AGENDA

BERKELEY CITY COUNCIL MEETING

Tuesday, October 29, 2024
6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702

TELECONFERENCE LOCATION - 1404 LE ROY AVE, BERKELEY, CA 94708

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1604285038. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter **Meeting ID: 160 428 5038**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call:

Land Acknowledgement Statement: *The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.*

Ceremonial Matters: *In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.*

City Manager Comments: *The City Manager may make announcements or provide information to the City Council in the form of an oral report. The Council will not take action on such items but may request the City Manager place a report on a future agenda for discussion.*

Public Comment on Non-Agenda Matters: *Persons will be selected to address matters not on the Council agenda. If five or fewer persons wish to speak, each person selected will be allotted two minutes each. If more than five persons wish to speak, up to ten persons will be selected to address matters not on the Council agenda and each person selected will be allotted one minute each. Persons attending the meeting in-person and wishing to address the Council on matters not on the Council agenda during the initial ten-minute period for such comment, must submit a speaker card to the City Clerk in person at the meeting location and prior to commencement of that meeting. The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda.*

Public Comment by Employee Unions (first regular meeting of the month): *This period of public comment is reserved for officially designated representatives of City of Berkeley employee unions, with five minutes allocated per union if representatives of three or fewer unions wish to speak and up to three minutes per union if representatives of four or more unions wish to speak.*

Consent Calendar

The Council will first determine whether to move items on the agenda for "Action" or "Information" to the "Consent Calendar", or move "Consent Calendar" items to "Action." Three members of the City Council must agree to pull an item from the Consent Calendar or Information Calendar for it to move to Action. Items that remain on the "Consent Calendar" are voted on in one motion as a group. "Information" items are not discussed or acted upon at the Council meeting unless they are moved to "Action" or "Consent".

No additional items can be moved onto the Consent Calendar once public comment has commenced. At any time during, or immediately after, public comment on Information and Consent items, any Councilmember may move any Information or Consent item to "Action." Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.

For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

Public Comment on Consent Calendar and Information Items Only: *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. Speakers will be entitled to two minutes each to speak in opposition to or support of Consent Calendar and Information Items. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

Additional information regarding public comment by City of Berkeley employees and interns: Employees and interns of the City of Berkeley, although not required, are encouraged to identify themselves as such, the department in which they work and state whether they are speaking as an individual or in their official capacity when addressing the Council in open session or workshops.

Consent Calendar

1. Minutes for Approval
From: City Manager
Recommendation: Approve the minutes for the Council meetings of September 9, 2024 (closed), September 10, 2024 (regular), September 16, 2024 (closed and special), September 24, 2024 (closed and regular), September 30, 2024 (closed and special).
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900

2. City Council Rules of Procedure and Order Revisions *(Reviewed by the Agenda & Rules Committee)*
From: City Manager
Recommendation: Adopt a Resolution revising the City Council Rules of Procedure and Order to clarify and reorganize existing language, make technical corrections to account for hybrid meetings; incorporate certain temporary provisions from Appendix C into the main body of the document; and rescinding any preceding amendatory resolutions.
Policy Committee Recommendation: To recommend the proposed amendments to the City Council, amended to remove the portion on limiting debate and the phrase about votes on the Consent Calendar.
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900

3. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on October 29, 2024
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.
Financial Implications: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Consent Calendar

4. Purchase Order: ZOLL Medical Corporation for ECG Monitor/Defibrillators
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a Purchase Order and any amendments with ZOLL Medical Corporation to purchase a new fleet of 40 Advanced Life Support (ALS) Electrocardiogram (ECG) Monitor/Defibrillators, associated equipment and maintenance in an amount not to exceed $2,832,950 for not more than seven (7) years.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473

5. Contract: Berkeley Food Network for Berkeley-Based Food Assistance
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to execute a contract and any amendments or extensions with Berkeley Food Network to provide food assistance to low-income households in Berkeley in an amount not to exceed $400,000 for the period December 2, 2024 through June 30, 2026.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

6. Contract No. 32400176 Amendment: Health Officer Coverage – Dr. Gail Newel
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32400176 with Dr. Gail Newel to increase by $50,000 for a total not to exceed amount (NTE) of $100,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

7. Contract No. 32400177 Amendment: Health Officer Coverage – Dr. Lisa B. Hernandez
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32400177 with Dr. Lisa B. Hernandez to increase by $50,000 for a total not to exceed amount (NTE) of $100,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

Consent Calendar

8. Housing Trust Fund Recommendations for the Berkeley Unified School District Workforce Housing Project and the St. Paul Terrace Project
From: City Manager
Recommendation: Adopt a Resolution to: 1. Reserve an additional $2,000,000 for Satellite Affordable Housing Associates (SAHA) and Abode Communities' Berkeley Unified School District (BUSD) Workforce Housing project; and 2. Reserve an additional $3,504,319 for Community Housing Development Corporation of North Richmond (CHDC)'s St. Paul Terrace project with the following conditions: a. Funds shall be reserved for a period of no more than 18 months from the date of Council approval, contingent on the development team obtaining all required land use approvals of the property and securing commitments for project funding that the City Manager or their designee deems sufficient within the reservation period. b. CHDC shall apply to alternative funding sources with the intent of reducing the need for these additional City funds. CHDC shall provide updates to the City on the applications submitted and the outcomes. 3. Authorize the City Manager or their designee to execute all original or amended documents or agreements to effectuate these actions.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

9. Fiscal Year 2025 Meals on Wheels of Alameda County Donations for the Berkeley Meals on Wheels Program
From: City Manager
Recommendation: Adopt a Resolution accepting donations for the Berkeley Meals on Wheels Program from the Meals on Wheels of Alameda County (MOWAC) agency, for Fiscal Year 2025 (FY2025).
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

10. Contract No. 32400104 Amendment: SmartWave for City Facility Managed Wi-Fi
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32400104 with SmartWave Technologies LLC, for managed Wi-Fi and related services increasing the amount by $250,000 for a total not-to-exceed amount of $620,000 from July 25, 2023 to June 30, 2026.
Financial Implications: See report
Contact: Kevin Fong, Information Technology, (510) 981-6500

Consent Calendar

11. Contract: American Debris Box Service Inc. for Portable Toilet Service
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to execute a contract and any amendments with American Debris Box Services, Inc. for portable toilet service in an amount not to exceed $360,000 for a period of two years, with an option to extend up to three additional 12-month periods for a total amount not to exceed $900,000.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

12. Contract: Redwood Engineering Construction for Martin Luther King Jr. Civic Center Park - Upper Plaza Improvements Project
From: City Manager
Recommendation: Adopt a Resolution: 1. Approving the plans and specifications for the Martin Luther King Jr. Civic Center Park Upper Plaza Improvements Project; and 2. Accepting the bid of the lowest responsive and responsible bidder, Redwood Engineering Construction; and 3. Authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the approved plans and specifications, with Redwood Engineering Construction, for the Martin Luther King Jr. Civic Center Park Upper Plaza Improvements Project at 2135 Martin Luther King Jr Way, in an amount not to exceed $1,042,139 which includes a contract amount of $868,449 and a 20% contingency in the amount of $173,690.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

13. Donation from Berkeley Echo Lake Camp Association for Echo Lake Camp Youth Scholarships and Programming
From: City Manager
Recommendation: Adopt a Resolution accepting a cash donation of up to $25,000 from the Berkeley Echo Lake Camp Association (BELCA) for Echo Lake Camp youth scholarships and programming.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

14. Council Referral and Contract: Green Pocket Forest for Miyawaki Forest Design and Installation
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or their designee to execute a contract with Green Pocket Forest for the design and installation of a Miyawaki forest in an amount not to exceed $142,775.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Consent Calendar

15. Agreement Regarding Allocation of Costs for Railroad Crossing Improvements for Berkeley Commons Between Berkeley Commons Owner, LLC, ("Developer") a California Limited Liability Company and the City of Berkeley ("City")
From: City Manager
Recommendation: Adopt a Resolution authorizing City Manager to execute an agreement (Attachment 1 to the report) and any amendments with Berkeley Commons (Developer) for payment for all the improvements to mitigate the impact of Berkeley Commons Development (Project) at the Addison Street and Bancroft Way at-grade railroad crossings.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

16. Contract No. 32500095 Amendment: B-Bros Construction Inc. for Temporary Stabilization of Stair Tower Windows at 2180 Milvia Street
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32500095 with B-Bros Construction, Inc. to complete the window stabilization and add additional scope to remediate flaking paint and repaint interior perimeter walls at 2180 Milvia Street, increasing the current authorized not-to-exceed (NTE) contract amount of $400,000 by $947,671, for a total NTE amount of $1,347,671.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

17. Renewal of the Solano Avenue BID for Calendar Year 2025
From: Solano Avenue BID Advisory Board
Recommendation: Adopt a Resolution approving the Solano Avenue Business Improvement District Advisory Board's (hereafter "Solano BID Advisory Board" or "the Advisory Board") recommendation that Council: 1) approve the 2024 Annual Report and preliminary budget on proposed improvements in the District for calendar year 2025; 2) declare its intent to levy an assessment to finance improvements in the District for calendar year 2025; and 3) direct the City Clerk to schedule a public hearing on the renewal of the assessment for December 3, 2024.
Financial Implications: See report
Contact: Vincent McCoy, Commission Secretary, (510) 981-7530

Council Consent Items

18. 2024-2025 Budget Request: Funding for Speed Bump at Russell and Martin Luther King Jr. Way
From: Councilmember Bartlett (Author)
Recommendation: That the Council refers the November AAO#1 Budget Process $7,000 to fund the speed bump installation on Russell Street at King Street or other costs associated with the traffic calming method that City Staff sees fit.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130

19. FY25 Budget Request: Funding for Replacement of Six Existing Wrought Iron Barriers for South Adeline Circular Planters
From: Councilmember Bartlett (Author)
Recommendation: That the City Council refer $50,000 to the FY25 AAO1 budget process for the replacement of the existing six wrought iron barriers that protect the circular planters on South Adeline Street in District 3, as requested by community members and identified by city staff. These new artistic barriers will match the ones on Shattuck Avenue in the downtown area, create new seating opportunities, enhance the aesthetic appeal and foster a more positive community atmosphere.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130

20. "Your Rose Garden": Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds
From: Councilmember Wengraf (Author)
Recommendation: Adopt a Resolution approving the expenditure of an amount not to exceed $500 per Councilmember including $500 from Vice Mayor Susan Wengraf to the Living New Deal, earmarked for the completion of the short film, "Your Rose Garden," with funds relinquished to the City's General Fund for this purpose from the discretionary Council Office Budgets of Vice Mayor Wengraf and any other Councilmembers who would like to contribute.
Financial Implications: See report
Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160

Action Calendar

The public may comment on each item listed on the agenda for action. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again during one of the Action Calendar public comment periods on the item. Public comment will occur for each Action item (excluding public hearings, appeals, and/or quasi-judicial matters) in one of two comment periods, either 1) before the Action Calendar is discussed; or 2) when the item is taken up by the Council.

A member of the public may only speak at one of the two public comment periods for any single Action item.

The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the

Action Calendar

Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

Action items may be reordered at the discretion of the Chair with the consent of Council.

Action Calendar – Scheduled Public Comment Period

During this public comment period, the Presiding Officer will open and close a comment period for each Action item on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters). The public may speak on each item. Those who speak on an item during this comment period may not speak a second time when the item is taken up by Council.

Action Calendar – New Business

21a. Achieving Goals of 2018 Berkeley Age-Friendly Action Plan *(Reviewed by Budget & Finance Committee)*

From: Commission on Aging

Recommendation: Refer to the City Manager steps to revisit and act on the recommendations of the Berkeley Age-Friendly Action Plan as outlined in the report, by building on what is already occurring in the community, expanding the Plan's impact, and addressing gaps by increasing funding for personnel and other services currently being offered, as well as others identified in the Age-Friendly Plan.

The Aging Commission identified as first steps four (4) priority areas and goals for the Action Plan: 1. Housing and Economic Security: Develop a continuum of affordable, accessible housing options for older adults to age in their community regardless of their health or financial status. 2. Transportation and Mobility: Advance a network of public and private transportation (including transit, assistive devices, e-bikes and e-scooters and bicycling and walking) that equitably serves residents and connects them to services, social activities, and employment opportunities.

3. Health and Wellness: Develop a more integrated system of services and supports that is person-centered and ensures that all residents have the opportunity to engage in health promoting activities. 4. Social Participation and Civic Engagement: Enhance neighborhood cohesion and social connectedness of all Berkeley residents with community events and activities that are inclusive, affordable, and accessible.

In the short term, the Commission recommends that these plans should include a budget referral to the City Manager for consideration in the biennial budget process.

Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a qualified positive recommendation to consider sending both items to the City Manager for evaluation of the age-friendly action plan and the provision of recommendations.

Financial Implications: See report

Contact: Darleen Bronson, Commission Secretary, (510) 981-5400

Action Calendar – New Business

21b. Companion Report: Achieving Goals of 2018 Berkeley Age-Friendly Action Plan *(Reviewed by Budget & Finance Committee)*
From: City Manager
Recommendation: Refer to the City Manager to review and prioritize the recommendations of the City of Berkeley's Age-Friendly Action Plan, in conjunction with the results of the Community Health Assessment that will be conducted by the Health, Housing, and Community Services Department in the 2024 calendar year. In addition, to consider the following referrals: 1. Refer to the Transportation Commission to collaborate with the Commission on Aging to assess the equitable accessibility of public transportation options for the older adult and disabled community in Berkeley 2. Refer to Housing Advisory Commission to collaborate with staff to assess the level of affordable, accessible housing options for older adults to age in the Berkeley community. 3. Refer the Commission on Aging's request for increased funding to the Budget and Finance Policy Committees for further deliberation.
Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a qualified positive recommendation to consider sending both items to the City Manager for evaluation of the age-friendly action plan and the provision of recommendations.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

22a. Measure P Allocations, Fiscal Year 2025-2026 *(Reviewed by Budget & Finance Committee)*
From: Homeless Services Panel of Experts
Recommendation: That Council approve the Homeless Services Panel of Experts recommendations to allocate Measure P revenue providing homeless services as detailed in Attachment 1, Exhibit A to the report.
Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a negative recommendation that no further action is required, as the Council has already taken action through the adoption of the 2025-26 Bi-annual Budget.
Financial Implications: See report
Contact: Josh Jacobs, Commission Secretary, (510) 981-5400

Action Calendar – New Business

22b. Companion Report: Measure P Allocations, Fiscal Year 2025-2026 *(Reviewed by Budget & Finance Committee)*
From: City Manager
Recommendation: Approve the Homeless Services Panel of Experts recommendations for Fiscal Years 2025-2026, but continue to partially fund 5150 transports from Measure P until alternative sources can be identified.
Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a negative recommendation that no further action is required, as the Council has already taken action through the adoption of the 2025-26 Bi-annual Budget.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000, David Sprague, Fire, (510) 981-3473

Council Action Items

23. Budget Referral: Allocate the Existing $900,000 Transportation Network Company (TNC) Tax to Calm Traffic in Vicinity of Derby St., Increase Citywide Traffic Calming Budget, and Establish Ongoing General Fund Allocation Policy for the TNC *(Reviewed by Budget & Finance Committee)*
From: Councilmember Harrison (Author), Councilmember Taplin (Co-Sponsor)
Recommendation: Refer to City Manager and the Budget and Finance Committee to consider establishing an ongoing General Fund policy of allocating 50% of annual TNC Tax revenues to a citywide traffic calming budget and the remaining 50% to tier 1 bike/pedestrian/transit priority projects as specified under 3. a-c.
Policy Committee Recommendation: To refer the item to the City Council with a qualified positive recommendation to refer the policy to the 2026 Fiscal Year budget process for consideration alongside other available funds for traffic calming, bike, pedestrian, and transit priority projects.
Financial Implications: See report
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140

Information Reports

24. Commission on Labor Fiscal Year 2025 Work Plan
From: Commission on Labor
Contact: Margot Ernst, Commission Secretary, (510) 981-5400

Public Comment – Items Not Listed on the Agenda

Adjournment

NOTICE CONCERNING YOUR LEGAL RIGHTS*: If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision*

of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.

Archived indexed video streams are available at:
https://berkeleyca.gov/your-government/city-council/city-council-agendas.
Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at the City Clerk Department located on the first floor of City Hall located at 2180 Milvia Street as well as posted on the City's website at https://berkeleyca.gov/.

Agendas and agenda reports may be accessed via the Internet at:
https://berkeleyca.gov/your-government/city-council/city-council-agendas
and may be read at reference desks at the following locations:

City Clerk Department - 2180 Milvia Street, First Floor
Tel: 510-981-6900, TDD: 510-981-6903, Fax: 510-981-6901
Email: clerk@berkeleyca.gov

Libraries: Main – 2090 Kittredge Street,
Claremont Branch – 2940 Benvenue, West Branch – 1125 University,
North Branch – 1170 The Alameda, Tarea Hall Pittman South Branch – 1901 Russell

COMMUNICATION ACCESS INFORMATION:
This meeting is being held in a wheelchair accessible location.
To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.

Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.



Captioning services are provided at the meeting, on B-TV, and on the Internet. In addition, assisted listening devices for the hearing impaired are available from the City Clerk prior to the meeting, and are to be returned before the end of the meeting.

Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900 or by email at clerk@berkeleyca.gov.

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I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on October 17, 2024.



Mark Numainville, City Clerk

Communications

Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

Berkeley Art Center
1. Chandra Cerrito
2. Sholeh Asgary
3. Helia Pouyanfar

Bearathlon 2024
4. Brooke Soobrian

Health Demands
5. Cameron Woo

Heatwave and Cooling Centers
6. Pamela Michaud
7. Alex S. Merenkov

Cannabis Ordinance
8. Geoffrey Lomax
9. Barbara Gilbert

12 Panoramic Construction
10. Andrew Fisher

TOPA
11. Melody Hultgren

Greek Theater
12. Lynn
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Encampment Policy
13. Eva Herzer

RM4
14. Save Marinwood
15. Ken Bukowski

Kittleson Parking Memorandum
16. James McGrath

Missing Middle
17. Jack Kurzweil

Marin St. Fire Station Trees
18. Pauline Bondonno Cross, Jason Cross, and Julia Cross

6th and Harrison
19. Craig Nagasawa

UA Theater
20. John Zabinski

Cesar Chavez Park
21. Dave Mandel

Commemoration Invitation
22. Elana Naftalin-Kelman

Carpet Repair
23. Alex S. Merenkov

Missed Inspection
24. Preeti

Newsletters
25. Josh Atwood
26. Richard Schwartz
27. Young Futures Team
28. Eric Friedman

Books in Berkeley
29. Josh Atwood

Shotgun Players Funding
30. Pauline Bondonno Cross and Jason Cross

URL's

31. Josh Atwood (5)
32. Eid
33. Keith Bayne
34. Jaleh Niazi

Forwards of Current Events

35. Eid (5)

Middle East Conflict and Peace & Justice Commission

36. Mariel Estrada
37. Summer Brenner
38. Diana Bohn
39. Sally Nelson
40. Juli Dickey
41. Stephanie Allan and Jack Kurzweil
42. Brett Mendel
43. Tal Garner
44. 47 Similarly worded form letters "Vote NO on ceasefire and NO on related resolutions"
45. 49 Similarly worded for letters "Thank You for Passing the Resolution for Peace and Justice in Palestine"

Supplemental Communications and Reports

Items received by the deadlines for submission will be compiled and distributed as follows. If no items are received by the deadline, no supplemental packet will be compiled for said deadline.

- **Supplemental Communications and Reports 1**
  Available by 5:00 p.m. five days prior to the meeting.

- **Supplemental Communications and Reports 2**
  Available by 5:00 p.m. the day before the meeting.

- **Supplemental Communications and Reports 3**
  Available by 5:00 p.m. two days following the meeting.

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Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Mark Numainville, City Clerk

Subject: Minutes for Approval

RECOMMENDATION

Approve the minutes for the Council meetings of September 9, 2024 (closed), September 10, 2024 (regular), September 16, 2024 (special and closed), September 24, 2024 (special and regular), September 30, 2024 (closed and special).

CONTACT PERSON

Mark Numainville, City Clerk, (510) 981-6900

Attachments:
1. September 9, 2024 – Special Closed City Council Meeting
2. September 10, 2024 – Regular City Council Meeting
3. September 16, 2024 – Special City Council Meeting
4. September 16, 2024 – Regular City Council Meeting
5. September 24, 2024 – Special Closed City Council Meeting
6. September 24, 2024 – Regular City Council Meeting
7. September 30, 2024 – Special City Council Meeting
8. September 30, 2024 – Special Closed City Council Meeting

Attachment 1

BERKELEY CITY COUNCIL
SPECIAL MEETING MINUTES
MONDAY, SEPTEMBER 9, 2024
4:30 P.M.

REDWOOD ROOM – 2180 MILVIA STREET, BERKELEY, CA 94704

TELECONFERENCE LOCATION – 1404 LE ROY AVENUE, BERKELEY, CA 94708

TELECONFERENCE LOCATION - 1619 EDITH STREET, BERKELEY, CA 94703

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1615126453. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter Meeting ID: **161 512 6453**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 4:35 p.m.

Present: Taplin, Tregub, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Kesarwani, Bartlett, Hahn

Public Comment - Limited to items on this agenda only – 0 speakers

CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

1. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(a) and 54956.9(d)(1) and (4):**

   a. *Service Employees International Union Local 1021 v. City of Berkeley*
   California Public Employment Relations Board
   Unfair Practice Charge No. SF-CE-2211-M (filed August 8, 2024)

   b. *Service Employees International Union Local 1021 v. City of Berkeley*
   California Public Employment Relations Board
   Unfair Practice Charge No. SF-CE-2218-M (filed August 23, 2024)

   Action: No reportable action taken.

2. **CONFERENCE WITH LABOR NEGOTIATORS; GOVERNMENT CODE SECTION 54957.6**

   Negotiators: LaTanya Bellow, Interim City Manager, Anne Cardwell, Deputy City Manager, Aram Kouyoumdjian, Human Resources Director, Chaka Young, Employee Relations Manager, Jonathan Holtzman, Labor Negotiator, Burke Dunphy, Labor Negotiator

   Employee Organizations: Berkeley Fire Fighters Association Local 1227 I.A.F.F., Berkeley Fire Fighters Association, Local 1227 I.A.F.F. / Berkeley Chief Fire Officers Association; Berkeley Police Association; SEIU 1021 Community Services and Part-time Recreation Activity Leaders, SEIU 1021 Maintenance and Clerical, Public Employee Union Local 1, Unrepresented Employees

   Action: No reportable action taken.

OPEN SESSION:

No reportable action taken.

Adjournment

Action: M/S/C (Arreguin/Lunaparra) to adjourn the meeting.
Vote: Ayes - Taplin, Tregub, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Bartlett, Hahn.

Adjourned at 5:42 p.m.

I hereby certify that the foregoing is a true and correct record of the closed session meeting held on September 9, 2024.

_____
Mark Numainville, City Clerk

NOTICE CONCERNING YOUR LEGAL RIGHTS*: If you object to a decision by the City Council to approve or deny an appeal, the following requirements and restrictions apply: 1) Pursuant to Code of Civil Procedure Section 1094.6 and Government Code Section 65009(c)(1)(E), no lawsuit challenging a City decision to deny or approve a Zoning Adjustments Board decision may be filed and served on the City more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a Zoning Adjustments Board decision, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at the City Clerk Department located on the first floor of City Hall located at 2180 Milvia Street.



COMMUNICATION ACCESS INFORMATION:
This meeting is being held in a wheelchair accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date. Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.

MINUTES

BERKELEY CITY COUNCIL MEETING

Tuesday, September 10, 2024
6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702
TELECONFERENCE LOCATION - 1404 LE ROY AVENUE, BERKELEY, CA 94708
TELECONFERENCE LOCATION – 17 E MONROE STREET, CHICAGO, IL 60603

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

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*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1607838997. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter **Meeting ID: 160 783 8997**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

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Preliminary Matters

Roll Call: 6:05 p.m.

Present: Taplin, Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Kesarwani

Councilmember Kesarwani present at 6:11 p.m.

Land Acknowledgement Statement: *The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.*

Ceremonial Matters:

1. Pledge of Allegiance

City Manager Comments:

The City Manager announced several community events including Movies in the Park at Grove Park on 9/13; Skate Jam at the Skate Park on 9/14; Poppin' Thursday Roller Party at Gove Park on 9/19; Coastal Cleanup at Shorebird Park on 9/21.

Public Comment on Non-Agenda Matters: 10 speakers.

Public Comment by Employee Unions: 0 speakers.

Consent Calendar

Public Comment on Consent Calendar and Information Items Only: 7 speakers.

Action: M/S/C (Arreguin/Tregub) to adopt the Consent Calendar in one motion except as indicated.
Vote: Ayes – Kesarwani, Taplin, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Bartlett.

Recess Items

1. **Grant Application: Local Transportation Climate Adaptation Program (LTCAP) for the Interstate 80 Aquatic Park Lagoon Tidetube Culvert Resiliency Project**
   From: City Manager
   Recommendation: Adopt a Resolution authorizing the City Manager or her designee to submit a grant application to the state Local Transportation Climate Adaptation Program (LTCAP) for the Aquatic Park Tidetube Culvert Resiliency Project; accept any grants; execute any resulting grant agreements and any amendments; and that Council authorize the implementation of the projects and appropriation of funding for related expenses, subject to securing the grants.
   Financial Implications: $3.2 million in grant revenue.
   Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
   Action: Adopted Resolution No. 71,485–N.S.

2. **Grant Application: U.S. DOT – Charging and Fueling Infrastructure Discretionary Grant – South Cove West Parking Lot Renovation and EV Charging Project**
   From: City Manager
   Recommendation: Adopt a Resolution authorizing the City Manager or her designee to submit a grant application to the U.S. DOT Charging and Fueling Infrastructure (CFI) Discretionary Grant program for the South Cove West Parking Lot Renovation and EV Charging Project.
   Financial Implications: See report
   Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
   Action: Adopted Resolution No. 71,486–N.S.

Consent Calendar

3. **Lot Line Adjustments at 1401 Carleton Street and 1423 Ward Street**
   From: City Manager
   Recommendation: Adopt second reading of Ordinance No. 7,932-N.S. authorizing the City Manager to execute lot line adjustments with 1401 Carleton Street and 1423 Ward Street to resolve main dwelling encroachments at the City's Santa Fe Trackbed to Park Conversion Project Site.
   First Reading Vote: All Ayes.
   Financial Implications: See report
   Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
   Action: Adopted second reading of Ordinance No. 7,932–N.S.

Consent Calendar

4. Lease Agreement: Youth Musical Theater Company for the Live Oak Theater at 1301 Shattuck Ave
From: City Manager
Recommendation: Adopt second reading of Ordinance No. 7,933-N.S. authorizing the City Manager to execute a lease agreement with Youth Musical Theater Company (YMTC) for the use and management of the City's Live Oak Theater at 1301 Shattuck Avenue for a term of three years, anticipated to begin September 1, 2024 and ending August 31, 2027, with one five-year option.
First Reading Vote: All Ayes.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted second reading of Ordinance No. 7,933–N.S.

5. Minutes for Approval
From: City Manager
Recommendation: Approve the minutes for the Council meetings of July 8, 2024 (special), July 9, 2024 (special and regular), July 22, 2024 (special), July 23, 2024 (specials and regular), July 29, 2024 (special), July 30, 2024 (special and regular) August 5, 2024 (special).
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: Approved the minutes as submitted.

6. Contract: FileTrail, Inc. for Records Management Software System
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract with FileTrail, Inc. for $178,653.47 for software licensing, maintenance, and related services for a records management software system, for a total contract amount not to exceed $178,653.47 and for the term from September 26, 2024 to September 26, 2029.
Financial Implications: General Fund - $178,653.47
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: Adopted Resolution No. 71,487–N.S.

7. Voting Delegates – League of California Cities Annual Conference
From: City Manager
Recommendation: Designate, by motion, a voting delegate and alternate for the General Assembly of the Annual League of California Cities conference to be held on Friday, October 18, 2024, in Long Beach.
Financial Implications: See report
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: Designated Councilmember Humbert as the City's Voting Delegate.

Consent Calendar

8. City Council Rules of Procedure and Order Revisions *(Reviewed by the Agenda & Rules Committee)*
From: City Manager
Recommendation: Adopt a Resolution revising the City Council Rules of Procedure and Order to clarify and reorganize existing language, make technical corrections related to account for hybrid meetings; incorporate temporary provisions from Appendix C into the main body of the document; add revisions recommended by the Open Government Commission and approved by Council; Add new language and update existing language related to the legislative process recommended by the Agenda & Rules Committee; and rescinding any preceding amendatory resolutions. *Policy Committee Recommendation: To send the proposed amendments to the Rules of Procedure, as discussed and further amended on August 26, 2024, to the City Council with a positive recommendation.*
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: Item 8 continued to September 24, 2024.

9. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on September 10, 2024
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.
Financial Implications: Various Funds - $5,960,000
Contact: Henry Oyekanmi, Finance, (510) 981-7300
Action: Approved recommendation.

10. Mental Health Services Act Fiscal Year 2025 Annual Update
From: City Manager
Recommendation: Adopt a Resolution approving the Mental Health Services Act (MHSA) Fiscal Year 2025 Annual Update, which identifies uses of funds for mental health programming, and forwarding the Annual Update to appropriate State officials.
Financial Implications: See report.
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,488–N.S.

Consent Calendar

11. 2024 Local Housing Trust Fund Application
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to apply for and accept funds from the State of California's Local Housing Trust Fund program, in an amount not to exceed $5,000,000, and to apply such funds to the City's existing funding reservations for two projects at the North Berkeley BART (NBB) site: NBB East Bay Asian Local Development Corporation (EBALDC) Project and NBB BRIDGE Insight Permanent Supportive Housing (PSH) Project via the City's Housing Trust Fund program.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,489–N.S.

12. Contract No. 32300112 Amendment: Harold Dichoso for COVID-19 Outreach and Education
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to amend Contract No. 32300112 with Harold Dichoso, to extend the contract end date through June 30, 2025 and increase the not-to-exceed amount (NTE) by $63,928 utilizing one-time grant funds. The amendment will increase the NTE amount from $144,950 to $208,878.
Financial Implications: One-Time Fund - $63,928
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,490–N.S.

13. Contract No. 32200135 Second Amendment: Multicultural Institute for COVID-19 Outreach and Education
From: City Manager
Recommendation: Adopt a Resolution amending Contract No. 32200135 with Multicultural Institute, to extend the contract end date through June 30, 2025, and increase the not-to-exceed amount (NTE) by $45,136 utilizing one-time grant funds. The amendment will increase the NTE amount from $186,000 to $231,136.
Financial Implications: One-Time Fund - $45,136
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Moved to Action Calendar. M/S/C (Tregub/Lunaparra) to adopt Resolution No. 71,491–N.S.
Vote: Ayes – Kesarwani, Taplin, Tregub, Hahn, Wengraf, Lunaparra, Humbert; Noes – None; Abstain – None; Absent – Bartlett, Arreguin (Recused).

Consent Calendar

14. Contract No. 32500020 Amendment: ACAPMO for Technology PMO Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32500020 with company ACAPMO for Technology Program/Project Management Office (PMO) services, to allow for additional services and support for a total not to exceed $249,999 from August 1, 2024 to December 31, 2025.
Financial Implications: See report
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,492–N.S.

15. Contract No. 31900187 (Fund$ 10734) Amendment: ISP.NET (formerly LV.NET) for Secondary Internet for Redundancy and Load Balancing
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 31900187 (Fund$ 10734) with ISP.NET (formerly LV.NET) for redundant secondary internet services, increasing the contract amount by $84,000 for a total not-to-exceed amount of $362,000 from October 3, 2017 to June 30, 2026.
Financial Implications: Communications Services Fund - $84,000
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,493–N.S.

16. Contract No. 32100185 Amendment: Digital Hands for Cybersecurity Event Monitoring and Security Information and Event Management (SIEM)
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32100185 with Digital Hands, for Cybersecurity Event Monitoring and Security Information and Event Management (SIEM), increasing the contract by $1,037,372 for an increased total not to exceed amount of $2,033,489, from May 14, 2021 to June 30, 2027.
Financial Implications: IT Cost Allocation Fund - $1,037,372
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,494–N.S.

17. Contract No. 114159-1 Amendment: Tyler Technologies, Inc. for Computer Aided Dispatch (CAD) Software
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 114159-1 with Tyler Technologies, Inc. for an extension of the maintenance and support of Computer Aided Dispatch (CAD) software, increasing the amount by $645,173 for a total contract value not-to-exceed $2,934,123, and extending the term of the contract through June 30, 2026.
Financial Implications: General Fund - $645,173
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,495–N.S.

Consent Calendar

18. Contract: With Roundstone Solutions Inc., an implementer of Nutanix Hyperconverged Technologies: Using State of California Department of General Services (DGS) Leveraged Procurement Agreement (LPA) for hardware, software, and services related to the Server Infrastructure Upgrade and Azure Disaster Recovery
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to enter into a Contract with Roundstone Solutions Inc., an implementer of Nutanix Hyperconverged Technologies, for the purchase of server hardware, software, and related services for a server infrastructure upgrade and disaster recovery enhancements, utilizing pricing established by the State of California Department of General Services (DGS) Leveraged Procurement Agreement (LPA), for a total amount not to exceed of $1,395,000 for the term August 1, 2024 through July 31, 2027.
Financial Implications: IT Cost Allocation Fund - $1,395,000
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,496–N.S.

19. Contract No. 32000223 Amendment: Gray Quarter, Inc. for Accela Professional Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32000223 with Gray Quarter, Inc. for professional services, increasing the amount by $50,000, for a total not-to-exceed amount of $299,500 through July 31, 2025.
Financial Implications: IT Cost Allocation - $50,000
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,497–N.S.

20. Dell Computers, Inc.: Contract # 319002070-Using County of Riverside Amendment No. 1 to the Licensing Solution Provider Agreement with Dell Marketing L.P. for Computer Hardware and Software Purchases
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to increase spending authority with Dell Computers, Inc. for the purchase of computer and server hardware, software, and related services, utilizing pricing and contracts, amendments, and extensions from the County of Riverside Amendment No. 1 to the Licensing Solution Provider for the period beginning November 1, 2019 through October 31, 2025 for an additional amount of $1,704,438 in Fiscal Year 2025 with a total Not-To-Exceed (NTE) contract amount of $5,411,676.
Financial Implications: See report
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,498–N.S.

Consent Calendar

21. Contract No. 099471-1 Amendment: Integrated Business Consultants of GA to Extend Term, Maintenance & Support for the PacSoft Marina Management System
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 099471-1 with Integrated Business Consultants of GA ("Reseller") for: (1) additional software maintenance and (2) twenty (20) additional support hours, in an amount not to exceed $16,906.61 for a new not to exceed contract amount of $100,359.61, and extending the contract term through June 30, 2027.
Financial Implications: Marina Operations Fund - $16,906.61
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,499–N.S.

22. Contract No. 32400029 Amendment: Baldoni Construction Services, Inc. for Echo Lake Camp Accessibility Upgrades
From: City Manager
Recommendation: Adopt a Resolution increasing the amount for Contract No. 32400029 with Baldoni Construction Service, Inc. for the Echo Lake Camp Accessibility Upgrades Project by $120,000 for a total not to exceed amount of $556,954.
Financial Implications: General Fund - $120,000
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,500–N.S.

23. Donation: Memorial Bench at the Berkeley Waterfront Pathway in memory of Ying Xiang Liu
From: City Manager
Recommendation: Adopt a Resolution accepting a cash donation in the amount of $3,400 for a memorial bench to be placed at the Berkeley Waterfront Pathway in memory of Ying Xiang Liu.
Financial Implications: $3,400 (donation)
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,501–N.S.

24. Donation: Memorial Bench at the Berkeley Waterfront in memory of Obaidulla Khan
From: City Manager
Recommendation: Adopt a Resolution accepting a cash donation in the amount of $3,400 for a memorial bench to be placed at the Berkeley Waterfront in memory of Obaidulla Khan.
Financial Implications: $3,400 (donation)
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,502–N.S.

Consent Calendar

25. Mills Act Contract – 1401 Le Roy Avenue
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to enter into a Mills Act contract with Michael Greenwald and Ronna Bach for the City Landmark property at 1401 Le Roy Avenue.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Moved to Action Calendar. M/S/C (Arreguin/Hahn) to adopt Resolution No. 71,503–N.S.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Hahn, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Wengraf (Recused).

26. Mills Act Contract – 60 Panoramic Way
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to enter into a Mills Act contract with Jordan Kanarek and Gabrielle Goldstein for the City Structure of Merit property at 60 Panoramic Way.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Adopted Resolution No. 71,504–N.S.

27. Mills Act Contract – 7 Greenwood Common
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to enter into a Mills Act contract with Anne and Michael Ray for the City Landmark property at 7 Greenwood Common.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Moved to Action Calendar. M/S/C (Arreguin/Hahn) to adopt Resolution No. 71,505–N.S.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Hahn, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Wengraf (Recused).

28. Donation: Fusako Castro Estate to the Berkeley Police Department
From: City Manager
Recommendation: Adopt a Resolution accepting a donation in the amount of $1,125.42 from the Fusako Castro Estate to the Berkeley Police Department.
Financial Implications: See report
Contact: Jennifer Louis, Police, (510) 981-5900
Action: Adopted Resolution No. 71,506–N.S.

Consent Calendar

29. Contract: All-Star Talent for Recruiting, Advertising, and Marketing Strategy for the Berkeley Police and Fire Departments
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with All-Star Talent for public safety recruiting and retention services from June 1, 2024 through May 30, 2028 and a not to exceed $1,313,482 with an option to extend for two additional two-year periods.
Financial Implications: Various Funds - $1,313,482
Contact: Jennifer Louis, Police, (510) 981-5900, David Sprague, Fire, (510) 981-3473
Action: Adopted Resolution No. 71,507–N.S.
Vote: Ayes – Kesarwani, Taplin, Tregub, Hahn, Wengraf, Humbert, Arreguin; Noes – None; Abstain – Lunaparra; Absent – Bartlett.

30. Revenue Grant: California Office of Traffic Safety (OTS) for the 2025 "Selective Traffic Enforcement Program (STEP) Grant
From: City Manager
Recommendation: Adopt a Resolution authorizing the Chief of Police to accept the "Selective Traffic Enforcement Program (STEP)" grant and enter into the resultant grant agreement and any amendments, with the California Office of Traffic Safety. This OTS grant is for $255,000 for the period of October 1, 2024 through September 30, 2025, which is Federal Fiscal Year 2025.
Financial Implications: See report
Contact: Jennifer Louis, Police, (510) 981-5900
Action: Adopted Resolution No. 71,508–N.S.

31a. Recommendation Regarding Panoramic Hill Secondary Evacuation *(Reviewed by the Public Safety Committee)*
From: Disaster and Fire Safety Commission
Recommendation: Adopt a Resolution approving the development of a plan that includes a feasibility study and identification of funding sources for the construction of an emergency secondary egress road on Panoramic Hill. Such a plan could include discussions between the City of Berkeley, the City of Oakland, UC Berkeley, East Bay Regional Parks District and Alameda County and should also provide for continued contact with the Disaster and Fire Safety Commission (DFSC) as well as other related Berkeley Commissions as the Council determines.
Policy Committee Recommendation: To send the Commission item and the City Manager Companion Report to Council, and giving a positive recommendation to the City Manager Companion Report for City Council to adopt a Resolution directing the Fire Department to reach out to other impacted landowners to determine interest in pursuing, and coordinate costs sharing to conduct a feasibility study to identify a safe secondary evacuation and access route for the access impaired Panoramic neighborhood.
Financial Implications: See report
Contact: Keith May, Commission Secretary, (510) 981-3473
Action: Adopted Resolution No. 71,509–N.S.

Consent Calendar

31b. Companion Report: Recommendation Regarding Panoramic Hill Secondary Evacuation *(Reviewed by the Public Safety Committee)*
From: City Manager
Recommendation: Adopt a Resolution directing the Fire Department to reach out to other impacted landowners to determine interest in pursuing, and coordinate costs sharing to conduct a feasibility study to identify a safe secondary evacuation and access route for the access impaired Panoramic neighborhood. The results of the study should then be shared with the Public Safety Policy Committee.
Policy Committee Recommendation: To send the Commission item and the City Manager Companion Report to Council, and giving a positive recommendation to the City Manager Companion Report for City Council to adopt a Resolution directing the Fire Department to reach out to other impacted landowners to determine interest in pursuing, and coordinate costs sharing to conduct a feasibility study to identify a safe secondary evacuation and access route for the access impaired Panoramic neighborhood.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473
Action: Adopted Resolution No. 71,510–N.S.

32. Request for One Additional Meeting in 2024 due to Special Meeting to Address Insight Housing Allocation
From: Homeless Services Panel of Experts
Recommendation: That Council recommend to refer to the City Manager that one additional meeting be granted to the Homeless Services Panel of Experts (HSPE) in 2024.
Financial Implications: See report
Contact: Josh Jacobs, Commission Secretary, (510) 981-5400
Action: Approved recommendation.

33. Official Naming of the Concrete Planter at the Southeast Corner of Adeline St and Alcatraz Ave as the "Ms. Richie and Friends of Adeline Native Garden"
From: Parks, Recreation and Waterfront Commission
Recommendation: Adopt a Resolution officially naming the concrete planter at the southeast corner of Adeline St and Alcatraz Ave as the "Ms. Richie and Friends of Adeline Native Garden".
Financial Implications: None
Contact: Roger Miller, Commission Secretary, (510) 981-6700
Action: Adopted Resolution No. 71,511–N.S.

Council Consent Items

34. Amending BMC 7.52.060 to include "Wildfire Hardening" in the Real Property Transfer Tax Exceptions
From: Councilmember Wengraf (Author), Councilmember Hahn (Co-Sponsor)
Recommendation: Adopt the first reading of an Ordinance to amend Berkeley Municipal Code 7.52.060, Real Property Transfer Tax Exceptions, by adding Sub-section L, Wildfire Hardening, below Sub-section K, Seismic Upgrades.
Financial Implications: To be determined
Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160
Action: Adopt first reading of Ordinance No. 7,934–N.S. as revised in Supplemental Communications Packet #2 by Vice-Mayor Wengraf. Second reading scheduled for September 24, 2024.

35. AC Transit Draft Final Plan
From: Councilmember Wengraf (Author), Mayor Arreguin (Co-Sponsor), Councilmember Hahn (Co-Sponsor)
Recommendation: Send a letter to AC Transit urging them to reconsider the frequency of service for bus lines 65 and 67 including restoration of weekend service.
Financial Implications: None
Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160
Action: Councilmember Humbert added as a co-sponsor. Approved recommendation.

Action Calendar – Public Hearings

36. Ambulance Transport Fee Increase
From: City Manager
Recommendation: Conduct a public hearing and upon conclusion, adopt a Resolution adjusting the Ambulance User Fee to match Alameda County's approved ambulance user fee schedule made effective July 1, 2024, for the Cities of Alameda, Albany, Berkeley, and Piedmont and to adjust the First Responder Fee. The increase would be included as an updated addendum to the Ambulance Provider Agreement, and rescinding Resolution 71,063–N.S.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473

Public Testimony: The Mayor opened the public hearing. 2 speakers.
M/S/C (Arreguin/Tregub) to close the public hearing.
Vote: All Ayes.

Action: M/S/C (Arreguin/Taplin) to adopt Resolution No. 71,512–N.S.
Vote: All Ayes.

Recess 7:19 p.m. – 7:34 p.m.

Council Action Items

37. Encampment Policy Resolution to Promote Healthy and Safe Neighborhoods and Related First Reading of Ordinance Amending Chapter 14.48 of the Berkeley Municipal Code
From: Councilmember Kesarwani (Author), Councilmember Wengraf (Co-Sponsor)

Recommendation: Adopt a resolution affirming that the City of Berkeley will continue to offer interim housing (i.e., a shelter offer, with a preference for non-congregate options) when closing encampments, in accordance with the City's existing "Housing First" approach and best practices guidance from the federal government. In order to account for nuanced health and safety situations, the resolution allows for six specific exceptions to this practice, based on City staff experience.

Offering shelter and housing to homeless individuals is considered a best practice, according to the United States Interagency Council on Addressing Homelessness. It will continue to be the City's practice to make shelter offers whenever practicable and to invest in more shelter options. However, in the event that the City cannot make a shelter offer, then the City Manager is nonetheless authorized to enforce, including the use of citation and arrest, only under the following circumstances:

-The Fire Department has determined that an encampment poses a fire hazard or emergency condition as referenced in the Berkeley Fire Code, Berkeley Municipal Code (BMC) Chapter 19.48; or

-The Environmental Health Division of the Health, Housing and Community Services Department has determined that the encampment poses an imminent health hazard as defined in BMC section 11.36.030; or

-The City has determined that a situation constitutes a public nuisance as defined in the BMC and is subject to an abatement pursuant to the BMC; or

-The encampment is located on a City street median, in the roadway, or otherwise in dangerous proximity to traffic pursuant to BMC section 14.32.040; or

-The encampment is located in an area where the City has authorized work (such as for construction, major or minor encroachments, etc.) pursuant to BMC section 13.36.045; or

-The encampment interferes with or impedes city or utility companies' construction or maintenance activities in the public right-of-way, street lighting installation or repair, street tree maintenance, or utilities maintenance or repair.

The City Manager is authorized to take enforcement actions to deter re-encampment (after clearing an encampment involving any of the six instances enumerated above) through such means as hardscaping; signage that references state Penal Code Section 647(e) ; or citation and arrest, even if a shelter offer cannot be made.

Adopt revisions to BMC Chapter 14.48 (Ordinance No. 7632) on miscellaneous use of streets and sidewalks to delete portions of 14.48.020, 14.48.120A and 14.48.120B in order to give the City Manager authority to make conforming changes to Administrative Regulation 10.2 to effectuate the above-stated encampment policy.

Administrative Regulation 10.2 Regulating Temporary Non-Commercial Objects on Sidewalks and In Parklets Pursuant to BMC 14.48.120 is to be revised by the City Manager to enable enforcement of temporary non-commercial objects of less than nine-square-feet within less than 24 hours in a designated public area marked with

Council Action Items

signage to deter re-encampment.
Financial Implications: None
Contact: Rashi Kesarwani, Councilmember, District 1, (510) 981-7110

Recess 9:35 p.m. – 9:56 p.m.

Action: M/S/C (Arreguin/Hahn) to suspend the rules and extend the council meeting to 11:30 p.m.
Vote: All Ayes.

Action: M/S/Failed (Hahn/Bartlett) to:
1) Direct the City Manager to enforce the current policy for temporary non-commercial items, as written, at the two West Berkeley encampments and any other severely and consistently impacted locations;
2) Adopt first reading of the ordinance proposed in the agenda item; and
3) Refer to the City Manager the concepts in this item, the comments received from homeless services providers, and the comments of the Council; and request that the City Manager return to Council with a carefully nuanced item, with the effective policy that articulates our affirmative commitments to shelter services and long-term housing; and that provides a clear and more limited set of circumstances, where we might enforce our rules against large and persistent accumulations of materials.

Vote: Ayes – Bartlett, Tregub, Hahn; Noes – Kesarwani, Taplin, Wengraf, Lunaparra, Humbert, Arreguin.

Action: 85 speakers. M/S/Carried (Kesarwani/Humbert) to:
1) Adopt Resolution No. 71,513–N.S. with the Resolved clauses amended to read:

NOW THEREFORE, BE IT RESOLVED that the City of Berkeley will continue to offer interim housing (generally a shelter offer, with a preference for non-congregate options) when closing encampments, whenever practicable, in accordance with the City's existing "Housing First" approach and best practices guidance from the federal government;

BE IT FURTHER RESOLVED, in the event that the City Manager determines that ~~cannot make~~ a shelter offer is not practicable, then the City Manager is nonetheless authorized to enforce state and local laws~~, including the use of citation and arrest, only~~ to address ~~under~~ the following specific circumstances:

- *The Fire Department has determined that an encampment poses a fire hazard or emergency condition as referenced in the Berkeley Fire Code, BMC Chapter 19.48; or*
- *The Environmental Health Division of the Health, Housing and Community Services Department has determined that the encampment poses an imminent health hazard as defined in BMC section 11.36.030; or*
- *The City has determined that a situation constitutes a public nuisance as defined in the BMC and is subject to an abatement pursuant to the BMC; or*

Council Action Items

- *The encampment is located on a City street median, in the roadway, or otherwise in dangerous proximity to traffic pursuant to BMC section 14.32.040; or*
- *The encampment is located in an area where the City has authorized work (such as for construction, major or minor encroachments, etc.) pursuant to BMC section 13.36.045; or*
- *The encampment interferes with or impedes city or utility companies' construction or maintenance activities in the public right-of-way, street lighting installation or repair, street tree maintenance, or utilities maintenance or repair.*

BE IT FURTHER RESOLVED, the City Manager is authorized to take ~~enforcement~~ actions to deter re-encampment (after clearing an encampment involving any of the six instances enumerated above) through such means as hardscaping; signage that references state Penal Code Section 647(e); and/or enforcement through applicable state and local laws ~~citation and arrest~~, even if a shelter offer is not practicable~~cannot be made~~.

BE IT FURTHER RESOLVED, that the City Council determines that the Harrison Corridor (Harrison Street between Ninth and Seventh Streets, including Eighth Street north of Harrison) and the Second and Cedar area (Second Street between Cedar and Page, Cedar from Eastshore Highway to Fourth, and on Page and Jones Streets west of Fourth) meet all six health and safety exceptions as proscribed by the above-stated policy and should therefore be prioritized for enforcement.

2) Adopt first reading of Ordinance No. 7,935–N.S. Second reading scheduled for September 24, 2024.

3) Refer to City Manager to draft a public memo to clarify and explain the existing practices of City staff for engagement and outreach to service providers and the encampments prior to any kind of enforcement action that is contemplated in this item.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Hahn, Wengraf, Humbert, Arreguin; Noes – Lunaparra.

Information Reports

38. 2024-25 Housing Advisory Commission Work Plan
From: Housing Advisory Commission
Contact: Mike Uberti, Commission Secretary, (510) 981-7400
Action: Received and filed.

Adjournment

Action: M/S/C (Arreguin/Hahn) to suspend the rules and adjourn the meeting.
Vote: All Ayes.

Adjourned at 11:19 p.m.

I hereby certify that the foregoing is a true and correct record of the regular meeting held on September 10, 2024.

_____
Mark Numainville, City Clerk

Communications

Item #37: Encampment Policy Resolution to Promote Healthy and Safe Neighborhoods and Related First Reading of Ordinance Amending Chapter 14.48 of the Berkeley Municipal Code

1. Caroline Winnett
2. Tom Parrish
3. Steve Kromer
4. Peg Bogle
5. Jacques Janson
6. Dixon Brooke
7. Mary Law
8. Phil Allen
9. Chris Schalis
10. Steven S.
11. Gary Shoyama
12. Chia Zau
13. Dorothea Dorenz
14. David Rosen
15. Jim Liefer
16. Mark Rhoades
17. Mel
18. Tylee Holden
19. John Norheim
20. Susan Andres
21. Fabian Goericke
22. 48 Similarly-worded form letters

Specificity of Agenda Item Descriptions

23. Kitt Saginor, Chair, Open Government Commission

Mitigation Plan
24. Mary BehmSteinberg
25. Susan Schwartz, President, Friends of Five Creeks

Zoning Concerns
26. John J. Parman
27. Elke Glendenning
28. Clifford Fred
29. Joe Schlessinger
30. Miki Tal
31. James Cline
32. Arlene Taylor
33. Betsy Bigelow-Teller
34. Susan Nunes Fadley (2)
35. Audre Newman
36. Tyler Kennedy
37. Dean Pollycove
38. Taya Monfried
39. Dorothea Dorenz
40. Gwen Martini
41. Lisa Bruce
42. John Rice
43. Rachel Bradley
44. Laurent de Janvry
45. Kathy Dittmer
46. Mary Louise Zernicke

Traffic Concerns
47. Amantuck Cappa-Lambert

Public Funds
48. David Lerman

East Bay Kidical Mass Invitation
49. Marc Hedlund

Flag Concerns
50. Michael J. Cassidy
51. Dorothea Dorenz

Containers at 2556 Haste St.
52. Jennifer Frehn

Wildlife Population
53. Erin Williams

Residential Parking Permit
54. John J Brogan

Police Review Commission
55. Alan Jencks

Construction Debris
56. Chess Club

New Housing Concern
57. Ken Bukowski

Delaware Streets ADU
58. Leif White and Felisa Ramirez

New Tax Proposals
59. Gregory Harper

Rent Stabilization Ordinance Revisions
60. Toni Mester

Cedar Rose Park
61. Carol Hirth

BPD's Policy 300 Community Input Sessions
62. Office of the Director of Police Accountability (2)

Blocked Sidewalk Concern
63. Neighbors on 5th Street

Diverter Visibility
64. Alfred Twu
65. Warren J. Wells

Russell/Milvia Junction
66. Andy Verity

Small Landlords
67. Elliot Abrams

Berkeley Day Camp
68. Kendra K. Levine

Appliance Upgrades

69. Nicole Bloom & Sue Swigart

Natural Gas
70. Ghawar Camij Toschian

People's Park
71. Gabriel Cornejo
72. Russbumper
73. Paul Kealoha Blake

School Safety Programs
74. Dorothea Dorenz

Garbage Cans at Codornices Park
75. Katherine Silver

Safety Concerns
76. Katya and Unity Stoakes
77. Dr. Bruce Brody

Reusable Air Filters
78. Christopher La Combe

Rental Regulatory Agreement
79. Alex S. Merenkov

Restaurant Inspections
80. Barbara Gilbert
81. David Lerman
82. Sabina McMurtry

CA Senate Bill 4
83. Shane Bohart

UA Theater
84. Mimi Moungovan
85. Charlene Woodcock (2)
86. Constance Rivemale
87. James Hudkins
88. Mischa Lorriane
89. T.T. Nhu
90. Diana Naparst
91. Salli Lundgren
92. Allen Michaan
93. Laura Linden

Longfellow Middle School
94. Liza Lutzker
95. Wahid Amiri

San Pablo Ave
96. Caramia Visick

Vandalism
97. Tim O'Brien

Police Accountability
98. Carol Denney (2)

Berkeley Post Office
99. Michael Martel

K Street Flats
100. Devisadaria Duchine

Chevron
101. Leslie West

Housing and Health Concern
102. Anne McClintock

Stadiums
103. Josh Atwood

Sylvia Mendez Air Quality
104. Carrie Rybczynski
105. Sara Peschel and Troy Martinez
106. Maria Carriedo (2)

TOPA
107. Jean Tepperman Tepperman
108. Tahira Dean

Veteran Blog
109. William T. Elliot

Lorin Commercial District
110. Teresa Clarke

Email Request
111. Pat Wilde

Presidential Election
112. Russbumper (2)
113. David L. Axelrod
114. Arthur Fonseca

Middle East Conflict
115. Russbumper (8)
116. Erwan Illian (12)
117. Crustyrusty
118. Nora Shourd
119. Elana Auerbach

Newsletters
120. Vivian Warkentin
121. Erwan Illian (9)
122. Josh Atwood

URL's
123. Russbumper (37)
124. Josh Atwood
125. Erwan Illian

Supplemental Communications and Reports 1

Item #37: Encampment Policy Resolution to Promote Healthy and Safe Neighborhoods and Related First Reading of Ordinance Amending Chapter 14.48 of the Berkeley Municipal Code
126. Colleen Yamada
127. Tylee Holden
128. 9 Similarly-worded form letters

Supplemental Communications and Reports 2

Item #31a: Recommendation Regarding Panoramic Hill Secondary Evacuation (Reviewed by the Public Safety Committee)

Item #31b: Companion Report: Recommendation Regarding Panoramic Hill Secondary Evacuation (Reviewed by the Public Safety Committee)
129. Janice Thomas
130. Michael Kelly on behalf of the Panoramic Hill Association

Item #34: Amending BMC 7.52.060 to include "Wildfire Hardening" in the Real Property Transfer Tax Exceptions
131. Revised agenda material submitted by Vice Mayor Susan Wengraf

Item #37: Encampment Policy Resolution to Promote Healthy and Safe Neighborhoods and Related First Reading of Ordinance Amending Chapter 14.48 of the Berkeley Municipal Code

132. Toni Mester
133. Bobbi Fabian
134. Anne Fletcher
135. Dorothea Dorenz
136. Eric Johnson
137. Cassandra Turgman
138. Scott Robinson
139. Stephanie Baron
140. Bill Berland
141. Xy Indigo Golden
142. Daniel Clancy
143. Maricar Almeda
144. Susan Schwartz, President, Friends of Five Creeks
145. Melissa Matheney
146. Alfred Twu
147. Jared Hammond
148. Asano Fertig and James Apriletti
149. Kasara Mena
150. Josh Jacobs on behalf of the Homeless Services Panel of Experts Commission
151. Martin F Guerrero
152. Phillip Sanders
153. Aimee Baldwin
154. Aran Kaufer
155. Dominic Valerian
156. Chris Chase
157. Tim Daniels
158. Janice Schroeder
159. Beverly Libaire
160. Christine U'Ren
161. Scott Abbott
162. Terri Fashing
163. Rick Smith
164. Justin Remais
165. Nora Daly
166. Martha Duncan
167. James Pirie on behalf of Susan Libby
168. Brad Smith
169. David Epstein (2)
170. Douglas Smith
171. Molly Miller
172. Emily Winston
173. Rachel Bradley

174. D. Miller Wise
175. Jeff Fenigstein
176. Diana Bohn
177. Barbara Rydlander
178. Susie Medak
179. Pamela Blair
180. Dr. R. H. Fish
181. Carol Valk
182. Andrea Satir
183. Laura Katz
184. Brian Gilbane
185. Mike Bank
186. John Rice
187. Michael Lewis
188. Susan Frankel and Moshe Maler
189. Nancy Genn
190. Rachel Tobey
191. Alan Block
192. Meryl & Aimee
193. Michele Lawrence
194. Gina Reiger
195. Sandy Simon
196. Dave Kent
197. Norman Postone
198. Varun Paul
199. Thomas Herrmann
200. Peter Levitt
201. Sherry Keith
202. Jo Ann Driscoll
203. Christopher Reiss
204. Jake Teitelbaum
205. Joan Adams
206. Richard Maisel
207. Mark Mueller
208. Dorothea Dorenz
209. Sabyl Landrum
210. 22 Similarly-worded opposing form letters
211. 134 Similarly-worded supporting form letters

Supplemental Communications and Reports 3

Item #8: City Council Rules of Procedure and Order Revisions *(Reviewed by the Agenda & Rules Committee)*

212. Kitt Saginor

Item #37: Encampment Policy Resolution to Promote Healthy and Safe Neighborhoods and Related First Reading of Ordinance Amending Chapter 14.48 of the Berkeley Municipal Code

213. Sivan Orr
214. Mary Behm-Steinberg
215. Rina Margolin
216. Jack von Euw
217. Fred Krieger
218. Emrad Radek
219. Leigh Stewart
220. J Moore
221. Molly Rosenthal
222. Kevin Jones
223. Julie Greer
224. Sandra Smith
225. Todd Jersey
226. DeAnna Dalton
227. Eric Mason (2)
228. Nancy Rader
229. Jonathan Bachrach
230. Rev. Sophia DeWitt
231. Michael Lonergan
232. Carol Thornton
233. Gib Cattanach
234. Nathaniel Emodi
235. Lee Bishop
236. Claudia Kawczynska
237. Chip Harley
238. Joshua Greene
239. Fatima Espejo
240. Mark Merritt
241. Alan Kiviat
242. Elana Auerbach
243. Ellen Lewis
244. Alison Christiana
245. Chris Hudson
246. Katy Andrews
247. Erica Leverett
248. Jenny Wenk
249. Yesica Prado and Gordon Gilmore on behalf of the Berkeley Homeless Union
250. Ginger Ogle
251. Itamar Landau
252. Jason McGatlin
253. Perry Ko
254. Tatiana Davis
255. Mike Roche
256. Ben Buettner
257. Sam Kaplan Pettus

258. Claudia Benton
259. Juliet Leftwich
260. Susan McKay
261. Joan Wager
262. Carrie Gray
263. Maren Bell
264. Jill McIntire
265. Jorie Heilman
266. Diane Tokugawa
267. Ken Krich
268. Wende Micco and Guy Micco
269. Sylvia
270. Pam Shandrick
271. Tom Attar
272. Elizabeth Pulling
273. David Rosenthal
274. Lynda Caesara
275. Peter DiMaria
276. Lynn Bradley
277. Maria Yates
278. Linda Franklin
279. Veronica King
280. Dan White
281. Jack Kurzweil
282. Jason Gentry
283. Liz Ruhland
284. Josh Buswell-Charkow
285. Matthew Barry
286. Matt Weber
287. Criss Hartzell
288. Cameron Woo
289. Laila Hamidi
290. Becca Freed
291. Karl Knobler
292. Jaime Perkins
293. Olivia deBree
294. Richard Marcus
295. Eva Herzer
296. Rowena Carlson
297. John Niles
298. Barbara
299. Madeline Feingold
300. Laura Cornwall
301. Kristine Dixon
302. Vanessa Moraga
303. Walter Wood

304. Robert Girling
305. John M. Rea
306. Carol Sutton
307. Tony Warwick
308. Andrew Coggiola
309. CC Miksza
310. Bhima Sheridan
311. Irene Rice (2)
312. Irene Brydon
313. Martin Nicolaus
314. G. Vollmer
315. Jacque Ensign
316. Francie Shaw
317. Kathy Farley
318. Stephanie Antalocy
319. Chris Hamilton
320. Meryl & Aimee
321. Rich Walkling
322. Erika Shore
323. Lucas Woodward
324. Sheryl Drinkwater
325. Kathy Ritter
326. Carol Min
327. Ellen Franzen
328. Steven Donaldson
329. Christine Hayamizu
330. Sylvia Soriano
331. Christine Mukai
332. Lauren Ankersmit
333. John Rutherford
334. Abbot Foote
335. Leonard Gilbert
336. Kate Kirkhuff
337. Judith Forrest
338. Rowyn McDonald
339. 14 Similarly worded form letters in support if amended
340. 20 Similarly worded form letters to oppose
341. 79 Similarly worded form letters in support

Miscellaneous Communications

342. Eid (4)

Attachment 3

MINUTES
SPECIAL MEETING OF THE
BERKELEY CITY COUNCIL

Monday, September 16, 2024
6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702
TELECONFERENCE LOCATION - 1404 LE ROY AVENUE, BERKELEY, CA 94708
TELECONFERENCE LOCATION – 1528 HENRY STREET, BERKELEY, CA 94709

JESSE ARREGUIN, MAYOR
Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1610819512. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter Meeting ID: **161 081 9512**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 6:26 p.m.

Present: Kesarwani, Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Taplin

Councilmember Taplin present at 6:37 p.m.

Report from Closed Session

Cong v. City of Berkeley – Alameda County Superior Court Case No. 24CV071838
Council convened in closed session and gave authority to initiate a cross-complaint in a pending action. The action, the cross-defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry.

Fisher v. City of Berkeley, Northern District of California, No. 3:23-cv-4280
Council convened in closed session and approved a settlement offer that has been signed by the Plaintiffs. In exchange for the Plaintiffs' dismissal of their lawsuit and release of all claims, the settlement agreement will require the City to adopt changes to its policy relating to the ability of members of city boards and commissions to attend meetings remotely as a reasonable accommodation and pay 58,000 in attorney's fees.

Action Calendar

1. Ashby BART Transit Oriented Development (TOD)
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager and City Attorney to draft and advance for adoption contractual agreements with San Francisco Bay Area Rapid Transit District (BART) in order to effectuate transit-oriented development in accordance with the term sheet attached to the report.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: 21 speakers. M/S/C (Arreguin/Bartlett) to adopt Resolution No. 71,514–N.S. as revised in Supplemental Communications Packet #1 by the City Manager.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Hahn, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Wengraf.

2. Presentation: Berkeley-El Cerrito Corridor Access Plan (BECCAP)
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: 6 speakers. Presentation made and discussion held.

Adjournment

Action: M/S/C (Arreguin/Tregub) to adjourn the meeting.
Vote: Ayes – Tregub, Hahn, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Taplin, Bartlett, Wengraf.

Adjourned at 9:58 p.m.

I hereby certify that the foregoing is a true and correct record of the special meeting held on September 16, 2024.

_____
Mark Numainville, City Clerk

Communications

- **None**

Supplemental Communications and Reports 1

Item 1: Ashby BART Transit Oriented Development (TOD)

1. Revised material, submitted by Planning and Development Department

Supplemental Communications and Reports 2

Item #1: Ashby BART Transit Oriented Development (TOD)

2. Christopher Smith

Supplemental Communications and Reports 3

Item #1: Ashby BART Transit Oriented Development (TOD)

3. Presentation submitted by the Planning Department
4. Rev. Sophia DeWitt on behalf of East Bay Housing Organizations
5. Moni Law

Item #2: Presentation: Berkeley-El Cerrito Corridor Access Plan (BECCAP)

6. Presentation submitted by the Planning Department

Attachment 4

BERKELEY CITY COUNCIL
SPECIAL MEETING MINUTES
MONDAY, SEPTEMBER 16, 2024

4:30 P.M.

SCHOOL DISTRICT BOARD ROOM – 1231 ADDISON STREET, BERKELEY, CA 94702
TELECONFERENCE LOCATION – 1404 LE ROY AVENUE, BERKELEY, CA 94708
TELECONFERENCE LOCATION – 1528 HENRY STREET, BERKELEY, CA 94709

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1619424437. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter Meeting ID: **161 942 4437**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 4:35 p.m.

Present: Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Kesarwani, Taplin

Public Comment - Limited to items on this agenda only – 9 speakers

CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

1. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(A) AND 54956.9(D)(1):**

   a. *Fisher et al. v. City of Berkeley*, United States District Court, Northern District of California; Case No. 3:23-cv-04280-TSH

   Action: M/S/C (Arreguin/Wengraf) to approve a settlement offer that has been signed by the Plaintiffs. In exchange for the Plaintiffs' dismissal of their lawsuit and release of all claims, the settlement agreement will require the City to adopt changes to its policy relating to the ability of members of city boards and commissions to attend meetings remotely as a reasonable accommodation and pay $58,000 in attorney's fees.
   Vote: Ayes - Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Taplin.

   b. *Lina Cong v. City of Berkeley, et al.* Alameda County Superior Court Case No. 24CV071838

   Action: M/S/C (Hahn/Humbert) to give authority to initiate a cross-complaint in a pending action. The action, the cross-defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry.
   Vote: Ayes - Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Taplin.

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTIONS 54956.8:**

Property Address:	3201 Adeline Street, Berkeley CA
Agency Negotiators:	LaTanya Bellow, City Manager's Office; Dionne Early, Public Works
Negotiating Parties:	City of Berkeley and the Black Repertory Group
Property Owner:	City of Berkeley
Under Negotiation:	Lease Price and Terms

   Action: No reportable action taken.

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTIONS 54956.8:**

Property Address:	2439 Channing Way, Berkeley CA
Agency Negotiators:	LaTanya Bellow, City Manager's Office; Dionne Early, Public Works
Negotiating Parties:	City of Berkeley and Framers' Workshop
Property Owner:	City of Berkeley
Under Negotiation:	Lease Price and Terms

   Action: No reportable action taken.

OPEN SESSION:

Cong v. City of Berkeley – Alameda County Superior Court Case No. 24CV071838
Council convened in closed session and gave authority to initiate a cross-complaint in a pending action. The action, the cross-defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry.

Fisher v. City of Berkeley, Northern District of California, No. 3:23-cv-4280
Council convened in closed session and approved a settlement offer that has been signed by the Plaintiffs. In exchange for the Plaintiffs' dismissal of their lawsuit and release of all claims, the settlement agreement will require the City to adopt changes to its policy relating to the ability of members of city boards and commissions to attend meetings remotely as a reasonable accommodation and pay 58,000 in attorney's fees.

Adjournment

Action: M/S/C (Hahn/Lunaparra) to adjourn the meeting.
Vote: Ayes - Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Taplin.

Adjourned at 6:05 p.m.

I hereby certify that the foregoing is a true and correct record of the closed session meeting held on September 16, 2024.

_____
Mark Numainville, City Clerk

Attachment 5

MINUTES

BERKELEY CITY COUNCIL MEETING

Tuesday, September 24, 2024
6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702

TELECONFERENCE LOCATION - 1404 LE ROY AVE, BERKELEY, CA 94708

TELECONFERENCE LOCATION - 125 MICHIGAN AVE NE, WASHINGTON, DC 20017

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

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Preliminary Matters

Roll Call: 6:17 p.m.

Present: Kesarwani, Taplin, Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: None

Land Acknowledgement Statement: *The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.*

Ceremonial Matters

1. Recognition of BORP Adaptive Sports Expo on October 5, 2024
2. Recognition of United Against Hate Week, September 25 – 27, 2024
3. Appreciation of Deputy City Manager LaTanya Bellow
4. Welcoming City Manager Paul Buddenhagen

City Manager Comments: None

Public Comment on Non-Agenda Matters: 9 speakers.

Public Comment by Employee Unions: 1 speaker.

Consent Calendar

Public Comment on Consent Calendar and Information Items Only: 22 speakers.

Action: M/S/C (Arreguin/Hahn) to adopt the Consent Calendar in one motion except as indicated.
Vote: All Ayes.

Recess Items

1. **Contract: B-Bros Construction Inc. for Temporary Stabilization of Stair Tower Windows at 2180 Milvia Street**
   From: City Manager
   Recommendation: Adopt a Resolution approving the City Manager's emergency authorization of a contract with B-Bros Construction Inc. to make necessary repairs to the windows in the secondary egress stairwells in 2180 Milvia Street in an amount not to exceed $400,000.
   Financial Implications: See report.
   Contact: Terrance Davis, Public Works, (510) 981-6300
   Action: Adopted Resolution No. 71,515–N.S.

Consent Calendar

2. **Amending BMC 7.52.060 to include "Wildfire Hardening" in the Real Property Transfer Tax Exceptions**
   From: Councilmember Wengraf (Author), Councilmember Hahn (Co-Sponsor)
   Recommendation: Adopt second reading of Ordinance No. 7,934-N.S. amending Berkeley Municipal Code 7.52.060, Real Property Transfer Tax Exceptions, by adding Sub-section L, Wildfire Hardening, below Sub-section K, Seismic Upgrades.
   First Reading Vote: Ayes – Kesarwani, Taplin, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Bartlett.
   Financial Implications: None.
   Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160
   Action: Adopted second reading of Ordinance No. 7,934–N.S.

3. **Encampment Policy Resolution to Promote Healthy and Safe Neighborhoods and Related First Reading of Ordinance Amending Chapter 14.48 of the Berkeley Municipal Code**
   From: Councilmember Kesarwani (Author), Councilmember Wengraf (Co-Sponsor)
   Recommendation: Adopt second reading of Ordinance No. 7,935-N.S. adopting revisions to BMC Chapter 14.48 (Ordinance No. 7632) on miscellaneous use of streets and sidewalks to delete portions of 14.48.020, 14.48.120A and 14.48.120B in order to give the City Manager authority to make conforming changes to Administrative Regulation 10.2 to effectuate the above-stated encampment policy. Administrative Regulation 10.2 Regulating Temporary Non-Commercial Objects on Sidewalks and In Parklets Pursuant to BMC 14.48.120 is to be revised by the City Manager to enable enforcement of temporary non-commercial objects of less than nine-square-feet within less than 24 hours in a designated public area marked with signage to deter re-encampment.
   First Reading Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Hahn, Wengraf, Humbert, Arreguin; Noes – Lunaparra; Abstain – None; Absent – None.
   Financial Implications: None.
   Contact: Rashi Kesarwani, Councilmember, District 1, (510) 981-7110
   Action: Adopted second reading of Ordinance No. 7,935–N.S.

Consent Calendar

4. Establish 2025 City Council Meeting Schedule
From: City Manager
Recommendation: Adopt a Resolution establishing the City Council regular meeting schedule for 2025, with starting times of 6:00 p.m.
Financial Implications: None.
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: Adopted Resolution No. 71,516–N.S.

5. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on September 24, 2024
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.
Financial Implications: See report.
Contact: Henry Oyekanmi, Finance, (510) 981-7300
Action: Approved recommendation.

6. Grant Application: Reconnecting Communities Pilot (RCP) Discretionary Grant Program for the Santa Fe Railroad Trackbed to Park Conversion Project
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or their designee to: submit a grant application in the amount of up to $5 million to the U.S. Department of Transportation for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program (second round) for the Santa Fe Railroad Trackbed to Park Conversion Project; accept any grants; execute any resulting grant agreements and any amendments; and that Council authorize the implementation of the project and appropriation of funding for related expenses, subject to securing the grant.
Financial Implications: See report.
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,517–N.S.

Consent Calendar

7. Civic Arts Commission Fund Request - Mitigation Fee Nexus Study, Public Art on Private Development Requirement
From: Civic Arts Commission
Recommendation: The Civic Arts Commission recommends that the City Council allocate $125,000 in the FY24/25 Budget to fund a nexus study on the existing Public Art on Private Development Requirement (Berkeley Municipal Code 23.316), which was established in 2017. The Civic Arts Commission would like to make changes to the requirement to ensure ongoing support for the arts and culture sector in Berkeley. In order to make any changes to the Public Art on Private Development Requirement, first a nexus study is required by the State of California's Mitigation Fee Act.
Financial Implications: See report.
Contact: Jennifer Lovvorn, Commission Secretary, (510) 981-7530
Action: Approved recommendation amended to be a referral to the November or June budget process.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Arreguin; Noes – Humbert.

Council Consent Items

8. Contract No. 32000196 Amendment: Szabo & Associates for Communications Consulting Services
From: Mayor Arreguin (Author)
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32000196 with Szabo & Associates for communications consulting services for the Mayor's Office, increasing the contract amount by $11,632.30 for a new total not to exceed $347,632.30.
Financial Implications: See report.
Contact: Jesse Arreguin, Mayor, (510) 981-7100
Action: Adopted Resolution No. 71,518–N.S.

Council Consent Calendar

9. Budget Referral: Independent Consultant to Conduct Analysis of Referring Restaurant Inspections to Alameda County
From: Councilmember Kesarwani (Author)
Recommendation: Refer to the November budget process $100,000 for the City Manager to engage an independent consultant to conduct an analysis that considers feasibility, costs, and benefits of referring food facility inspections to Alameda County, and submit a report with recommendations for Council consideration and potential action as soon as practicable.
The report should consider the following key areas:
- Environmental Health Division staffing, recruitment and retention;
- Costs and staffing resources to develop a new restaurant inspection database that complies with state rules; and
- Costs and staffing resources to develop a restaurant "grading" system, such as those used in Los Angeles County, New York City, or other jurisdictions.
Financial Implications: See report.
Contact: Rashi Kesarwani, Councilmember, District 1, (510) 981-7110
Action: Added Councilmembers Humbert and Tregub, and Vice-Mayor Wengraf as co-sponsors. Approved recommendation below as revised below in Supplemental Communications Packet #1.

Refer to the November budget process $100,000 for the City Manager to engage an independent consultant to conduct an analysis of the current structure of the Environmental Health Food Inspection Program and provide recommendations for alternative models, staffing levels, and increased use of technology to improve customer service.

Specifically, the analysis should consider feasibility, costs, and benefits of referring food facility inspections to Alameda County, and submit a report with recommendations for Council consideration and potential action as soon as practicable.

The report should consider the following key areas:
- *Environmental Health Division staffing, recruitment and retention;*
- *Costs and staffing resources to develop a new restaurant inspection database that complies with state rules; and*
- *Costs and staffing resources to develop a restaurant "grading" system, such as those used in Los Angeles County, New York City, or other jurisdictions.*

Council Consent Items

10. Resolution Clarifying the Intent of Measure Y (2024) – Increasing the Parks, Trees and Landscaping Maintenance Tax
From: Councilmember Humbert (Author), Councilmember Taplin (Author), Councilmember Wengraf (Author)
Recommendation: In order to ensure that voters are fully informed and to inform future discussions of potential expenditures, it is recommended that the Berkeley City Council adopt the following language to clarify (but not change) the intent of Measure Y: The intent of Measure Y is to generate additional funds by increasing the Parks Tax for park and landscape maintenance in the Waterfront including Cesar Chavez (Berkeley's largest park), improvements to Berkeley's urban forest and street tree plantings, and essential park and landscaping related capital projects.
Financial Implications: See report.
Contact: Mark Humbert, Councilmember, District 8, (510) 981-7180
Action: Approved recommendation as revised in Supplemental Communications Packet #1 to remove reference to a resolution.

Action Calendar – Old Business

11. City Council Rules of Procedure and Order Revisions *(Continued from September 10, 2024)*
From: City Manager
Recommendation: Adopt a Resolution revising the City Council Rules of Procedure and Order to clarify and reorganize existing language, make technical corrections related to account for hybrid meetings; incorporate temporary provisions from Appendix C into the main body of the document; add revisions recommended by the Open Government Commission and approved by Council; Add new language and update existing language related to the legislative process recommended by the Agenda & Rules Committee; and rescinding any preceding amendatory resolutions.
Financial Implications: See report.
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: 3 speakers. M/S/C (Hahn/Tregub) to refer Councilmember Kesarwani's supplemental submission, the Council comments, and the proposed changes in the agenda item to the Agenda & Rules Committee for further review and request that the technical changes be sent back to Council as soon as practical and for the more complex issues to return Council at a later date.
Vote: All Ayes.

Information Reports

12. LPO NOD: 2000 Kala Bagai Way, LMSAP2024-0002
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Received and filed.

Information Reports

13. LPO NOD: 2227 Parker Street, #LMIN2024-0001
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Received and filed.

14. LPO NOD: 8 Greenwood Common, #LMSAP2024-0001
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Received and filed.

Public Comment – Items Not Listed on the Agenda - 3 speakers.

Adjournment

Action: M/S/C (Arreguin/Taplin) to adjourn the meeting.
Vote: All Ayes.

Adjourned at 9:09 p.m.

I hereby certify that the foregoing is a true and correct record of the regular meeting held on September 24, 2024.

_____
Mark Numainville, City Clerk

Communications

Item 7: Civic Arts Commission Fund Request - Mitigation Fee Nexus Study, Public Art on Private Development Requirement
1. Cameron Woo

Demolition of UA Theater
2. Melanie Lawrence
3. Save the UA Berkeley
4. Anne Weinberger
5. Seven similarly worded form letters

Cal Sailing Club and J-Dock at Berkeley Marina
6. David Fraser
7. Amy Pereira
8. Karen Huie
9. David Fawcett
10. Paul Herzmark
11. Andrew Buck
12. Nelson Carpentier
13. Nick Goyhenetche

14. Aradhna Mayalall
15. James Fair
16. Jeff Lewis
17. William Gavelis
18. Neeraj DeLima
19. Grant Padmos

Supporting Berkeley Libraries
20. Cathy Brown

Large Building Fossil Fuel Emissions Tax
21. Anand Patel

Containers Missed Pickup
22. Peter Kuhn

TOPA
23. Marcia Edelen
24. Summer Brenner

Ice Cream Truck Generator
25. Dara Pond
26. Adrian McGilly

West Berkeley Concerns
27. Paul Limb

Zoning Ordinance and Zoning Changes
28. Gabriela Kipnis
29. Paula Skene
30. Susie Zukor
31. Andrea Yankowski
32. Susan Collier Thomakos
33. Jim Greenberg

Article Regarding Wildfires
34. Barbara Gilbert

Concerns Regarding 2070 Martin Luther King Jr Way
35. Bryce Kalousek-Maritano

Survey About Local Issues
36. Dona Bretherick

Loud Noises
37. Erwan Illian

Settlement for Civil Case
38. Jesse McCaffrey

Oakland A's Relocation and Current Events
39. Josh Atwood (5)

Links to Articles
40. Vivian Warkentin (2)
41. Erwan Illian
42. Russbumper (5)

Middle East Conflict and Peace & Justice Commission
43. Angela Jernigan
44. Itamar Landau
45. Wendy Greenfield
46. Dorah Rosen
47. Rick Sterling
48. Jennifer S Fechner (3)
49. Sheila Jordan
50. Yuko Matsumoto
51. J Rosenfeld
52. Dorothea Dorenz (2)
53. Joel Biatch
54. Mordechai.netanel
55. Erwan Illian (6)
56. russbumper (16)
57. 399 similarly worded form letters "Let Berkeley's Peace and Justice Commission Work"
58. 4,800 similarly worded form letters "Vote No on Ceasefire Resolution"

Supplemental Communications and Reports 1

Item #9: Budget Referral: Independent Consultant to Conduct Analysis of Referring Restaurant Inspections to Alameda County
59. Revised agenda material submitted by Councilmember Kesarwani

Item # 10: Resolution Clarifying the Intent of Measure Y (2024) – Increasing the Parks, Trees and Landscaping Maintenance Tax
60. Revised agenda material submitted by Councilmember Humbert, Councilmember Taplin, and Councilmember Wengraf

Supplemental Communications and Reports 2

Item #11: City Council Rules of Procedure and Order Revisions (Continued from September 10, 2024)
61. Revised agenda material submitted by Councilmember Kesarwani

Supplemental Communications and Reports 3

Item #11: City Council Rules of Procedure and Order Revisions (Continued from September 10, 2024)

62. Presentation submitted by the City Clerk Department

Miscellaneous Communications

63. Unknown
64. Eid (3)

Attachment 6

BERKELEY CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, SEPTEMBER 24, 2024
5:00 P.M.

SCHOOL DISTRICT BOARDROOM – 1231 ADDISON STREET, BERKELEY, CA 94702

TELECONFERENCE LOCATION – 1404 LE ROY AVENUE, BERKELEY, CA 94708

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
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DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

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Preliminary Matters

Roll Call: 5:05 p.m.

Present: Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Kesarwani, Taplin, Bartlett, Tregub

Councilmember Taplin present at 5:07 p.m.

Councilmember Kesarwani present at 5:07 p.m.

Councilmember Tregub present at 5:17 p.m.

Councilmember Bartlett present at 5:22 p.m.

Public Comment - Limited to items on this agenda only – 0 speakers

Councilmember Tregub participated in the meeting pursuant to the just cause exemption of the Brown Act as amended by AB 2449.

CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

1. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2):**

    a. Significant exposure to litigation pursuant to Gov. Code Section 54956.9(d)(2) related to the proposed development project at 2274 Shattuck Avenue and the City's pending exemption determination under the California Environmental Quality Act.

    Action: No reportable action taken.

OPEN SESSION:

No reportable action taken.

Adjournment

Action: M/S/C (Arreguin/Lunaparra) to adjourn the meeting.
Vote: All Ayes.

Adjourned at 5:50 p.m.

I hereby certify that the foregoing is a true and correct record of the closed session meeting held on September 24, 2024.

_____
Mark Numainville, City Clerk

Attachment 7

MINUTES
SPECIAL MEETING OF THE BERKELEY CITY COUNCIL

Monday, September 30, 2024
6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702
TELECONFERENCE LOCATION - 1619 EDITH STREET, BERKELEY, CA 94703

JESSE ARREGUIN, MAYOR
Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1618584419. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter Meeting ID: **161 858 4419**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 6:09 p.m.

Present: Taplin, Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert

Absent: Kesarwani, Arreguin

Councilmember Kesarwani present at 6:19 p.m.

Mayor Arreguin present at 7:34 p.m.

Action Calendar

1. **Adopt Berkeley Municipal Code Chapter 13.89: Community/Tenant Opportunity to Purchase Act** *(Reviewed by the Land Use, Housing, & Economic Development Committee) (Item contains revised material)*
   From: Councilmember Harrison (Author)
   Recommendation: Adopt Berkeley Municipal Code Chapter 13.89: The Community/Tenant Opportunity to Purchase Act (COPA/TOPA).
   Policy Committee Recommendation: To forward the item to the City Council with a negative recommendation that the City Council not approve the item.
   Financial Implications: See report
   Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140

   Recess 7:34 p.m. – 7:52 p.m.

   Action: 58 speakers. M/S/Failed (Tregub/Lunaparra) to refer the Harrison COPA/TOPA policy to the City Manager to conduct an analysis of the fiscal, operational, and administrative impact of the policy. The referral will include analysis of the San Francisco COPA program and other known COPA/TOPA programs that exist or are in development, as well as a review of any other comparable tenant acquisition and ownership programs, and their interface with existing Berkeley tenant protection ordinances. Include a $100,000 budget referral for staffing for the purpose of completing this analysis.
   Vote: Ayes – Bartlett, Tregub, Lunaparra; Noes – Kesarwani, Taplin, Hahn, Wengraf, Humbert, Arreguin.

   Action: 58 speakers. M/S/Carried (Hahn/Tregub) to refer to the City Manager to study and return to Council with recommendations for a program based on San Francisco's COPA and to study additional concepts including but not limited to:

   - A potential requirement to offer to "go coop" within a certain number of years of purchase by a qualified non-profit.
   - To consider an appropriate threshold where COPA would apply, taking into consideration operational and fiscal realities.
   - Report on administration costs and sources of funds to support Small Sites projects.
   - Consider potential to provide notice and "right of first refusal" for tenants or groups of tenants to match the best "market" offer.

- Study models other jurisdictions have in place to achieve these tenant acquisition goals.
- Refer $100,000 to budget process to support the study.

Vote: Ayes – Taplin, Bartlett, Tregub, Hahn, Lunaparra, Arreguin; Noes – Kesarwani, Wengraf, Humbert.

Adjournment

Action: M/S/C (Arreguin/Humbert) to adjourn the meeting.
Vote: All Ayes.

Adjourned at 9:09 p.m.

I hereby certify that the foregoing is a true and correct record of the special meeting held on September 30, 2024.

_____
Mark Numainville, City Clerk

Communications

- None

Supplemental Communications and Reports 1

- None

Supplemental Communications and Reports 2

Item #1: -Adopt Berkeley Municipal Code Chapter 13.89: Community/Tenant Opportunity to Purchase Act (Reviewed by the Land Use, Housing, & Economic Development Committee) (Item contains revised material)

1. Revised agenda material submitted by Councilmember Lunaparra and Councilmember Tregub
2. Supplemental agenda material submitted by Councilmember Hahn
3. James Webster
4. Hope Williams
5. Tram Hoang on behalf of PolicyLink
6. Gail Martin (2)
7. Casey Van Veen
8. Jocelyn Goldsmith-De Sena
9. Sheila Goldmacher
10. Linda Burden
11. Carol Curtis

12. Susan Bassein
13. Paula Morgan
14. Mimi Moungovan
15. Gregory Kalkanis
16. Jo Ann Driscoll
17. Michael Trujillo on behalf of East Bay Community Law Center
18. Shaniah Ritzie-Hernandez on behalf of the Alameda Labor Council
19. Andy Kelley
20. S. Omowale Fowles
21. Karla Simmons

Supplemental Communications and Reports 3

Item #1: -Adopt Berkeley Municipal Code Chapter 13.89: Community/Tenant Opportunity to Purchase Act (Reviewed by the Land Use, Housing, & Economic Development Committee) (Item contains revised material)

22. Rev. Sophia DeWitt on behalf of East Bay Housing Organizations
23. Diana
24. Rick Lewis
25. Kathleen Castillo
26. Mary Lai
27. Moni T. Law
28. Jeffrey Melcher
29. Nancy Richerson
30. Mary Canavan
31. Keith Barton
32. Francine Leonard
33. Genevieve Wilson (2)
34. Bhima Sheridan
35. Whitney Sparks
36. Scott and Kathryn E. Hambly
37. Michelle Pellegrin

Attachment 8

BERKELEY CITY COUNCIL
SPECIAL MEETING MINUTES
MONDAY, SEPTEMBER 30, 2024
4:30 P.M.

SCHOOL DISTRICT BOARDROOM – 1231 ADDISON STREET, BERKELEY, CA 94702

TELECONFERENCE LOCATION – 1404 LE ROY AVENUE, BERKELEY, CA 94708

TELECONFERENCE LOCATION - 1619 EDITH STREET, BERKELEY, CA 94703

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1613737680. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter Meeting ID: **161 373 7680**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 4:35 p.m.

Present: Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Kesarwani, Taplin, Bartlett, Tregub

Councilmember Tregub present at 4:39 p.m.

Councilmember Taplin present at 4:41 p.m.

Councilmember Bartlett present at 5:08 p.m.

Public Comment - Limited to items on this agenda only – 0 speakers

Councilmember Taplin participated in the meeting remotely in the meeting under the just cause exception in the Brown Act as amended by AB 2449.

CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

1. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2):**

   a. WCAB #1 ADJ19391581, ADJ15774154

   Action: M/S/C (Arreguin/Tregub) to authorize the City Manager to settle by a stipulated Award of permanent disability with an award of lifetime future medical care, or in the alternative, by Compromise and Release with a release of future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ19391581 and ADJ15774154.
   Vote: Ayes – Taplin, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes - None; Abstain - None; Absent – Kesarwani, Bartlett.

   b. WCAB #2 ADJ11251943, ADJ14359848, ADJ19087904

   Action: M/S/C (Arreguin/Tregub) to authorize the City Manager to settle by a stipulated Award of permanent disability with an Award of lifetime future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ11251943, ADJ14359848 and ADJ19087904.
   Vote: Ayes – Taplin, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes - None; Abstain - None; Absent – Kesarwani, Bartlett.

   c. WCAB #3 ADJ15258918, ADJ15259424

   Action: M/S/C (Hahn/Arreguin) to authorize the City Manager to settle by a stipulated Award of permanent disability with an Award of lifetime future medical care, or in the alternative, by Compromise and Release with a release of future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ15258918 and ADJ15259424.
   Vote: Ayes – Taplin, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes - None; Abstain - None; Absent – Kesarwani, Bartlett.

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTIONS 54956.8**

Property Address: 2431 Channing Way, Berkeley CA and 2425a Channing Way
Agency Negotiators: Paul Buddenhagen, City Manager's Office; Dionne Early, Public Works
Negotiating Parties: City of Berkeley and Dorothy Day House d.b.a Dorothy's Closet
Property Owner: City of Berkeley
Under Negotiation: Lease Price and Terms

Action: No reportable action taken.

OPEN SESSION:

City Council met in closed session on September 30, 2024, Pursuant to Government Code Section 54956.9(d)(2) and provided direction to outside counsel and approved a stipulated settlement of permanent disability with an Award of lifetime future medical care, or in the alternative, by Compromise and Release with a release of future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ19391581 and ADJ15774154.

City Council met in closed session on September 30, 2024, Pursuant to Government Code Section 54956.9(d)(2) and provided direction to outside counsel and approved a stipulated settlement of permanent disability with an Award of lifetime future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ11251943, ADJ14359848 and ADJ19087904.

City Council met in closed session on September 30, 2024, Pursuant to Government Code Section 54956.9(d)(2) and provided direction to outside counsel and approved a stipulated settlement of permanent disability with an Award of lifetime future medical care, or in the alternative, by Compromise and Release with a release of future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ15258918 and ADJ15259424.

Adjournment

Action: M/S/C (Arreguin/Hahn) to adjourn the meeting.
Vote: Ayes – Taplin, Bartlett, Tregub, Hahn, Lunaparra, Humbert, Arreguin; Noes - None; Abstain - None; Absent – Kesarwani, Wengraf.

Adjourned at 5:21 p.m.

I hereby certify that the foregoing is a true and correct record of the closed session meeting held on September 30, 2024.

_____

Mark Numainville, City Clerk

02

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted By: Mark Numainville, City Clerk

Subject: City Council Rules of Procedure and Order Revisions

RECOMMENDATION
Adopt a Resolution revising the City Council Rules of Procedure and Order to clarify and reorganize existing language, make technical corrections related to account for hybrid meetings; incorporate certain temporary provisions from Appendix C into the main body of the document; and rescinding any preceding amendatory resolutions.

POLICY COMMITTEE RECOMMENDATION
On September 30, 2024, the Agenda and Rules Committee adopted the following action: M/S/C (Arreguin/Hahn) to recommend the proposed amendments to the City Council, amended to remove the portion on limiting debate and the phrase about votes on the Consent Calendar. Vote: All Ayes.

FISCAL IMPACTS OF RECOMMENDATION
None.

CURRENT SITUATION AND ITS EFFECTS
On September 24, 2024 the Council considered recommended amendments from the Agenda & Rules Committee that included standard technical changes as well as substantive procedural changes and amendments to the legislative process. The Council referred the item back to the Committee and asked that the standard technical changes be presented to Council as soon as possible while the more substantive amendments receive additional review.

The technical changes in the Rules of Procedure are precipitated primarily by the end of the state-declared emergency and the return to in-person meetings in the hybrid format. While performing that review, other minor technical corrections were made to align with current practices. In addition, all defined terms have been capitalized for consistency.

The updates are shown in track changes with explanatory comments in Attachment 2. The text in Attachment 2 that appears in green with double underline indicates text that

was moved within the document, i.e., the green double underline text is not new language, but simply existing text that was moved from one location to another.

The primary categories of updates are noted below.

- Modify the noticing procedures for ad hoc committees to align with the rules in the Brown Act, and for consistency with City boards and commissions.
- Update the legislative process rules to account for the new Charter Offices of City Attorney and Director of Police Accountability, and properly account for the role of the Auditor in the process.
- Update public comment procedures to account for speakers participating both remotely and in-person under the hybrid meeting model.
- Remove Appendix C, specific to all-remote pandemic meetings, and incorporate certain successful provisions into the main body regarding moving items to the Action Calendar and public comments.

BACKGROUND

The City Council Rules of Procedure and Order governs the duties of the Council, the conduct of meetings, the agenda, procedural matters and facilities. The rules have been amended as necessary over time to improve the function of the legislative process and the conduct of City Council meetings.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

The changes to the Rules are intended to keep the document current and directly applicable to Council meeting format and procedure.

ALTERNATIVE ACTIONS CONSIDERED

The Council may adopt all, some, or none of the proposed amendments.

CONTACT PERSON

Mark Numainville, City Clerk, (510) 981-6900

Attachments:
1: Resolution
    Exhibit A: City Council Rules of Procedure and Order
2: Track Changes Version - City Council Rules of Procedure and Order

RESOLUTION NO. ##,###-N.S.

RE-ADOPTING THE CITY COUNCIL RULES OF PROCEDURE

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Council Rules of Procedure and Order attached hereto as Exhibit A shall govern all proceedings of the City Council therein described, subject to the exception and deviations provided for in such rules.

BE IT FURTHER RESOLVED that violation of these rules shall not be construed as a penal offense, except as provided for by the adopted Rules of Procedure.

BE IT FURTHER RESOLVED that this update is to clarify and reorganize existing language, make technical corrections related to hybrid meetings; incorporate temporary provisions from Appendix C into the main body of the document; add certain new provisions approved by Council; and make changes related to improvements in the legislative process.

BE IT FURTHER RESOLVED that all preceding amendatory resolutions are hereby rescinded.

Exhibit A: City Council Rules of Procedure and Order

Exhibit A

The Berkeley City Council Rules of Procedure and Order

Adopted by Resolution No. ##,###–N.S.

Effective [Date]

Table of Contents

I. DUTIES....4

A. Duties of Mayor....4
B. Duties of Councilmembers....4
C. Motions to be Stated by Chair....4
D. Decorum by Councilmembers....4
E. Voting Disqualification....4
F. Requests for Technical Assistance and/or Reports....5

II. MEETINGS....6

A. Call to Order - Presiding Officer....6
B. Roll Call....6
C. Quorum Call....6
D. Council Meeting Conduct of Business....6
E. Adjournment....7
G. City Council Schedule and Recess Periods....7
H. Pledge of Allegiance to the Flag....8
I. Ad Hoc Subcommittees....8

III. AGENDA....10

A. Declaration of Policy....10
B. Definitions....10
C. Procedure for Bringing Matters Before City Council....12
D. Packet Preparation and Posting....17
E. Agenda Sequence and Order of Business....19
F. Closed Session Documents....19
G. Regulations Governing City Council Policy Committees....21

IV. CONDUCT OF MEETING....27

A. Comments from the Public....27
B. Consent Calendar....32
C. Information Reports Called Up for Discussion....32
D. Written Communications....33
E. Public Hearings for Land Use, Zoning, Landmarks, and Public Nuisance Matters....33
F. Work Sessions....34
G. Protocol....34

V. PROCEDURAL MATTERS....35

A. Persons Authorized to Sit at Tables....35
B. Decorum....35
C. Enforcement of Decorum....35
D. Precedence of Motions....35
E. Robert's Rules of Order....36
F. Rules of Debate....36
G. Debate Limited....37
H. Motion to Lay on Table....37
I. Division of Question....38
J. Addressing the Council....38
K. Addressing the Council After Motion Made....38
L. Use of Cellular Phones and Electronic Devices....38

VI. FACILITIES 39

A. Meeting Location Capacity 39
B. Alternate Facilities for Council Meetings 39
C. Signs, Objects, and Symbolic Materials ..... **Error! Bookmark not defined.**
D. Fire Safety 39
E. Overcrowding 39

APPENDIX A. POLICY FOR NAMING AND RENAMING PUBLIC FACILITIES 41

APPENDIX B. GUIDELINES FOR DEVELOPING & WRITING COUNCIL AGENDA ITEMS ... 44

I. DUTIES

A. Duties of Mayor

The Mayor shall preside at the meetings of the Council and shall preserve strict order and decorum at all regular and special meetings of the Council. The Mayor shall state every question coming before the Council, announce the decision of the Council on all subjects, and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. In the Mayor's absence, the Vice President of the Council (hereafter referred to as the Vice-Mayor) shall preside.

B. Duties of Councilmembers

Promptly at the hour set by law on the date of each regular meeting, the members of the Council shall take their regular stations in the Council Chambers and the business of the Council shall be taken up for consideration and disposition.

C. Motions to be Stated by Chair

When a motion is made, it may be stated by the Chair or the City Clerk before debate.

D. Decorum by Councilmembers

While the Council is in session, the City Council will practice civility and decorum in their discussions and debate. Councilmembers will value each other's time and will preserve order and decorum. A member shall neither, by conversation or otherwise, delay or interrupt the proceedings of the Council, use personal, impertinent or slanderous remarks, nor disturb any other member while that member is speaking or refuse to obey the orders of the presiding officer or the Council, except as otherwise provided herein.

All Councilmembers have the opportunity to speak and agree to disagree but no Councilmember shall speak twice on any given subject unless all other Councilmembers have been given the opportunity to speak. The Presiding Officer may set a limit on the speaking time allotted to Councilmembers during Council discussion.

The presiding officer has the affirmative duty to maintain order. The City Council will honor the role of the presiding officer in maintaining order. If a Councilmember believes the presiding officer is not maintaining order, the Councilmember may move that the Vice-Mayor, or another Councilmember if the Vice-Mayor is acting as the presiding officer at the time, enforce the rules of decorum and otherwise maintain order. If that motion receives a second and is approved by a majority of the Council, the Vice-Mayor, or other designated Councilmember, shall enforce the rules of decorum and maintain order.

E. Voting Disqualification

No member of the Council who is disqualified shall vote upon the matter on which the member is disqualified. Any member shall openly state or have the presiding officer announce the fact and nature of such disqualification in open meeting, and shall not be subject to further inquiry. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the member affected, be

decided by the other members of the Council, by motion, and such decision shall determine such member's right and obligation to vote. A member who is disqualified by conflict of interest in any matter shall not remain in the Chamber during the debate and vote on such matter, but shall request and be given the presiding officer's permission to recuse themselves. Any member having a "remote interest" in any matter as provided in Government Code shall divulge the same before voting.

F. Requests for Technical Assistance and/or Reports

A majority vote of the Council shall be required to direct staff to provide technical assistance, develop a report, initiate staff research, or respond to requests for information or service generated by an individual council member.

II. MEETINGS

A. Call to Order - Presiding Officer

The Mayor, or in the Mayor's absence, the Vice Mayor, shall take the chair precisely at the hour appointed by the meeting Agenda and shall immediately call the Council to order. Upon the arrival of the Mayor, the Vice Mayor shall immediately relinquish the chair. In the absence of the two officers specified in this section, the Councilmember present with the longest period of Council service shall preside.

B. Roll Call

Before the Council shall proceed with the business of the Council, the City Clerk shall call the roll of the members and the names of those present shall be entered in the minutes. The later arrival of any absentee shall also be entered in the minutes.

C. Quorum Call

During the course of the meeting, should the Chair note a Council quorum is lacking, the Chair shall call this fact to the attention of the City Clerk. The City Clerk shall issue a quorum call. If a quorum has not been restored within two minutes of a quorum call, the meeting shall be deemed automatically adjourned.

D. Council Meeting Conduct of Business

The Agenda for the regular business meetings shall include the Order of Business described in Chapter III.E. Presentations and workshops may be included as part of the Action Calendar. The Chair will determine the order in which the item(s) on Action will be heard with the consent of Council.

Three or more members of the City Council must agree to pull an item from the Consent or Information Calendar for it to move to Action. Absent at least three members concurring, the item will stay on the Consent or Information Calendar.

With respect to Consent items, the Mayor or Councilmembers will be allowed to record their aye, nay, or abstain votes on individual items prior to the vote on the Consent Calendar.

Moving an item from the Action Calendar to the Consent Calendar requires the unanimous consent of the entire City Council.

A public hearing that is not expected to be lengthy may be placed on the Agenda for a regular business meeting. When a public hearing is expected to be contentious and lengthy and/or the Council's regular meeting schedule is heavily booked, the Agenda & Rules Committee, in conjunction with the staff, will schedule a special meeting exclusively for the public hearing. No other matters shall be placed on the Agenda for the special meeting. All public comment will be considered as part of the public hearing and no separate time will be set aside for public comment not related to the public hearing at this meeting.

Except at meetings at which the budget is to be adopted, no public hearing may commence later than 10:00 p.m. unless there is a legal necessity to hold the hearing

or make a decision at that meeting or the City Council determines by a two-thirds vote that there is a fiscal necessity to hold the hearing.

The Council will endeavor to inform meeting attendees of the approximate time for high interest items. In addition, the Council will make best efforts to determine if items should be carried over to future meetings earlier in the meeting rather than later.

E. Adjournment

No Council meeting shall continue past 11:00 p.m. unless a two-thirds majority of the Council votes to extend the meeting to discuss specified items; and any motion to extend the meeting beyond 11:00 p.m. shall include a list of specific Agenda Items to be covered and shall specify in which order these items shall be handled.

Any items not completed at a regularly scheduled Council meeting may be continued to an Adjourned Regular Meeting by a two-thirds majority vote of the Council.

F. Unfinished Business

Any items not completed by formal action of the Council, and any items not postponed to a date certain, shall be considered Unfinished Business. All Unfinished Business shall be referred to the Agenda & Rules Committee for scheduling for a Council meeting that occurs within 60 days from the date the item last appeared on a Council Agenda. The 60 day period is tolled during a Council recess.

G. City Council Schedule and Recess Periods

Pursuant to the Open Government Ordinance, the City Council shall hold a minimum of twenty-four (24) meetings, or the amount needed to conduct City business in a timely manner, whichever is greater, each calendar year.

Regular meetings of the City Council shall be held generally two to three Tuesdays of each month except during recess periods; the schedule to be established annually by Council resolution taking into consideration holidays and election dates.

Regular City Council meetings shall begin no later than 6:00 p.m.

A recess period is defined as a period of time longer than 21 days without a regular meeting of the Council.

When a recess period occurs, the City Manager is authorized to take such ministerial actions for matters of operational urgency as would normally be taken by the City Council during the period of recess except for those duties specifically reserved to the Council by the Charter, and including such emergency actions as are necessary for the immediate preservation of the public peace, health or safety; the authority to extend throughout the period of time established by the City Council for the period of recess.

The City Manager shall have the aforementioned authority beginning the day after the Agenda & Rules Committee meeting for the last regular meeting before a Council recess and this authority shall extend up to the date of the Agenda & Rules Committee meeting for the first regular meeting after the Council recess.

The City Manager shall make a full and complete report to the City Council at its first regularly scheduled meeting following the period of recess of actions taken by the City Manager pursuant to this section, at which time the City Council may make such findings as may be required and confirm said actions of the City Manager.

H. Pledge of Allegiance to the Flag

At the first meeting of each year following the August recess and at any subsequent meeting if specifically requested before the meeting by any member of the Council in order to commemorate an occasion of national significance, the first item on the Ceremonial Calendar will be the Pledge of Allegiance.

I. Ad Hoc Subcommittees

From time to time the Council or the Mayor may create ad hoc subcommittees. Please consult with the City Attorney's Office to determine whether the subcommittee is exempt from the Brown Act public meeting requirements.

Ad hoc subcommittees will be staffed by City Council legislative staff. As part of the ad hoc subcommittee process, City staff will undertake a high-level, preliminary analysis of potential legal issues, costs, timelines, and staffing demands associated with the item(s) under consideration. Staff analysis at ad hoc subcommittees is limited to the points above as the recommendation, program, or project has not yet been approved to proceed by the full Council.

Subcommittees must be comprised of at least two members. If only two members are appointed, then both must be present in order for the subcommittee meeting to be held. In other words, the quorum for a two-member subcommittee is always two.

III. AGENDA

A. Declaration of Policy

No ordinance, resolution, or item of business shall be introduced, discussed or acted upon before the Council at its meeting without prior thereto its having been published on the Agenda of the meeting and posted in accordance with Section III.D.2. Exceptions to this rule are limited to circumstances listed in Section III.D.4.b and items continued from a previous meeting and published on a revised Agenda.

B. Definitions

For purposes of this section, the terms listed herein shall be defined as follows:

1. "Agenda Item" means an item placed on the Agenda (on either the Consent Calendar or as a Report For Action) for a vote of the Council by the Mayor or any Councilmember, a Charter Officer, the Auditor, or any board/commission/committee created by the City Council or City Charter, or any Report For Information which may be acted upon if the Mayor or a Councilmember so requests. For purposes of this section, appeals shall be considered action items. All information from a Charter Officer concerning any item to be acted upon by the Council shall be submitted as a report on the Agenda and not as an off-agenda memorandum and shall be available for public review, except to the extent such report is privileged and thus confidential such as an attorney-client communication concerning a litigation matter. Council Agenda Items are limited to a maximum of four Authors and Co-Sponsors, in any combination that includes at least one Author.

   Authors must be listed in the original item as submitted by the Primary Author. Co-Sponsors may only be added in the following manner:

   - In the original item as submitted by the Primary Author
   - In a revised item submitted by the Primary Author at the Agenda & Rules Committee
   - By verbal request of the Primary Author at the Agenda & Rules Committee
   - In a revised item submitted by the Primary Author in Supplemental Reports and Communications Packet #1 or #2
   - By verbal or written request of the Mayor or any Councilmember at the Policy Committee meeting or meeting of the full Council at which the item is considered

2. Agenda items shall contain all relevant documentation, including the information listed below:

   a) A descriptive title that adequately informs the public of the subject matter and general nature of the item or report;

   b) Whether the matter is to be presented on the Consent Calendar or the Action Calendar or as a Report for Information;

c) Recommendation of the report's Primary Author that describes the action to be taken on the item, if applicable;

d) Fiscal impacts of the recommendation;

e) A description of the current situation and its effects;

f) Background information as needed;

g) Rationale for recommendation;

h) Alternative actions considered;

i) For awards of contracts; the abstract of bids and the Affirmative Action Program of the low bidder in those cases where such is required (these provisions shall not apply to Mayor and Council items);

j) Person or persons to contact for further information, with telephone number;

k) Additional information and analysis as required. It is recommended that reports include the points of analysis in Appendix B - Guidelines for Developing and Writing Council Agenda Items.

3. "Author" means the Mayor or other Councilmembers who actually authored an item by contributing to the ideas, research, writing or other material elements.

4. "Primary Author" means the Mayor or Councilmember listed first on the item. The Primary Author is the sole contact for the City Manager with respect to the item. Communication with other Authors and Co-Sponsors, if any, is the responsibility of the Primary Author.

5. "Co-Sponsor" means the Mayor or other Councilmembers who wish to indicate their strong support for the item, but are not Authors, and are designated by the Primary Author to be Co-Sponsors of the Council Agenda Item.

6. "Agenda" means the compilation of the descriptive titles of Agenda Items submitted to the City Clerk, arranged in the sequence established in Section III.E hereof.

7. "Packet" means the Agenda plus all of its corresponding Agenda Items.

8. "Emergency Matter" arises when prompt action is necessary due to the disruption or threatened disruption of public facilities and a majority of the Council determines that:

   a) A work stoppage or other activity which severely impairs public health, safety, or both exists;

   b) A crippling disaster, which severely impairs public health, safety or both exists.

c) Notice of the Council's proposed consideration of any such Emergency Matter shall be given in the manner required by law for such an emergency pursuant to Government Code Section 54956.5.

9. “Continued Business” means Items carried over from a prior Agenda of a meeting occurring less than 11 days earlier.

10. "Old Business" means Items carried over from a prior Agenda of a meeting occurring 11 or more days earlier.

11. “Charter Officer” means the City Manager, City Attorney, and the Director of Police Accountability.

C. Procedure for Bringing Matters Before City Council

1. Persons Who Can Place Matters on the Agenda.

Matters may be placed on the Agenda by the Mayor or any Councilmember, the Auditor, Charter Officers, or any board/commission/committee created by the City Council, ballot measure, or the City Charter. All items are subject to review, referral, and scheduling by the Agenda & Rules Committee pursuant to the rules and limitations contained herein. The Agenda & Rules Committee shall be a standing committee of the City Council.

The Agenda & Rules Committee shall meet 15 days prior to each City Council meeting and shall approve the Agenda of that City Council meeting. Pursuant to BMC Section 1.04.080, if the 15th day prior to the Council meeting falls on a holiday, the Committee will meet the next business day. The Agenda & Rules Committee Packet, including a draft Agenda and reports from the Mayor and Councilmembers, the Auditor, and Commission shall be distributed by 5:00 p.m. four days before the Agenda & Rules Committee meeting.

The Agenda & Rules Committee shall have the powers set forth below.

a) **Items Authored by the Mayor, a Councilmember.**

As to items authored by the Mayor or a Councilmember, the Agenda & Rules Committee shall review the item and may take the following actions:

i. Refer the item to a commission for further analysis (Primary Author may decline and request Policy Committee assignment).

ii. Refer the item to the City Manager for further analysis (Primary Author may decline and request Policy Committee assignment).

iii. Refer the item back to the Primary Author for requested amendments, adherence to required form, or for additional analysis, as required in Section III.B.2 (Primary Author may decline and request Policy Committee assignment).

iv. Refer the item to a Policy Committee.

v. Schedule the item for the Agenda under consideration or one of the next three regular Council Agendas.

For referrals under Chapter III.C.1.a.i, ii, or iii, the Primary Author must inform the City Clerk within 24 hours of the adjournment of the Agenda & Rules Committee meeting whether they prefer to:

1) re-submit the item for a future meeting with modifications as suggested by the Agenda & Rules Committee; or

2) withdraw the item completely; or

3) re-submit the item with revisions as requested by the Agenda & Rules Committee within 24 hours of the adjournment of the Agenda & Rules Committee meeting for the Council Agenda under consideration; or

4) accept the referral of the Agenda & Rules Committee in sub paragraphs III.C.1.a. i, ii, or iii, or request Policy Committee assignment.

If the Primary Author requests a Policy Committee assignment, the item will appear on the next draft Agenda presented to the Agenda & Rules Committee for assignment.

In the event that the City Clerk does not receive guidance from the Primary Author of the referred item within 24 hours of the Agenda & Rules Committee's adjournment, the item will appear on the next draft Agenda for consideration by the Agenda & Rules Committee.

Items being resubmitted for a future meeting to allow for modifications will be placed on the next available Council meeting Agenda at the time that the revised version is submitted to the City Clerk.

b) Items Authored by Charter Officers and the Auditor.

The Agenda & Rules Committee shall review agenda descriptions of items authored by Charter Officers and the Auditor. The Committee can recommend that the matter be referred to a commission, to a Policy Committee, or back to the Charter Officer or the Auditor for adherence to required form, additional analysis as required in Section III.B.2, or suggest other appropriate action including scheduling the matter for a later meeting to allow for appropriate revisions.

If the Charter Officer or the Auditor determines that their item should proceed notwithstanding the Agenda & Rules Committee's recommendation, it will be placed on the agenda as directed by the Manager. All City Manageritems placed on the Council agenda against the recommendation of the Agenda & Rules Committee will automatically be placed on the Action Calendar.

c) Items Authored by Boards and Commissions.
Council items submitted by boards and commissions are subject to City Manager review and must follow procedures and timelines for submittal of reports as described in the Commissioners' Manual. The content of commission items is not subject to review by the Agenda & Rules Committee unless referred for policy review to the Agenda & Rules Committee.

i) For a commission item that does not require a companion report from the City Manager, the Agenda & Rules Committee may act on an agendized commission report in the following manner:

1. Move a commission report from the Consent Calendar to the Action Calendar or from the Action Calendar to the Consent Calendar.

2. Re-schedule the commission report to appear on one of the next three regular Council meeting agendas that occur after the regular meeting under consideration. Commission reports submitted in response to a Council referral shall receive higher priority for scheduling.

3. Refer the item to a Policy Committee for review.

4. Allow the item to proceed as submitted.

ii) For any commission report that requires a companion report, the Agenda & Rules Committee may schedule the item on a Council agenda. The Committee must schedule the commission item for a meeting occurring not sooner than 60 days and not later than 120 days from the date of the meeting under consideration by the Agenda & Rules Committee. A commission report submitted with a complete companion report may be scheduled pursuant to subparagraph c.i. above.

d) The Agenda & Rules Committee shall have the authority to re-order the items on the Action Calendar regardless of the default sequence prescribed in Chapter III, Section E.

2. Scheduling Public Hearings Mandated by State, Federal, or Local Statute.
The City Clerk may schedule a public hearing at an available time and date in those cases where State, Federal or local statute mandates the City Council hold a public hearing.

3. Submission of Agenda Items.

a) **City Manager Items.** Except for Continued Business and Old Business, as a condition to placing an item on the agenda, agenda items from departments, including agenda items from commissions, shall be furnished to the City Clerk at a time established by the City Manager.

b) **Council and Auditor Items.** The deadline for reports submitted by the Auditor, Mayor and Councilmembers is 5:00 p.m. on Monday, 22 days before each regular Council meeting.

c) **Time Critical Items.** A Time Critical item is defined as a matter that is considered urgent by the Author and that has a deadline for action that is prior to the next meeting of the Council and for which a report prepared by a Charter Officer, the Auditor, Mayor or Councilmember is received by the City Clerk after established deadlines and is not included on the Agenda & Rules Committee's published Agenda.

The Primary Author of the report shall bring any reports submitted as Time Critical to the meeting of the Agenda & Rules Committee. Time Critical items must be accompanied by complete reports and statements of financial implications. If the Agenda & Rules Committee finds the matter to meet the definition of Time Critical, the Agenda & Rules Committee may place the matter on the Agenda on either the Consent or Action Calendar.

d) **Timelines.** The City Clerk may not accept any Agenda Item after the adjournment of the Agenda & Rules Committee meeting, except for items carried over by the City Council from a prior City Council meeting occurring 11 or fewer days earlier, which may include supplemental or revised reports, and reports concerning actions taken by boards and commissions that are required by law or ordinance to be presented to the Council within a deadline that does not permit compliance with the agenda timelines in BMC Chapter 2.06 or these rules.

4. Submission of Supplemental and Revised Agenda Material.

Berkeley Municipal Code Section 2.06.070 allows for the submission of supplemental and revised agenda material. Supplemental and revised material cannot be substantially new or only tangentially related to an Agenda Item. Supplemental material must be specifically related to the item in the Agenda Packet. Revised material should be presented as revised versions of the report or item printed in the Agenda Packet. Supplemental and revised material may be submitted for consideration as follows:

a) Supplemental and revised agenda material shall be submitted to the City Clerk no later than 5:00 p.m. seven calendar days prior to the City Council meeting at which it is to be considered. Supplemental and revised items that are received by the deadline shall be distributed to Council in a supplemental reports packet and posted to the City's website no later than 5:00 p.m. five calendar days prior to the meeting. Copies of the supplemental packet shall also be made available in the office of the City Clerk and in the main branch of the Berkeley Public Library. Such material may be considered by the Council without the need for a determination that the good of the City clearly outweighs the lack of time for public review or City Councilmember evaluation.

b) Supplemental and revised agenda material submitted to the City Clerk after 5:00 p.m. seven days before the meeting and no later than 12:00 p.m. one day prior to the City Council meeting at which it is to be considered shall be distributed to Council in a supplemental reports packet and posted to the City's website no later than 5:00 p.m. one day prior to the meeting. Copies of the supplemental packet shall also be made available in the office of the City Clerk and in the main branch of the Berkeley Public Library. Such material may be considered by the Council without the need for a determination that the good of the City clearly outweighs the lack of time for public review or City Council evaluation.

c) After 12:00 p.m. one calendar day prior to the meeting, supplemental or revised reports may be submitted for consideration by delivering a minimum of 40 copies of the supplemental/revised material to the City Clerk for distribution at the meeting and submitting the material electronically to the City Clerk. Each copy must be accompanied by a completed supplemental/revised material cover page, using the form provided by the City Clerk. Revised reports must reflect a comparison with the original item using track changes formatting. The material may be considered only if the City Council, by a two-thirds roll call vote, makes a factual determination that the good of the City clearly outweighs the lack of time for public review or City Councilmember evaluation of the material. Supplemental and revised material must be distributed and a factual determination made prior to the commencement of public comment on the Agenda Item in order for the material to be considered.

5. Submission of Late Urgency Items Pursuant to Government Code Section 54954.2(b)

Late Urgency Items are items proposed for submission to the Council Agenda pursuant to Government Code Section 54954.2(b)

All items to be submitted for consideration for addition to an Agenda as Late Urgency Items shall be accompanied by a cover sheet that includes 1) boxes to check for the Author to affirm whether the item is submitted under the Emergency or Immediate Action Rule (and a short explanation of what is required to meet each rule, as well as the vote threshold required for the item to be placed onto the Agenda by the City Council); 2) a disclaimer in BOLD 14pt. CAPS stating that the item is not yet agendized and may or may not be accepted for the Agenda as a Late Urgency Item, at the City Council's discretion according to Brown Act rules; 3) a prompt requiring the Author to list the facts which support consideration of the item for addition to the Agenda as either an Emergency or Immediate Action item; and 4) a copy of the City Attorney memo on Late Urgency Items.

Late Items must be submitted to the City Clerk no later than 12:00 p.m. (noon) the day prior to the meeting.

All complete Late Items submitted by the deadline will be distributed with Supplemental Communication Packet #2 by 5:00 p.m. the day before the Council meeting. A Late Item

is not considered “complete” and will not be distributed unless submitted with the required cover sheet, filled out in a complete manner.

Very Late Urgency Items of an extremely urgent nature (e.g., earthquake, severe wildfire, pandemic) may be submitted for addition to the Agenda after the deadline of 12:00 p.m. the day before the meeting to accommodate unforeseeable, extreme and unusual circumstances. A Very Late Urgency Item will be distributed at the Council meeting prior to any vote to add it to the Agenda and the Presiding Officer may provide an appropriate break to allow Councilmembers and the public to review the item before voting on whether to add it to the Agenda and possibly again, at the Presiding Officer’s discretion, before the item is voted on.

The required cover sheet should be included with the Very Late Urgency Item unless extremely exigent circumstances underlie the Very Late Urgency Item submission and a written cover sheet could not be prepared (for example, power is out and printing or emailing is not possible), in which case the individual “walking in” the item should be ready to provide all required information verbally at the meeting before a vote is taken to add or not add the item to the Agenda.

6. **Scheduling a Presentation.**
Presentations from staff are either submitted as an Agenda Item or are requested by the City Manager. Presentations from outside agencies and the public are coordinated with the Mayor's Office. The Agenda & Rules Committee may adjust the schedule of presentations as needed to best manage the Council Agenda. The Agenda & Rules Committee may request a presentation by staff in consultation with the City Manager.

D. Packet Preparation and Posting

1. **Preparation of the Packet.**
Not later than the thirteenth day prior to said meeting, the City Clerk shall prepare the Packet, which shall include the Agenda plus all its corresponding Agenda Items. No item shall be considered if not included in the Packet, except as provided for in Section III.C.4 and Section III.D.4.

2. **Distribution and Posting of Agenda.**
   a) The City Clerk shall post each Agenda of the City Council regular meeting no later than 11 days prior to the meeting and shall post each Agenda of a special meeting at least 24 hours prior to the meeting on the official bulletin board. The City Clerk shall maintain an affidavit indicating the location, date and time of posting each Agenda.

   b) The City Clerk shall also post Agendas and annotated Agendas of all City Council meetings and notices of public hearings on the City's website.

   c) No later than 11 days prior to a regular meeting, copies of the Agenda shall be mailed by the City Clerk to any resident of the City of Berkeley who so requests in writing. Copies shall also be available free of charge in the City Clerk Department.

3. **Distribution of the Agenda Packet.**
   The Agenda Packet shall consist of the Agenda and all supporting documents for Agenda Items. No later than 11 days prior to a regular meeting, the City Clerk shall:

   a) distribute the Agenda Packet to each member of the City Council;

   b) post the Agenda Packet to the City's website;

   c) place copies of the Agenda Packet in viewing binders in the office of the City Clerk and in the main branch of the Berkeley Public Library; and

   d) make the Agenda Packet available to members of the press.

4. **Failure to Meet Deadlines.**
   a) The City Clerk shall not accept any Agenda Item or revised Agenda Item after the deadlines established.

   b) Matters not included on the published Agenda may be discussed and acted upon as otherwise authorized by State law or providing the Council finds one of the following conditions is met:

      - A majority of the Council determines that the subject meets the criteria of "Emergency" as defined in Section III.B.8.

      - Two thirds of the Council determines that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the posting of the Agenda as required by law.

   c) Matters listed on the printed Agenda but for which supporting materials are not received by the City Council on the eleventh day prior to said meeting as part of the Agenda Packet, shall not be discussed or acted upon.

E. Agenda Sequence and Order of Business

The Council Agenda for a regular business meeting is to be arranged in the following order:

1. Preliminary Matters: (Ceremonial, Land Acknowledgement Statement, Comments from the City Manager, Comments from the City Auditor [if requested], Non-Agenda Public Comment, Public Comment by Employee Unions)

   a) The Land Acknowledgement Statement and Public Comment from Employee Unions are regularly agendized only for the first regular meeting of each month.

2. Consent Calendar
3. Action Calendar
   a) Appeals
   b) Public Hearings

c) Continued Business
d) Old Business
e) New Business

4. Information Reports
5. Non-Agenda Public Comment
6. Adjournment
7. Communications

Action items may be reordered at the discretion of the Chair with the consent of Council.

The Agenda & Rules Committee shall have the authority to re-order the items on the Action Calendar regardless of the default sequence prescribed in this section.

F. Closed Session Documents

This section establishes a policy for the distribution of, and access to, confidential closed session documents by the Mayor and members of the City Council.

1. Confidential closed session materials shall be kept in binders numbered from one to nine and assigned to the Mayor (#9) and each Councilmember (#1 to #8 by district). The binders will contain confidential closed session materials related to Labor Negotiations, Litigation, and Real Estate matters.

2. The binders will be maintained by City staff and retained in the Office of the City Attorney in a secure manner. City staff will bring the binders to each closed session for their use by the Mayor and Councilmembers. At other times, the binders will be available to the Mayor and Councilmembers during regular business hours for review in the City Attorney's Office. The binders may not be removed from the City Attorney's Office or the location of any closed session meeting by the Mayor or Councilmembers. City staff will collect the binders at the end of each closed session meeting and return them to the City Attorney's Office.

3. Removal of confidential materials from a binder is prohibited.

4. Duplication of the contents of a binder by any means is prohibited.

5. Confidential materials shall be retained in the binders for at least two years.

6. This policy does not prohibit the distribution of materials by staff to the Mayor and Councilmembers in advance of a closed session or otherwise as needed, but such materials shall also be included in the binders unless it is impracticable to do so.

G. Regulations Governing City Council Policy Committees

1. Legislative Item Process

All Agenda Items begin with submission to the Agenda & Rules Committee.

Exempt Items

Items under this category submitted by the Mayor or Councilmembers are exempt from Agenda & Rules Committee discretion to refer them to a Policy Committee. Items in this category may be submitted for the Agenda of any scheduled regular meeting pursuant to established deadlines (same as existing deadlines). Types of Exempt Items are listed below.

a. Position Letters and Resolutions on Legislation and Electoral Issues relating to Outside Agencies/Jurisdictions
b. Relinquishment of Fundss from the Mayor and Councilmember District Office Budgets
c. Referrals to the Budget Process
d. Proclamations
e. Sponsorship of Events
f. Information Reports
g. Presentations from Outside Agencies and Organizations
h. Ceremonial Items
i. Committee and Regional Body Appointments

The Agenda & Rules Committee has discretion to determine if an item submitted by the Mayor or a Councilmember is classified as an Exempt Item or if the item is subject to Policy Committee review

Policy Committee TrackItems submitted by the Mayor or Councilmembers with moderate to significant administrative, operational, budgetary, resource, or programmatic impacts will go first to the Agenda & Rules Committee on a draft City Council Agenda.

The Agenda & Rules Committee must take action on an item as prescribed in Chapter III.C. at the first meeting that the item appears before the Agenda & Rules Committee. The Agenda & Rules Committee may only assign the item to a single Policy Committee.

For a Policy Committee Track item, the Agenda & Rules Committee, at its discretion, may either route item directly to 1) the Agenda currently under consideration, 2) one of the next subsequent three full Council Agendas for a Regular Meeting of the City Council (based on completeness of the item, lack of potential controversy, minimal impacts, etc.), or 3) to a Policy Committee.

Time Critical Items

A Time Critical item is defined as a matter that is considered urgent by the sponsor and that has a deadline for action that is prior to the next meeting of the Council and for which a report prepared by the Mayor or Councilmember is received by the City Clerk after established deadlines and is not included on the Agenda & Rules Committee's published Agenda.

The Agenda & Rules Committee retains final discretion to determine the time critical nature of an item.

Time Critical items that would otherwise be assigned to a Policy Committee, may bypass Policy Committee review if determined to be time critical. If such an item is deemed not to be time critical, it may be referred to a Policy Committee.

Time Critical items that are submitted at a meeting of the Agenda & Rules Committee may go directly on a Council Agenda if determined to be time critical.

2. Council Referrals to Policy Committees

The full Council may refer any Agenda Item to a Policy Committee by majority vote.

3. Participation Rules for Policy Committees Pursuant to the Brown Act

a. The quorum of a three-member Policy Committee is always two members. A majority vote of the committee (two 'yes' votes) is required to pass a motion.

b. Two Policy Committee members may not discuss any item that has been referred to the Policy Committee outside of an open and noticed meeting.

c. Notwithstanding paragraph (b) above, two members of a Policy Committee may be listed as Authors or Co-Sponsors on an item provided that one of the Authors or Co-Sponsors will not serve as a committee member for consideration of the item, and shall not participate in the committee's discussion of, or action on the item. For purposes of the item, the appointed alternate, who also cannot be an Author or Co-Sponsor, will serve as a committee member in place of the non-participating Author or Co-Sponsor.

d. All three members of a Policy Committee may not be Authors or Co-Sponsors of an item that will be heard by the committee.

e. Only one Author or Co-Sponsor who is not a member of the Policy Committee may attend the committee meeting to participate in discussion of the item.

f. If two or more non-committee members are present for any item or meeting, then all non-committee members may act only as observers and may not participate in discussion. If an Author who is not a member of the committee is present to participate in the discussion of their item, no other non-committee member Councilmembers, nor the Mayor, may attend as observers.

g. An item may be considered by only one Policy Committee before it goes to the full Council.

4. Functions of the Policy Committees

Committees shall have the following qualities/components:

a. All committees are Brown Act bodies with noticed public meetings and public comment. Regular meeting Agendas will be posted at least 72 hours in advance of the meeting.
b. Minutes shall be available online.
c. Committees shall adopt regular meeting schedules, generally meeting once or twice per month; special meetings may be called when necessary, in accordance with the Brown Act.
d. Generally, meetings will be held at 2180 Milvia Street in publicly accessible meeting rooms that can accommodate the committee members, public attendees, and staff.
e. Members are recommended by the Mayor and approved by the full Council no later than January 31 of each year. Members continue to serve until successors are appointed and approved.
f. Chairs are elected by the Committee at the first regular meeting of the Committee after the annual approval of Committee members by the City Council. In the absence of the Chair, the committee member with the longest tenure on the Council will preside.
g. The Chair, or a quorum of the Committee may call a meeting or cancel a meeting of the Policy Committee.
h. Committees will review items for completeness in accordance with Section III.B.2 of the City Council Rules of Procedure and Order and alignment with Strategic Plan goals.
i. Reports leaving a Policy Committee must adequately include budget implications, administrative feasibility, basic legal concerns, and staff resource demands in order to allow for informed consideration by the full Council.
j. Per Brown Act regulations, any revised or supplemental materials must be direct revisions or supplements to the item that was published in the Agenda Packet.

Items referred to a Policy Committee from the Agenda & Rules Committee or from the City Council must be agendized for a committee meeting within 60 days of the referral date.

Within 120 days of the referral date, either (1) the committee Chair may accept the Primary Author's request, either in writing, or in person at a meeting of the committee, that the item remain in committee until a date certain (more than one extension may be requested by the Primary Author); or (2) the committee may vote to send the item to the Agenda & Rules Committee to be placed on a Council Agenda with a Committee recommendation consisting of one of the four options listed below. The Committee Chair shall report any extension granted outside of a meeting to the Committee and the City Clerk by email or verbally at the next Committee meeting.

1. Positive Recommendation (recommending Council pass the item as proposed),
2. Qualified Positive Recommendation (recommending Council pass the item with some changes),
3. Qualified Negative Recommendation (recommending Council reject the item unless certain changes are made) or
4. Negative Recommendation (recommending the item not be approved).

The Policy Committee's recommendation will be included in a separate section of the report template for that purpose.

A Policy Committee may not refer an item under its consideration to a City board or commission.

The Primary Author of an item referred to a Policy Committee is responsible for revisions and resubmission of the item back to the full Council. Items originating from the City Manager are revised and submitted by the appropriate City staff. Items from Commissions are revised and resubmitted by the members of the Policy Committee. Items and recommendations originating from the Policy Committee are submitted to the City Clerk by the members of the committee.

If a Policy Committee does not take final action by the 120-day deadline, the item is returned to the Agenda & Rules Committee and appears on the next available Council Agenda. The Agenda & Rules Committee may leave the item on the Agenda under consideration or place it on the next Council Agenda. Items appearing on a City Council Agenda due to lack of action by a Policy Committee may not be referred to a Policy Committee and must remain on the full Council Agenda for consideration.

Policy Committees may add discussion topics that are within their purview to their Agenda with the concurrence of a majority of the Committee. These items are not subject to the 120-day deadline for action.

Once the item is voted out of a Policy Committee, the final item will be resubmitted to the agenda process by the Primary Author, and it will return to the Agenda & Rules Committee on the next available Agenda. The Agenda & Rules Committee may leave the item on the Agenda under consideration or place it on the following Council Agenda. The Agenda & Rules Committee may agendize the item on the Consent Calendar or Action Calendar.

The Primary Author may request expedited committee review for items referred to a committee. Criteria for expedited review is generally to meet a deadline for action (e.g. grant deadline, specific event date, etc.). If the committee agrees to the request, the deadline for final committee action is 45 days from the date the committee approves expedited review.

5. Number and Make-up of Policy Committees

Six committees are authorized, each comprised of three Councilmembers, with a fourth Councilmember appointed as an alternate. Each Councilmember and the Mayor will serve on two committees. The Mayor shall be a member of the Agenda and Rules Committee. The committees are as follows:

1. Agenda and Rules Committee
2. Budget and Finance Committee
3. Facilities, Infrastructure, Transportation, Environment, and Sustainability
4. Health, Life Enrichment, Equity, and Community
5. Land Use, Housing, and Economic Development
6. Public Safety

The Agenda & Rules Committee shall establish the Policy Committee topic groupings, and may adjust said groupings periodically thereafter in order to evenly distribute expected workloads of various committees.

All standing Policy Committees of the City Council are considered “legislative bodies” under the Brown Act and must conduct all business in accordance with the Brown Act.

6. Role of City Staff at Committee Meetings

Committees will be staffed by appropriate City Departments and personnel. As part of the committee process, staff will undertake a high-level, preliminary analysis of potential legal issues, costs, timelines, and staffing demands associated with the item. Staff analysis at the Policy Committee level is limited to the points above as the recommendation, program, or project has not yet been approved to proceed by the full Council.

IV. CONDUCT OF MEETING

A. Comments from the Public

Public comment will be taken in the following order:

- An initial ten-minute period of public comment on non-agenda items, after the commencement of the meeting and immediately after Ceremonial Matters and City Manager Comments.

- At the first regular meeting of the month, a period of public comment reserved for officially designated representatives of City of Berkeley employee unions, with five minutes allocated per union if representatives of three or fewer unions wish to speak and up to three minutes per union if representatives of four or more unions wish to speak.

- Public comment on the Consent and Information Calendars.

- Public comment on the Action Calendar at the onset of the Action calendar with the exception of appeals, public hearings, and quasi-judicial matters requiring public comment for due process purposes.

- Public comment on Action items by those who did not speak in the earlier Action Calendar public comment period, any appeals, public hearings, and/or other quasi-judicial matters requiring extended public comment for due process purposes as they are taken up under procedures set forth in the sections governing each below.

- Public comment on non-agenda items from any speakers who did not speak during the first round of non-agenda public comment at the beginning of the meeting.

Except in the case of public comment by employee unions, speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. A speaker wishing to yield their time shall identify themselves, shall be recognized by the chair, and announce publicly their intention to yield their time. Disabled persons shall have priority seating in the front row of the public seating area.

With respect to public comment by employee unions, each union's allocated time may be shared between more than one representative, and representatives and other members of unions may speak during other public comment periods in the same manner as members of the public.

If ten or fewer persons are interested in speaking on an individual agenda item, each speaker may speak for two minutes. If there are more than ten persons interested in speaking on an item, the Presiding Officer may limit the public comment for all speakers on the item to one minute per speaker.

This procedure also applies to public hearings except those types of public hearings specifically provided for in this chapter.

The Presiding Officer has the discretion to reduce speaker time if needed in order to allow the orderly conduct of the meeting, subject to the consent of a majority of the City Council.

In order to inform members of the public of their place in the speaker's queue, the Presiding Officer will call the names of 5 speakers at a time.

A member of the public may only speak once at public comment on any single item, unless called upon by the Mayor or a Councilmember to answer a specific inquiry, or unless the individual is speaking with respect to a public hearing, a quasi-judicial matter, and/or any other item requiring extended public comment as a matter of due process.

1. **Public Comment on Non-Agenda Matters.**
   Immediately following Ceremonial Matters and the City Manager Comments and prior to reserved public comment by employee unions, up to ten persons will be selected to address matters not on the Council Agenda. If five or fewer persons are identified to provide non-agenda comment, each person selected will be allotted two minutes each. If more than five persons are selected to address matters not on the Council Agenda, each person selected will be allotted one minute each.

   In-person attendees wishing to address the Council on matters not on the Council Agenda during the initial ten-minute period for such comment, must submit a speaker card to the City Clerk in person at the meeting location and prior to the moment that the Presiding Officer calls for public comment on non-agenda items. Remote attendees must raise their hand in the videoconference application when the Presiding Officer calls for non-agenda speakers. The first five raised hands on the videoconference application will be selected to speak and the first five cards drawn at the meeting will be selected to speak. The number of in-person and remote speakers selected may be adjusted by the Presiding Officer if fewer than five speakers from either format are identified.

   The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the Agenda. Speaker cards are not required for this second round of public comment on non-agenda matters.

   Persons submitting speaker cards are not required to list their actual name, however they must list some identifying information or alternate name in order to be called to speak.

   For the second round of public comment on non-agenda matters, the Presiding Officer retains the authority to limit the number of speakers. The Presiding Officer will generally request that persons wishing to speak, line up at the podium to be recognized or raise their hand on the videoconference application to determine the number of persons interested in speaking at that time. Each speaker will be entitled to speak for two minutes each unless the Presiding Officer determines that one-minute is appropriate.

If the meeting is automatically adjourned at 11:00 p.m., or the expiration of any extension after 11:00 p.m., the meeting shall be automatically extended for up to fifteen minutes to hear public comment on non-agenda items.

2. **Public Comment on Consent Calendar and Information Items.**
The Council will first determine whether to move items on the Agenda for "Action" or "Information" to the "Consent Calendar," or move "Consent Calendar" items to "Action." Items that remain on the "Consent Calendar" are voted on in one motion as a group. "Information" items are not discussed or acted upon at the Council meeting unless they are moved to "Action" or "Consent."

   The Council will then take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. A speaker may only speak once during the period for public comment on Consent Calendar and Information items. No additional items can be moved onto the Consent Calendar once public comment has commenced.

   At any time during, or immediately after, public comment on Information and Consent items, the Mayor or any Councilmember may move any Information or Consent item to "Action." Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.

   For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

3. **Public Comment on Action Items.**
After the initial ten minutes of public comment on non-agenda items, reserved public comment by employee unions, public comment on Consent and Information items, and adoption of the Consent Calendar, the public may comment on each remaining item listed on the Agenda for action as the item is taken up.

   At the discretion of the Presiding Officer, with the consent of the Council, there may be a public comment period for one or several of the Action Calendar items at the beginning of the Action Calendar. Speaking time during this comment period is subject to the standard rules for public comments in Chapter IV.A. Speakers may speak to multiple items, but may only speak once during this period. This provision is not applicable to public hearings, appeals, and/or quasi-judicial matters. Attendees that speak on an action item at the scheduled public comment period may not speak again when the action item is taken up by the Council.

   During the public comment period for each Action Item, the Presiding Officer will request that persons wishing to speak, line up at the podium to be recognized or raise their hand on the videoconference application to determine the number of persons interested in speaking on that item.

4. Appeals Appearing on Action Calendar.

With the exception of appeals from decisions of the Zoning Adjustments Board and Landmarks Preservation Commission, appeals from decisions of City commissions appear on the "Action" section of the Council Agenda. Council determines whether to affirm the action of the commission, set a public hearing, or remand the matter to the commission. Appeals of proposed special assessment liens shall also appear on the "Action" section of the Council Agenda. Appeals from decisions of the Zoning Adjustments Board and Landmarks Preservation Commission are automatically set for public hearing and appear on the "Public Hearings" section of the Council Agenda.

Time shall be provided for public comment for persons representing both sides of the action/appeal and each side will be allocated seven minutes to present their comments on the appeal. Where the appellant is not the applicant, the appellants of a single appeal collectively shall have seven minutes to comment and the applicant shall have seven minutes to comment. If there are multiple appeals filed, each appellant or group of appellants shall have seven minutes to comment. Where the appellant is the applicant, the applicant/appellant shall have seven minutes to comment and the persons supporting the action of the board or commission on appeal shall have seven minutes to comment. In the case of an appeal of a proposed lien (nuisance abatement/special assessment) lien, the appellant shall have seven minutes to comment.

After the conclusion of the seven-minute comment periods, members of the public may comment on the appeal. Comments from members of the public regarding appeals shall be limited to one minute per speaker. Any person that addressed the Council during one of the seven-minute periods may not speak again during the public comment period on the appeal. Speakers may yield their time to one other speaker, however, no speaker shall have more than two minutes. Each side shall be informed of this public comment procedure at the time the Clerk notifies the parties of the date the appeal will appear on the Council Agenda.

5. Ralph M. Brown Act Pertaining to Public Comments.

The Brown Act prohibits the Council from discussing or taking action on an issue raised during Public Comment, unless it is specifically listed on the Agenda. However, the Council may refer a matter to the City Manager.

B. Consent Calendar

There shall be a Consent Calendar on all regular meeting Agendas on which shall be included those matters which the Mayor, Councilmembers, boards, commissions, City Auditor, and Charter Officers deem to be of such nature that no debate, prolonged discussion, or inquiry will be necessary at the Council meetings. Ordinances for second reading may be included in the Consent Calendar.

It is the policy of the Council that the Mayor or Councilmembers wishing to ask questions concerning Consent Calendar items should ask questions of the contact person identified prior to the Council meeting so that the need for discussion of Consent Calendar items can be minimized.

C. Information Reports Called Up for Discussion

Reports for Information designated for discussion at the request of the Mayor or any Councilmember shall be added to the appropriate section of the Action Calendar and may be acted upon at that meeting or carried over as pending business until discussed or withdrawn. The Agenda will indicate that at the request of the Mayor or any Councilmember a Report for Information may be acted upon by the Council.

D. Written Communications

Written communications from the public will not appear on the Council Agenda as individual matters for discussion but will be distributed as part of the Council Agenda Packet with a cover sheet identifying the author and subject matter and will be listed under "Communications." All such communications must have been received by the City Clerk no later than 5:00 p.m. fifteen days prior to the meeting in order to be included on the Agenda.

In instances where an individual forwards more than three pages of email messages not related to actionable items on the Council Agenda to the Council to be reproduced in the "Communications" section of the Council Packet, the City Clerk will not reproduce the entire email(s) but instead refer the public to the City's website or a hard copy of the email(s) on file in the City Clerk Department.

All communications shall be simply deemed received without any formal action by the Council. The Mayor or a Councilmember may refer a communication to the City Manager for action, if appropriate, or prepare a Consent or Action item for placement on a future Agenda.

Communications related to an item on the Agenda that are received after 5:00 p.m. fifteen days before the meeting are published as provided for in Chapter III.C.4.

E. Public Hearings for Land Use, Zoning, Landmarks, and Public Nuisance Matters

The City Council, in setting the time and place for a public hearing, may limit the amount of time to be devoted to public presentations. Staff shall introduce the public hearing item and present their comments.

Following any staff presentation, and prior to opening the public hearing, each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Members shall also submit a report of such contacts in writing prior to the commencement of the hearing. Such reports shall include a brief statement describing the name, date, place, and content of the contact. Written reports shall be available for public review in the office of the City Clerk prior to the meeting and placed in a file available for public viewing at the meeting.

This is followed by five-minute presentations each by first the appellant and then the applicant. Where the appellant is not the applicant, the appellants of a single appeal collectively shall have five minutes to comment and the applicant shall have five minutes to comment. If there are multiple appeals filed, each appellant or group of

appellants shall have five minutes to comment. Where the appellant is the applicant, the applicant/appellant shall have five minutes to comment and the persons supporting the action of the board or commission on appeal shall have five minutes to comment. In the case of a public nuisance determination, the representative(s) of the subject property shall have five minutes to present.

The Presiding Officer will request that persons wishing to speak line up at the podium to be recognized or raise their hand on the videoconference platform, to determine the number of persons interested in speaking at that time.

If ten or fewer persons are interested in speaking, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Any person that addressed the Council during one of the five-minute periods may not speak again during the public comment period on the appeal. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may with the consent of persons representing both sides of an issue allocate a block of time to each side to present their issue.

F. Work Sessions

The City Council may schedule a matter for general Council discussion and direction to staff. Official/formal action on a work session item will be scheduled on a subsequent Agenda under the Action portion of the Council Agenda.

In general, public comment at Council work sessions will be heard after the staff presentation, for a limited amount of time to be determined by the Presiding Officer.

The Presiding Officer will request that persons wishing to speak line up at the podium or raise their hand on the videoconference platform to be recognized and to determine the number of persons interested in speaking at that time. If ten or fewer persons are interested in speaking, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes.

After Council discussion, if time permits, the Presiding Officer may allow additional public comment. During this time, each speaker will receive one minute. Persons who spoke during the prior public comment time may be permitted to speak again.

G. Protocol

People addressing the Council may first give their name in an audible tone of voice for the record. All remarks shall be addressed to the Council as a body and not to any member thereof. No one other than the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked of a Councilmember except through the Presiding Officer.

V. PROCEDURAL MATTERS

A. Persons Authorized to Sit at Tables

No person, except City officials, their representatives and representatives of boards and commissions shall be permitted to sit at the tables in the front of the Council Chambers without the express consent of the Council.

B. Decorum

No person shall disrupt the orderly conduct of the Council meeting. Prohibited disruptive behavior includes but is not limited to shouting, making disruptive noises, such as boos or hisses, creating or participating in a physical disturbance, speaking out of turn or in violation of applicable rules, preventing or attempting to prevent others who have the floor from speaking, preventing others from observing the meeting, entering into or remaining in an area of the meeting room that is not open to the public, or approaching the Council Dais without consent. Any written communications addressed to the Council shall be delivered to the City Clerk for distribution to the Council.

C. Enforcement of Decorum

When the public demonstrates a lack of order and decorum, the presiding officer shall call for order and inform the person(s) that the conduct is violating the Rules of Order and Procedure and provide a warning to the person(s) to cease the disruptive behavior. Should the person(s) fail to cease and desist the disruptive conduct, the Presiding Officer may call a five (5) minute recess to allow the disruptions to cease.

If the meeting cannot be continued due to continued disruptive conduct, the presiding officer may have any law enforcement officer on duty remove or place any person who violates the order and decorum of the meeting under arrest and cause that person to be prosecuted under the provisions of applicable law.

D. Precedence of Motions

When a question or motion is before the Council, no motion shall be entertained except:

1. To adjourn;
2. To fix the hour of adjournment;
3. To lay on the table;
4. For the previous question;
5. To postpone to a certain day;
6. To refer;
7. To amend;
8. To substitute; and
9. To postpone indefinitely.

These motions shall have precedence in order indicated. Any such motion, except a motion to amend or substitute, shall be put to a vote without debate.

E. Robert's Rules of Order

Robert's Rules of Order have been adopted by the City Council and apply in all cases except the precedence of motions in Section V.D shall supersede.

F. Rules of Debate

1. **Presiding Officer May Debate.**
   The presiding officer may debate from the chair; subject only to such limitations of debate as are by these rules imposed on all members, and shall not be deprived of any of the rights and privileges as a member of the Council by reason of that person acting as the presiding officer.

2. **Getting the Floor - Improper References to be avoided.**
   Members desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall confine themself to the question under debate.

3. **Interruptions.**
   A member, once recognized, shall not be interrupted when speaking unless it is to call a member to order, or as herein otherwise provided. If a member, while speaking, were called to order, that member shall cease speaking until the question of order is determined, and, if in order, the member shall be permitted to proceed.

4. **Privilege of Closing Debate.**
   The Mayor or Councilmember moving the adoption of an ordinance or resolution shall have the privilege of closing the debate. When a motion to call a question is passed, the Mayor or Councilmember moving adoption of an ordinance, resolution or other action shall have three minutes to conclude the debate.

5. **Motion to Reconsider.**
   A motion to reconsider any action taken by the Council may be made only during the same session such action is taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by a member on the prevailing side, and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same or other motion at a subsequent meeting of the Council.

6. **Repeal or Amendment of Action Requiring a Vote of Two-Thirds of Council, or Greater.**
   Any ordinance or resolution which is passed and which, as part of its terms, requires a vote of two-thirds of the Council or more in order to pass a motion pursuant to such an ordinance or resolution, shall require the vote of the same percent of the Council to repeal or amend the ordinance or resolution.

G. Debate Limited

1. Consideration of each matter coming before the Council shall be limited to 20 minutes from the time the matter is first taken up, at the end of which period consideration of such matter shall terminate and the matter shall be dropped to the foot of the agenda, immediately ahead of Information Reports; provided that either of the following two not debatable motions shall be in order:

    a) A motion to extend consideration which, if passed, shall commence a new twenty-minute period for consideration; or

    b) If there are one or more motions on the floor, a motion for the previous question, which, if passed by a 2/3 vote, shall require an immediate vote on pending motions.

2. The time limit set forth in subparagraph 1 hereof shall not be applicable to any public hearing, public discussion, Council discussion or other especially set matter for which a period of time has been specified (in which case such specially set time shall be the limit for consideration) or which by applicable law (e.g. hearings of appeals, etc.), the matter must proceed to its conclusion.

3. In the interest of expediting the business of the City, failure by the Chair or any Councilmember to call attention to the expiration of the time allowed for consideration of a matter, by point of order or otherwise, shall constitute unanimous consent to the continuation of consideration of the matter beyond the allowed time; provided, however, that the Chair or any Councilmember may at any time thereafter call attention to the expiration of the time allowed, in which case the Council shall proceed to the next item of business, unless one of the motions referred to in Section D hereof is made and is passed.

H. Motion to Lay on Table

A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon a motion of a member voting with the majority and with consent of two-thirds of the members present.

I. Division of Question

If the question contains two or more propositions, which can be divided, the presiding officer may, and upon request of a member shall, divide the same.

J. Addressing the Council

Under the following headings of business, unless the presiding officer rules otherwise, any interested person shall have the right to address the Council in accordance with the following conditions and upon obtaining recognition by the presiding officer:

1. **Written Communications.**
   Interested parties or their authorized representatives may address the Council in the form of written communications in regard to matters of concern to them by

submitting their written communications at the meeting, or prior to the meeting pursuant to the deadlines in Chapter III.C.4.

2. **Public Hearings.**
   Interested persons or their authorized representatives may address the Council by reading protests, petitions, or communications relating to matters then under consideration.

3. **Public Comment.**
   Interested persons may address the Council on any issue concerning City business during the period assigned to Public Comment.

K. Addressing the Council After Motion Made

When a motion is pending before the Council, no person other than the Mayor or a Councilmember shall address the Council without first securing the permission of the presiding officer or Council to do so.

L. Use of Cellular Phones and Electronic Devices

The use of cell phones during City Council meetings is discouraged for the Mayor and Councilmembers. While communications regarding Council items should be minimized, personal communications between family members and/or caregivers can be taken outside in the case of emergencies. In order to acknowledge differences in learning styles and support tactile learners, note-taking can continue to be facilitated both with a pen and paper and/or on electronic devices such as laptop computers and tablets.

The use of cell phones during Closed Session Meetings is explicitly prohibited for the Mayor and Councilmembers.

VI. FACILITIES

A. Meeting Location Capacity

Attendance at Council meetings shall be limited to the posted seating capacity of the meeting location. Entrance to the meeting location will be appropriately regulated by the City Manager on occasions when capacity is likely to be exceeded. While the Council is in session, members of the public shall not remain standing in the meeting room except to address the Council, and sitting on the floor shall not be permitted.

B. Alternate Facilities for Council Meetings

The City Council shall approve in advance a proposal that a Council meeting be held at a facility other than the School District Board Room.

If the City Manager has reason to anticipate that the attendance for a meeting will be substantially greater than the capacity of the Board Room and insufficient time exists to secure the approval of the City Council to hold the meeting at an alternate facility, the City Manager shall make arrangements for the use of a suitable alternate facility to which such meeting may be recessed and moved, if the City Council authorizes the action.

If a suitable alternate facility is not available, the City Council may reschedule the matter to a date when a suitable alternate facility will be available.

Alternate facilities are to be selected from those facilities previously approved by the City Council as suitable for meetings away from the Board Room.

C. Amplified Sound, Signs, Objects, and Symbolic Materials

Amplified sound devices such as bullhorns, megaphones, portable sound systems, and similar devices are prohibited within the meeting location during Council meetings.

Objects and symbolic materials such as signs and banners are permitted in the meeting location provided that they do not interfere with the cameras that broadcast the meeting, obstruct the view of other attendees, or create a fire or safety hazard.

Any type of stick, pole, or similar object is prohibited in the meeting location during Council meetings.

D. Fire Safety

Exits shall not be obstructed in any manner. Obstructions, including storage, shall not be placed in aisles or other exit ways. Hand carried items must be stored so that such items do not inhibit passage in aisles or other exit ways. Attendees are strictly prohibited from sitting in aisles and/or exit ways. Exit ways shall not be used in any way that will present a hazardous condition.

E. Overcrowding

Admittance of persons beyond the approved capacity of a place of assembly is prohibited. When the meeting location has reached the posted maximum capacity, additional attendees shall be directed to the designated overflow area.

F. Format of Meetings

The City Council may conduct regular meetings or special meetings held at the School District Boardroom in the hybrid format with both in-person and virtual participation as provided for in the Brown Act, and as noticed on the meeting Agenda. Council meetings at other locations may be conducted in the hybrid format if technologically feasible.

APPENDIX A. POLICY FOR NAMING AND RENAMING PUBLIC FACILITIES

Purpose
To establish a uniform policy regarding the naming and renaming of existing and future parks, streets, pathways and other public facilities.

Objective
A. To ensure that naming public facilities (such as parks, streets, recreation facilities, pathways, open spaces, public building, bridges or other structures) will enhance the values and heritage of the City of Berkeley and will be compatible with community interest.

Section 1 – Lead Commission
The City Council designates the following commissions as the 'Lead Commissions' in overseeing, evaluating, and ultimately advising the Council in any naming or renaming of a public facility. The lead commission shall receive and coordinate comment and input from other Commissions and the public as appropriate.

Board of Library Trustees

Parks, Recreation & Waterfront Commission – Parks, recreation centers, camps, plazas, public open spaces, and public facilities within the area of the City known as the Waterfront, as described in BMC 3.36.060.B.

Transportation and Infrastructure Commission – Public buildings (other than recreation centers), streets and bridges or other structures in the public thoroughfare.

Section 2 – General Policy
A. Newly acquired or developed public facilities shall be named immediately after acquisition or development to ensure appropriate public identity.
B. No public facility may be named for a living person, but this policy can be overridden with a 2/3 vote of the City Council.
C. Public facilities that are renamed must follow the same criteria for naming new facilities. In addition, the historical significance and geographical reference of the established name should be considered when weighing and evaluating any name change.
D. The City encourages the recognition of individuals for their service to the community in ways that include the naming of activities such as athletic events, cultural presentations, or annual festivals, which do not involve the naming or renaming of public facilities.
E. Unless restricted by covenant, facilities named after an individual should not necessarily be considered a perpetual name.

Section 3 – Criteria for Naming of Public Facilities
When considering the naming of a new public facility or an unnamed portion or feature within an already named public facility (such as a room within the facility or a feature within an established park), or, the renaming of an existing public facility the following criteria shall be applied:

A. Public Facilities are generally easier to identify by reference to adjacent street names, distinct geographic or environmental features, or primary use activity. Therefore, the preferred practice is to give City-owned property a name of historical or geographical significance and to retain these names.
B. No public facility may be named for a living person, but this policy can be overridden with a 2/3 vote of the City Council.
C. The naming of a public facility or any parts thereof in recognition of an individual posthumously may only be considered if the individual had a positive effect on the community and has been deceased for more than 1 year.
D. When a public facility provides a specific programmatic activity, it is preferred that the activity (e.g. skateboard park, baseball diamond) be included in the name of the park or facility.
E. When public parks are located adjacent to elementary schools, a name that is the same as the adjacent school shall be considered.
F. When considering the renaming of an existing public facility, in addition to applying criteria A-E above, proper weight should be given to the fact that: a name lends a site or property authenticity and heritage; existing names are presumed to have historic significance; and historic names give a community a sense of place and identity, continuing through time, and increases the sense of neighborhood and belonging.

Section 4 –Naming Standards Involving a Major Contribution

When a person, group or organization requests the naming or renaming of a public facility, all of the following conditions shall be met:

A. An honoree will have made a major contribution towards the acquisition and/or development costs of a public facility or a major contribution to the City.
B. The honoree has a record of outstanding service to their community
C. Conditions of any donation that specifies that name of a public facility, as part of an agreement or deed, must be approved by the City Council, after review by and upon recommendation of the City Manager.

Section 5 –Procedures for Naming or Renaming of Public Facilities

A. Any person or organization may make a written application to the City Manager requesting that a public facility or portion thereof, be named or renamed.
    1. Recommendations may also come directly of the City Boards or Commissions, the City Council, or City Staff.
B. The City Manager shall refer the application to the appropriate lead commission as defined in Section 1 of the City's policy on naming of public facilities, for that commission's review, facilitation, and recommendation of disposition.
    1. The application shall contain the name or names of the persons or organization making the application and the reason for the requested naming or renaming.
C. The lead commission shall review and consider the application, using the policies and criteria articulated to the City Policy on Naming and Renaming to make a recommendation to Council.
    1. All recommendations or suggestion will be given the same consideration without regard to the source of the nomination

D. The lead commission shall hold a public hearing and notify the general public of any discussions regarding naming or renaming of a public facility.

1. Commission action will be taking at the meeting following any public hearing on the naming or renaming.

E. The commission's recommendation shall be forwarded to Council for final consideration.

The City of Berkeley Policy for Naming and Renaming Public Facilities was adopted by the Berkeley City Council at the regular meeting of January 31, 2012.

APPENDIX B. GUIDELINES FOR DEVELOPING AND WRITING COUNCIL AGENDA ITEMS

These guidelines are derived from the requirements for Agenda items listed in the Berkeley City Council Rules of Procedure and Order, Chapter III, Sections B(1) and (2), reproduced below. In addition, Chapter III Section C(1)(a) of the Rules of Procedure and Order allows the Agenda & Rules Committee to request that the Primary Author of an item provide "additional analysis" if the item as submitted evidences a "significant lack of background or supporting information" or "significant grammatical or readability issues."

These guidelines provide a more detailed and comprehensive overview of elements of a complete Council item. While not all elements would be applicable to every type of Agenda item, they are intended to prompt Authors to consider presenting items with as much relevant information and analysis as possible.

Chapter III, Sections (B)(1) and (2) of Council Rules of Procedure and Order:

2. Agenda items shall contain all relevant documentation, including the following as Applicable:
   a. A descriptive title that adequately informs the public of the subject matter and general nature of the item or report and action requested;
   b. Whether the matter is to be presented on the Consent Calendar or the Action Calendar or as a Report for Information;
   c. Recommendation of the City Manager, if applicable (these provisions shall not apply to Mayor and Council items.);
   d. Fiscal impacts of the recommendation;
   e. A description of the current situation and its effects;
   f. Background information as needed;
   g. Rationale for recommendation;
   h. Alternative actions considered;
   i. For awards of contracts; the abstract of bids and the Affirmative Action Program of the low bidder in those cases where such is required (these provisions shall not apply to Mayor and Council items.);
   j. Person or persons to contact for further information, with telephone number. If the Primary Author of any report believes additional background information, beyond the basic report, is necessary to Council understanding of the subject, a separate compilation of such background information may be developed and copies will be available for Council and for public review in the City Clerk Department, and the City Clerk shall provide limited distribution of such background information depending upon quantity of pages to be duplicated. In such case the agenda item distributed with the packet shall so indicate.

Guidelines for City Council Items:

1. Title
2. Consent/Action/Information Calendar
3. Recommendation
4. Summary Statement/Current situation and its effects
5. Background
6. Review of Existing Plans, Programs, Policies and Laws
7. Actions/Alternatives Considered
8. Consultation/Outreach Overview and Results
9. Rationale for Recommendation
10. Implementation, Administration and Enforcement
11. Environmental Sustainability
12. Fiscal Impacts
13. Outcomes and Evaluation
14. Contact Information
15. Attachments/Supporting Materials

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1. Title

A descriptive title that adequately informs the public of the subject matter and general nature of the item or report and action requested.

2. Consent/Action/Information Calendar

Whether the matter is to be presented on the Consent Calendar or the Action Calendar or as a Report for Information.

3. Recommendation

Clear, succinct statement of action(s) to be taken. Recommendations can be further detailed within the item, by specific reference.

Common action options include:

- Adopt first reading of ordinance
- Adopt a resolution
- Referral to the City Manager (City Manager decides if it is a short term referral or is placed on the RRV ranking list)
- Direction to the City Manager (City Manager is directed to execute the recommendation right away, it is not placed on any referral list)
- Referral to a Commission or to a Standing or Ad Hoc Council Committee
- Referral to the budget process
- Send letter of support
- Accept, Approve, Modify or Reject a recommendation from a Commission or Committee
- Designate members of the Council to perform some action

4. **Summary Statement/ "Current situation and its effects"**
   A short resume of the circumstances that give rise to the need for the recommended action(s).
   - Briefly state the opportunity/problem/concern that has been identified, and the proposed solution.
   - Example (fictional):
     Winter rains are lasting longer than expected. Berkeley's winter shelters are poised to close in three weeks, but forecasts suggest rain for another two months. If they do not remain open until the end of the rainy season, hundreds of people will be left in the rain 24/7. Therefore, this item seeks authorization to keep Berkeley's winter shelters open until the end of April, and refers to the Budget Process $40,000 to cover costs of an additional two months of shelter operations.

5. **Background**
   A full discussion of the history, circumstances and concerns to be addressed by the item.
   - For the above fictional example, Background would include *information and data about the number and needs of homeless individuals in Berkeley, the number and availability of permanent shelter beds that meet their needs, the number of winter shelter beds that would be lost with closure, the impacts of such closure on this population, the weather forecasts, etc.*

6. **Review of Existing Plans, Programs, Policies and Laws**
   Review, identify and discuss relevant/applicable Plans, Programs, Policies and Laws, and how the proposed actions conform with, compliment, are supported by, differ from or run contrary to them. What gaps were found that need to be filled? What existing policies, programs, plans and laws need to be changed/supplemented/improved/repealed? What is missing altogether that needs to be addressed?

   Review of all pertinent/applicable sections of:
   - The City Charter
   - Berkeley Municipal Code
   - Administrative Regulations
   - Council Resolutions
   - Staff training manuals

   Review of all applicable City Plans:
   - The General Plan
   - Area Plans
   - The Climate Action Plan
   - Resilience Plan
   - Equity Plan

- Capital Improvements Plan
- Zero Waste Plan
- Bike Plan
- Pedestrian Plan
- Other relevant precedents and plans

Review of the City's Strategic Plan
Review of similar legislation previously introduced/passed by Council
Review of County, State and Federal laws/policies/programs/plans, if applicable

7. **Actions/Alternatives Considered**
   - What solutions/measures have **other jurisdictions** adopted that serve as models/cautionary tales?
   - What solutions/measures are recommended by **advocates, experts, organizations**?
   - What is the range of actions considered, and what are some of their major pros and cons?
   - Why were other solutions not as feasible/advisable?

8. **Consultation/Outreach Overview and Results**
   - Review/list external and internal stakeholders that were consulted
     - **External**: constituents, communities, neighborhood organizations, businesses and not for profits, advocates, people with lived experience, faith organizations, industry groups, people/groups that might have concerns about the item, etc.
     - **Internal**: staff who would implement policies, the City Manager and/or Deputy CM, Department Heads, City Attorney, City Clerk, etc.
   - What reports, articles, books, websites and other materials were consulted?
   - What was learned from these sources?
   - What changes or approaches did they advocate for that were accepted or rejected?

9. **Rationale for Recommendation**

A clear and concise statement as to whether the item proposes actions that:
- Conform to, clarify or extend existing Plans, Programs, Policies and Laws
- Change/Amend existing Plans, Programs, Policies and Laws in **minor** ways
- Change/Amend existing Plans, Programs, Policies and Laws in **major** ways
- Create an exception to existing Plans, Programs, Policies and Laws
- Reverse/go contrary to or against existing Plans, Programs, Policies and Laws

Argument/summary of argument in support of recommended actions. The argument likely has already been made via the information and analysis already presented,

but should be presented/restated/summarized. Plus, further elaboration of terms for recommendations, if any.

10. **Implementation, Administration and Enforcement**
    Discuss how the recommended action(s) would be implemented, administered and enforced. What staffing (internal or via contractors/consultants) and materials/facilities are likely required for implementation?

11. **Environmental Sustainability and Climate Impacts**
    Discuss the impacts of the recommended action(s), if any, on the environment and the recommendation's positive and/or negative implications with respect to the City's Climate Action, Resilience, and other sustainability goals.

12. **Fiscal Impacts**
    Review the recommended action's potential to generate funds or savings for the City in the short and long-term, as well as the potential direct and indirect costs.

13. **Outcomes and Evaluation**
    State the specific outcomes expected, if any (i.e., *"it is expected that 100 homeless people will be referred to housing every year"*) and what reporting or evaluation is recommended.

14. **Contact Information**

15. **Attachments/Supporting Materials**

Attachment 2

The Berkeley City Council
Rules of Procedure and Order

Adopted by Resolution No. ~~71,174~~##,### –N.S.

Effective ~~January 22, 2024~~[Date]

2180 Milvia Street, Berkeley, CA 94704 ● Tel: (510) 981-6900 ● TDD: (510) 981-6903 ● Fax: (510) 981-6901
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Table of Contents

I. DUTIES 4

A. Duties of Mayor 4
B. Duties of Councilmembers 4
C. Motions to be Stated by Chair 4
D. Decorum by Councilmembers 4
E. Voting Disqualification 4
F. Requests for Technical Assistance and/or Reports 5

II. MEETINGS 6

A. Call to Order - Presiding Officer 6
B. Roll Call 6
C. Quorum Call 6
D. Council Meeting Conduct of Business 6
E. Adjournment 7
G. City Council Schedule and Recess Periods 7
H. Pledge of Allegiance to the Flag 8
I. Ad Hoc Subcommittees 8

III. AGENDA ..... 10~~09~~

A. Declaration of Policy ..... 10~~09~~
B. Definitions ..... 10~~09~~
C. Procedure for Bringing Matters Before City Council ..... 12~~11~~
D. Packet Preparation and Posting ..... 17~~16~~
E. Agenda Sequence and Order of Business ..... 19~~17~~
F. Closed Session Documents ..... 19~~18~~
G. Regulations Governing City Council Policy Committees ..... 21~~19~~

IV. CONDUCT OF MEETING ..... 27~~24~~

A. Comments from the Public ..... 27~~24~~
B. Consent Calendar ..... 32~~27~~
C. Information Reports Called Up for Discussion ..... 32~~27~~
D. Written Communications ..... 33~~28~~
E. Public Hearings for Land Use, Zoning, Landmarks, and Public Nuisance Matters 33~~28~~
F. Work Sessions ..... 34~~29~~
G. Protocol ..... 34~~29~~

V. PROCEDURAL MATTERS ..... 35~~30~~

A. Persons Authorized to Sit at Tables ..... 35~~30~~
B. Decorum ..... 35~~30~~
C. Enforcement of Decorum ..... 35~~30~~
D. Precedence of Motions ..... 35~~30~~
E. Robert's Rules of Order ..... 36~~31~~
F. Rules of Debate ..... 36~~31~~
G. Debate Limited ..... 37~~32~~
H. Motion to Lay on Table ..... 37~~32~~
I. Division of Question ..... 38~~32~~
J. Addressing the Council ..... 38~~32~~
K. Addressing the Council After Motion Made ..... 38~~33~~
L. Use of Cellular Phones and Electronic Devices ..... 38~~33~~

VI. FACILITIES 394134

A. Meeting Location Capacity 394134
B. Alternate Facilities for Council Meetings..... 394134
C. Signs, Objects, and Symbolic Materials ..... **Error! Bookmark not defined.**
D. Fire Safety 394134
E. Overcrowding..... 394134

APPENDIX A. POLICY FOR NAMING AND RENAMING PUBLIC FACILITIES..... 414335

APPENDIX B. GUIDELINES FOR DEVELOPING & WRITING COUNCIL AGENDA ITEMS 444638

~~**APPENDIX C. TEMPORARY RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS THROUGH VIDEO CONFERENCE DURING THE COVID-19 EMERGENCY..... 495143**~~

I. DUTIES

A. Duties of Mayor

The Mayor shall preside at the meetings of the Council and shall preserve strict order and decorum at all regular and special meetings of the Council. The Mayor shall state every question coming before the Council, announce the decision of the Council on all subjects, and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. In the Mayor's absence, the Vice President of the Council (hereafter referred to as the Vice-Mayor) shall preside.

B. Duties of Councilmembers

Promptly at the hour set by law on the date of each regular meeting, the members of the Council shall take their regular stations in the Council Chambers and the business of the Council shall be taken up for consideration and disposition.

C. Motions to be Stated by Chair

When a motion is made, it may be stated by the Chair or the City Clerk before debate.

D. Decorum by Councilmembers

While the Council is in session, the City Council will practice civility and decorum in their discussions and debate. Councilmembers will value each other's time and will preserve order and decorum. A member shall neither, by conversation or otherwise, delay or interrupt the proceedings of the Council, use personal, impertinent or slanderous remarks, nor disturb any other member while that member is speaking or refuse to obey the orders of the presiding officer or the Council, except as otherwise provided herein.

All Councilmembers have the opportunity to speak and agree to disagree but no Councilmember shall speak twice on any given subject unless all other Councilmembers have been given the opportunity to speak. The Presiding Officer may set a limit on the speaking time allotted to Councilmembers during Council discussion.

The presiding officer has the affirmative duty to maintain order. The City Council will honor the role of the presiding officer in maintaining order. If a Councilmember believes the presiding officer is not maintaining order, the Councilmember may move that the Vice-Mayor, or another Councilmember if the Vice-Mayor is acting as the presiding officer at the time, enforce the rules of decorum and otherwise maintain order. If that motion receives a second and is approved by a majority of the Council, the Vice-Mayor, or other designated Councilmember, shall enforce the rules of decorum and maintain order.

E. Voting Disqualification

No member of the Council who is disqualified shall vote upon the matter on which the member is disqualified. Any member shall openly state or have the presiding officer announce the fact and nature of such disqualification in open meeting, and shall not be subject to further inquiry. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the member affected, be

decided by the other members of the Council, by motion, and such decision shall determine such member's right and obligation to vote. A member who is disqualified by conflict of interest in any matter shall not remain in the Chamber during the debate and vote on such matter, but shall request and be given the presiding officer's permission to recuse themselves. Any member having a "remote interest" in any matter as provided in Government Code shall divulge the same before voting.

F. Requests for Technical Assistance and/or Reports

A majority vote of the Council shall be required to direct staff to provide technical assistance, develop a report, initiate staff research, or respond to requests for information or service generated by an individual council member.

II. MEETINGS

A. Call to Order - Presiding Officer

The Mayor, or in the Mayor's absence, the Vice Mayor, shall take the chair precisely at the hour appointed by the meeting Agenda and shall immediately call the Council to order. Upon the arrival of the Mayor, the Vice Mayor shall immediately relinquish the chair. In the absence of the two officers specified in this section, the Councilmember present with the longest period of Council service shall preside.

B. Roll Call

Before the Council shall proceed with the business of the Council, the City Clerk shall call the roll of the members and the names of those present shall be entered in the minutes. The later arrival of any absentee shall also be entered in the minutes.

C. Quorum Call

During the course of the meeting, should the Chair note a Council quorum is lacking, the Chair shall call this fact to the attention of the City Clerk. The City Clerk shall issue a quorum call. If a quorum has not been restored within two minutes of a quorum call, the meeting shall be deemed automatically adjourned.

D. Council Meeting Conduct of Business

The ~~agenda~~Agenda for the regular business meetings shall include the Order of Business described in Chapter III.E. ~~following: Ceremonial Items (including comments from the City Auditor if requested); Comments from the City Manager; Comments from the Public; Consent Calendar; Action Calendar (Appeals, Public Hearings, Continued Business, Old Business, New Business); Information Reports; and Communication from the Public.~~ Presentations and workshops may be included as part of the Action Calendar. The Chair will determine the order in which the item(s) on Action will be heard with the consent of Council.

Commented [NML1]: Eliminates redundancy within the document. Chapter III.E. is more detailed.

Three ~~(3)~~ or more members of the City Council must agree to pull an item from the Consent or Information Calendar for it to move to Action. Absent at least three members concurring, the item will stay on the Consent or Information Calendar.

Commented [NML2]: Process moved here from Appendix C

~~and, w~~With respect to Consent items, the Mayor or Councilmembers will be allowed to record their aye, nay, or abstain votes on individual items ~~or the entire Consent Calendar~~ prior to the vote on the Consent Calendar.

Moving an item from the Action Calendar to the Consent Calendar requires the unanimous consent of the entire City Council.

~~Upon request by the Mayor or any Councilmember, any item may be moved from the Consent Calendar or Information Calendar to the Action Calendar. Unless there is an objection by the Mayor or any Councilmember, the Council may also move an item from the Action Calendar to the Consent Calendar.~~

A public hearing that is not expected to be lengthy may be placed on the ~~agenda~~Agenda for a regular business meeting. When a public hearing is expected

to be contentious and lengthy and/or the Council's regular meeting schedule is heavily booked, the Agenda & Rules Committee, in conjunction with the staff, will schedule a special meeting exclusively for the public hearing. No other matters shall be placed on the ~~agenda~~Agenda for the special meeting. All public comment will be considered as part of the public hearing and no separate time will be set aside for public comment not related to the public hearing at this meeting.

Except at meetings at which the budget is to be adopted, no public hearing may commence later than 10:00 p.m. unless there is a legal necessity to hold the hearing or make a decision at that meeting or the City Council determines by a two-thirds vote that there is a fiscal necessity to hold the hearing.

The Council will endeavor to inform meeting attendees of the approximate time for high interest items. In addition, the Council will make best efforts to determine if items should be carried over to future meetings earlier in the meeting rather than later.

Commented [NML3]: Per Council action on 5/7/24.

E. Adjournment

No Council meeting shall continue past 11:00 p.m. unless a two-thirds majority of the Council votes to extend the meeting to discuss specified items; and any motion to extend the meeting beyond 11:00 p.m. shall include a list of specific Agenda Items to be covered and shall specify in which order these items shall be handled.

Any items not completed at a regularly scheduled Council meeting may be continued to an Adjourned Regular Meeting by a two-thirds majority vote of the Council.

F. Unfinished Business

Any items not completed by formal action of the Council, and any items not postponed to a date certain, shall be considered Unfinished Business. All Unfinished Business shall be referred to the Agenda & Rules Committee for scheduling for a Council meeting that occurs within 60 days from the date the item last appeared on a Council ~~agenda~~Agenda. The 60 day period is tolled during a Council recess.

G. City Council Schedule and Recess Periods

Pursuant to the Open Government Ordinance, the City Council shall hold a minimum of twenty-four (24) meetings, or the amount needed to conduct City business in a timely manner, whichever is greater, each calendar year.

Regular meetings of the City Council shall be held generally two to three Tuesdays of each month except during recess periods; the schedule to be established annually by Council resolution taking into consideration holidays and election dates.

Regular City Council meetings shall begin no later than 6:00 p.m.

A recess period is defined as a period of time longer than 21 days without a regular meeting of the Council.

When a recess period occurs, the City Manager is authorized to take such ministerial actions for matters of operational urgency as would normally be taken by the City Council during the period of recess except for those duties specifically reserved to

the Council by the Charter, and including such emergency actions as are necessary for the immediate preservation of the public peace, health or safety; the authority to extend throughout the period of time established by the City Council for the period of recess.

The City Manager shall have the aforementioned authority beginning the day after the Agenda & Rules Committee meeting for the last regular meeting before a Council recess and this authority shall extend up to the date of the Agenda & Rules Committee meeting for the first regular meeting after the Council recess.

The City Manager shall make a full and complete report to the City Council at its first regularly scheduled meeting following the period of recess of actions taken by the City Manager pursuant to this section, at which time the City Council may make such findings as may be required and confirm said actions of the City Manager.

H. Pledge of Allegiance to the Flag

At the first meeting of each year following the August recess and at any subsequent meeting if specifically requested before the meeting by any member of the Council in order to commemorate an occasion of national significance, the first item on the Ceremonial Calendar will be the Pledge of Allegiance.

I. Ad Hoc Subcommittees

From time to time the Council or the Mayor may create ad hoc subcommittees. Please consult with the City Attorney's Office to determine whether the subcommittee is exempt from the Brown Act public meeting requirements. ~~appoint several of its members but fewer than the existing quorum of the present body to serve as an ad hoc subcommittee. Only Councilmembers may be members of the ad hoc subcommittee; however, the subcommittee shall seek input and advice from residents, related commissions, and other groups, as appropriate to the charge or responsibilities of such subcommittee. Ad hoc subcommittees must be reviewed annually by the Council to determine if the subcommittee is to continue.~~

~~Upon creation of an ad hoc subcommittee, the Council shall allow it to operate with the following parameters:~~

~~1. A specific charge or outline of responsibilities shall be established by the Council.~~
~~2. A target date must be established for a report back to the Council.~~
~~3. Maximum life of the subcommittee shall be one year, with annual review and possible extension by the Council.~~

~~Subcommittees shall conduct their meetings in locations that are open to the public and meet accessibility requirements under the Americans with Disabilities Act. Meetings may be held at privately owned facilities provided that the location is open to all that wish to attend and that there is no requirement for purchase to attend. Agendas for subcommittee meetings must be posted in the same manner as the agendas for regular Council meetings except that subcommittee agendas may be posted with 24-hour notice. The public will be permitted to comment on agenda items but public comments may be limited to one minute if deemed necessary by the~~

Commented [NML4]: Simplified language to ensure ongoing consistency with Brown Act.

Commented [NML5]: Ad hoc committees are not legislative bodies under the Brown Act. These requirements have been repealed for commissions and need to be repealed for the Council for consistency.

~~Committee Chair. Agendas and minutes of the meetings must be maintained and made available upon request.~~

Ad hoc subcommittees will be staffed by City Council legislative staff. As part of the ad hoc subcommittee process, City staff will undertake a high-level, preliminary analysis of potential legal issues, costs, timelines, and staffing demands associated with the item(s) under consideration. Staff analysis at ad hoc subcommittees is limited to the points above as the recommendation, program, or project has not yet been approved to proceed by the full Council.

Subcommittees must be comprised of at least two members. If only two members are appointed, then both must be present in order for the subcommittee meeting to be held. In other words, the quorum for a two-member subcommittee is always two.

~~Ad hoc subcommittees may convene a closed session meeting pursuant to the conditions and regulations imposed by the Brown Act.~~

III. AGENDA

A. Declaration of Policy

No ordinance, resolution, or item of business shall be introduced, discussed or acted upon before the Council at its meeting without prior thereto its having been published on the ~~agenda~~Agenda of the meeting and posted in accordance with Section III.D.2. Exceptions to this rule are limited to circumstances listed in Section III.D.4.b and items continued from a previous meeting and published on a revised ~~agenda~~Agenda.

B. Definitions

For purposes of this section, the terms listed herein shall be defined as follows:

1. "Agenda Item" means an item placed on the ~~agenda~~Agenda (on either the Consent Calendar or as a Report For Action) for a vote of the Council by the Mayor or any Councilmember, ~~the City Manager~~a Charter Officer, the Auditor, or any board/commission/committee created by the City Council or City Charter, or any Report For Information which may be acted upon if the Mayor or a Councilmember so requests. For purposes of this section, appeals shall be considered action items. All information from ~~the City Manager~~a Charter Officer concerning any item to be acted upon by the Council shall be submitted as a report on the ~~agenda~~Agenda and not as an off-agenda memorandum and shall be available for public review, except to the extent such report is privileged and thus confidential such as an attorney~~-~~-client communication concerning a litigation matter. Council Aagenda litems are limited to a maximum of four Authors and Co-Sponsors, in any combination that includes at least one Author.

   Authors must be listed in the original item as submitted by the Primary Author. Co-Sponsors may only be added in the following manner:

   - In the original item as submitted by the Primary Author
   - In a revised item submitted by the Primary Author at the Agenda & Rules Committee
   - By verbal request of the Primary Author at the Agenda & Rules Committee
   - In a revised item submitted by the Primary Author in Supplemental Reports and Communications Packet #1 or #2
   - By verbal or written request of the Mayor or any Councilmember at the Policy Committee meeting or meeting of the full Council at which the item is considered

2. Agenda items shall contain all relevant documentation, including the information listed below:

   a) A descriptive title that adequately informs the public of the subject matter and general nature of the item or report;

   b) Whether the matter is to be presented on the Consent Calendar or the Action Calendar or as a Report for Information;

c) Recommendation of the report's Primary Author that describes the action to be taken on the item, if applicable;

d) Fiscal impacts of the recommendation;

e) A description of the current situation and its effects;

f) Background information as needed;

g) Rationale for recommendation;

h) Alternative actions considered;

i) For awards of contracts; the abstract of bids and the Affirmative Action Program of the low bidder in those cases where such is required (these provisions shall not apply to Mayor and Council items);

j) Person or persons to contact for further information, with telephone number;

k) Additional information and analysis as required. It is recommended that reports include the points of analysis in Appendix B - Guidelines for Developing and Writing Council Agenda Items.

3. "Author" means the Mayor or other Councilmembers who actually authored an item by contributing to the ideas, research, writing or other material elements.

4. "Primary Author" means the Mayor or Councilmember listed first on the item. The Primary Author is the sole contact for the City Manager with respect to the item. Communication with other Authors and Co-Sponsors, if any, is the responsibility of the Primary Author.

5. "Co-Sponsor" means the Mayor or other Councilmembers who wish to indicate their strong support for the item, but are not Authors, and are designated by the Primary Author to be ~~co-sponsor~~Co-Sponsors of the Ccouncil ~~agenda item~~Agenda Item.

6. "Agenda" means the compilation of the descriptive titles of Aagenda litems submitted to the City Clerk, arranged in the sequence established in Section III.E hereof.

7. "Packet" means the ~~agenda~~Agenda plus all of its corresponding ~~agenda item~~Agenda Items.

8. "Emergency Matter" arises when prompt action is necessary due to the disruption or threatened disruption of public facilities and a majority of the Council determines that:

   a) A work stoppage or other activity which severely impairs public health, safety, or both exists;

b) A crippling disaster, which severely impairs public health, safety or both exists.

~~b)~~c) ~~–~~Notice of the Council's proposed consideration of any such ~~emergency matter~~Emergency Matter shall be given in the manner required by law for such an emergency pursuant to Government Code Section 54956.5.

9. "Continued Business" means Items carried over from a prior ~~agenda~~Agenda of a meeting occurring less than 11 days earlier.

10. "Old Business" means Items carried over from a prior ~~agenda~~Agenda of a meeting occurring ~~more than~~ 11 or more days earlier.

~~10.~~11. "Charter Officer" means the City Manager, City Attorney, and the Director of Police Accountability.

C. Procedure for Bringing Matters Before City Council

1. Persons Who Can Place Matters on the Agenda.

Matters may be placed on the ~~agenda~~Agenda by the Mayor or any Councilmember, ~~the City Manager,~~ the Auditor, Charter Officers, or any board/commission/committee created by the City Council, ballot measure, or the City Charter. All items are subject to review, referral, and scheduling by the Agenda & Rules Committee pursuant to the rules and limitations contained herein. The Agenda & Rules Committee shall be a standing committee of the City Council.

The Agenda & Rules Committee shall meet 15 days prior to each City Council meeting and shall approve the ~~agenda~~Agenda of that City Council meeting. Pursuant to BMC Section 1.04.080, if the 15th day prior to the Council meeting falls on a holiday, the Committee will meet the next business day. The Agenda & Rules Committee ~~packet~~Packet, including a draft ~~agenda~~Agenda and reports from the Mayor and Councilmembers, the Auditor, and Commission ~~reports~~ shall be distributed by 5:00 p.m. four days before the Agenda & Rules Committee meeting.

The Agenda & Rules Committee shall have the powers set forth below.

a) **Items Authored by the Mayor, a Councilmember~~, or the Auditor~~.**

Commented [NML6]: Auditor moved to paragraph (b) below with the consent of the Auditor

As to items authored by the Mayor~~,~~ or a Councilmember~~, or the Auditor~~, the Agenda & Rules Committee shall review the item and may take the following actions:

i. Refer the item to a commission for further analysis (Primary Author may decline and request Policy Committee assignment).

ii. Refer the item to the City Manager for further analysis (Primary Author may decline and request Policy Committee assignment).

iii. Refer the item back to the Primary Author for requested amendments, adherence to required form, or for additional analysis, as required in

Section III.B.2 (Primary Author may decline and request Policy Committee assignment).

iv. Refer the item to a Policy Committee.

v. Schedule the item for the ~~agenda~~Agenda under consideration or one of the next three ~~full~~regular Council ~~agenda~~Agendas.

For referrals under Chapter III.C.1.a.i, ii, or iii, the Primary Author must inform the City Clerk within 24 hours of the adjournment of the Agenda & Rules Committee meeting whether they prefer to:

1) re-submit the item for a future meeting with modifications as suggested by the Agenda & Rules Committee; or

2) withdraw~~pull~~ the item completely; or

3) re-submit the item with revisions as requested by the Agenda & Rules Committee within 24 hours of the adjournment of the Agenda & Rules Committee meeting for the Council ~~agenda~~Agenda under consideration; or

4) accept the referral of the Agenda & Rules Committee in sub paragraphs III.C.1.a. i, ii, or iii, or request Policy Committee assignment.

If the Primary Author requests a Policy Committee assignment, the item will appear on the next draft ~~agenda~~Agenda presented to the Agenda & Rules Committee for assignment.

In the event that the City Clerk does not receive guidance from the Primary Author of the referred item within 24 hours of the Agenda & Rules Committee's adjournment, the item will appear on the next draft ~~agenda~~Agenda for consideration by the Agenda & Rules Committee.

Items ~~held~~ being resubmitted for a future meeting to allow for modifications will be placed on the next available Council meeting ~~agenda~~Agenda at the time that the revised version is submitted to the City Clerk.

b) Items Authored by ~~the City Manager~~Charter Officers and the Auditor. The Agenda & Rules Committee shall review agenda descriptions of items authored by ~~the City Manager~~Charter Officers and the Auditor. The Committee can recommend that the matter be referred to a commission, to a Policy Committee, or back to the ~~City Manager~~Charter Officer or the Auditor for adherence to required form, additional analysis as required in Section III.B.2, or suggest other appropriate action including scheduling the matter for a later meeting to allow for appropriate revisions.

If the ~~City Manager~~Charter Officer or the Auditor determines that their item ~~matter~~ should proceed notwithstanding the Agenda & Rules Committee's recommendation~~action~~, it will be placed on the ~~agenda~~Agenda as directed by the ~~Manager~~Charter Officer or the Auditor. All Charter Officer and Auditor ~~City Manager~~items placed on the Council ~~agenda~~Agenda against the recommendation of the Agenda & Rules Committee will automatically be placed on the Action Calendar.

c) Items Authored by Boards and Commissions.

Agenda Items~~Council items~~ submitted by boards and commissions are subject to City Manager review and must follow procedures and timelines for submittal of reports as described in the Commissioners' Manual. The content of commission items is not subject to review by the Agenda & Rules Committee unless referred for policy review to the Agenda & Rules Committee.

i) For a commission item that does not require a companion report from the City Manager, the Agenda & Rules Committee may act on an agendized commission item~~report~~ in the following manner:

1. Move a commission report from the Consent Calendar to the Action Calendar or from the Action Calendar to the Consent Calendar.

2. Re-schedule the commission report to appear on one of the next three regular Council meeting ~~agenda~~Agendas that occur after the regular meeting under consideration. Commission reports submitted in response to a Council referral shall receive higher priority for scheduling.

3. Refer the item to a Policy Committee for review.

4. Allow the item to proceed as submitted.

ii) For any commission report that requires a City Manager companion report, the Agenda & Rules Committee may schedule the item on a Council ~~agenda~~Agenda. The Committee must schedule the commission item for a meeting occurring not sooner than 60 days and not later than 120 days from the date of the meeting under consideration by the Agenda & Rules Committee. A commission report submitted with a complete companion report may be scheduled pursuant to subparagraph ~~c~~e.i. above.

d) The Agenda & Rules Committee shall have the authority to re-order the items on the Action Calendar regardless of the default sequence prescribed in Chapter III, Section E.

2. Scheduling Public Hearings Mandated by State, Federal, or Local Statute.

The City Clerk may schedule a public hearing at an available time and date in those cases where State, Federal or local statute mandates the City Council hold a public hearing.

3. **Submission of Agenda Items.**
   a) **~~City Manager~~Charter Officer Items.** Except for Continued Business and Old Business, as a condition to placing an item on the ~~agenda~~Agenda, ~~agenda item~~Agenda Items from departments, including ~~agenda item~~Agenda Items from commissions, shall be furnished to the City Clerk at a time established by the City Manager.

   b) **Council and Auditor Items.** The deadline for reports submitted by the Auditor, Mayor and ~~City~~ Councilmembers is 5:00 p.m. on Monday, 22 days before each regular Council meeting.

   c) **Time Critical Items.** A Time Critical item is defined as a matter that is considered urgent by the Author~~sponsor~~ and that has a deadline for action that is prior to the next meeting of the Council and for which a report prepared by ~~the City Manager~~a Charter Officer, the Auditor, Mayor or Councilmember is received by the City Clerk after established deadlines and is not included on the Agenda & Rules Committee's published ~~agenda~~Agenda.

      The Primary Author of the report shall bring any reports submitted as Time Critical to the meeting of the Agenda & Rules Committee. Time Critical items must be accompanied by complete reports and statements of financial implications. If the Agenda & Rules Committee finds the matter to meet the definition of Time Critical, the Agenda & Rules Committee may place the matter on the Agenda on either the Consent or Action Calendar.

   d) **Timelines.** The City Clerk may not accept any ~~agenda item~~Agenda Item after the adjournment of the Agenda & Rules Committee meeting, except for items carried over by the City Council from a prior City Council meeting occurring less than 11 days earlier, which may include supplemental or revised reports, and reports concerning actions taken by boards and commissions that are required by law or ordinance to be presented to the Council within a deadline that does not permit compliance with the agenda timelines in BMC Chapter 2.06 or these rules.

4. **Submission of Supplemental and Revised Agenda Material.**
   Berkeley Municipal Code Section 2.06.070 allows for the submission of supplemental and revised agenda material. Supplemental and revised material cannot be substantially new or only tangentially related to an ~~agenda item~~Agenda Item. Supplemental material must be specifically related to the item in the Agenda Packet. Revised material should be presented as revised versions of the report or item printed in the Agenda Packet. Supplemental and revised material may be submitted for consideration as follows:

a) Supplemental and revised agenda material shall be submitted to the City Clerk no later than 5:00 p.m. seven calendar days prior to the City Council meeting at which it is to be considered. Supplemental and revised items that are received by the deadline shall be distributed to Council in a supplemental reports packet and posted to the City's website no later than 5:00 p.m. five calendar days prior to the meeting. Copies of the supplemental packet shall also be made available in the office of the City Clerk and in the main branch of the Berkeley Public Library. Such material may be considered by the Council without the need for a determination that the good of the City clearly outweighs the lack of time for public~~citizen~~ review or City Councilmember evaluation.

b) Supplemental and revised agenda material submitted to the City Clerk after 5:00 p.m. seven days before the meeting and no later than 12:00 p.m. one day prior to the City Council meeting at which it is to be considered shall be distributed to Council in a supplemental reports packet and posted to the City's website no later than 5:00 p.m. one day prior to the meeting. Copies of the supplemental packet shall also be made available in the office of the City Clerk and in the main branch of the Berkeley Public Library. Such material may be considered by the Council without the need for a determination that the good of the City clearly outweighs the lack of time for public~~citizen~~ review or City Council evaluation.

c) After 12:00 p.m. one calendar day prior to the meeting, supplemental or revised reports may be submitted for consideration by delivering a minimum of ~~42~~40 copies of the supplemental/revised material to the City Clerk for distribution at the meeting and submitting the material electronically to the City Clerk. Each copy must be accompanied by a completed supplemental/revised material cover page, using the form provided by the City Clerk. Revised reports must reflect a comparison with the original item using track changes formatting. The material may be considered only if the City Council, by a two-thirds roll call vote, makes a factual determination that the good of the City clearly outweighs the lack of time for public~~citizen~~ review or City Councilmember evaluation of the material. Supplemental and revised material must be distributed and a factual determination made prior to the commencement of public comment on the ~~agenda item~~Agenda Item in order for the material to be considered.

Commented [NML7]: For web posting so that virtual attendees have access

5. Submission of Late Urgency Items Pursuant to Government Code Section 54954.2(b)

Late Urgency Items are items proposed for submission to the Council Agenda pursuant to Government Code Section 54954.2(b)

All items to be submitted for consideration for addition to an ~~agenda~~Agenda as Late Urgency Items shall be accompanied by a cover sheet that includes 1) boxes to check for the Author to affirm whether the item is submitted under the Emergency or Immediate Action Rule (and a short explanation of what is required to meet each rule, as well as the vote threshold required for the item to be placed onto the ~~agenda~~Agenda by the City

Council); 2) a disclaimer in BOLD 14pt. CAPS stating that the item is not yet agendized and may or may not be accepted for the ~~agenda~~Agenda as a Late Urgency Item, at the City Council's discretion according to Brown Act rules; 3) a prompt requiring the ~~author~~Author to list the facts which support consideration of the item for addition to the ~~agenda~~Agenda as either an Emergency or Immediate Action item; and 4) a copy of the City Attorney memo on Late Urgency Items.

Late Items must be submitted to the City Clerk no later than 12:00 p.m. (noon) the day prior to the meeting.

All complete Late Items submitted by the deadline will be distributed with Supplemental Communication Packet #2 by 5:00 p.m. the day before the Council meeting. A Late Item is not considered "complete" and will not be distributed unless submitted with the required cover sheet, filled out in a complete manner.

Very Late Urgency Items of an extremely urgent nature (e.g., earthquake, severe wildfire, pandemic) may be submitted for addition to the ~~agenda~~Agenda after the deadline of 12:00 p.m. the day before the meeting to accommodate unforeseeable, extreme and unusual circumstances. A Very Late Urgency Item will be distributed at the Council meeting prior to any vote to add it to the ~~agenda~~Agenda and the Presiding Officer may provide an appropriate break to allow Councilmembers and the public to review the item before voting on whether to add it to the ~~agenda~~Agenda and possibly again, at the Presiding Officer's discretion, before the item is voted on.

The required cover sheet should be included with the Very Late Urgency Item unless extremely exigent circumstances underlie the Very Late Urgency Item submission and a written cover sheet could not be prepared (for example, power is out and printing or emailing is not possible), in which case the individual "walking in" the item should be ready to provide all required information verbally at the meeting before a vote is taken to add or not add the item to the Agenda.

6. **Scheduling a Presentation.**
Presentations from staff are either submitted as an Agenda Item or are requested by the City Manager. Presentations from outside agencies and the public are coordinated with the Mayor's Office. The Agenda & Rules Committee may adjust the schedule of presentations as needed to best manage the Council Agenda. The Agenda & Rules Committee may request a presentation by staff in consultation with the City Manager.

D. Packet Preparation and Posting

1. **Preparation of the Packet.**
Not later than the thirteenth day prior to said meeting, the City Clerk shall prepare the ~~packet~~Packet, which shall include the ~~agenda~~Agenda plus all its corresponding ~~agenda item~~Agenda Items. No item shall be considered if not included in the ~~packet~~Packet, except as provided for in Section III.C.4 and Section III.D.4.

2. **Distribution and Posting of Agenda.**

a) The City Clerk shall post each ~~agenda~~Agenda of the City Council regular meeting no later than 11 days prior to the meeting and shall post each ~~agenda~~Agenda of a special meeting at least 24 hours prior to~~in advance of~~ the meeting ~~in~~on the official bulletin board. The City Clerk shall maintain an affidavit indicating the location, date and time of posting each ~~agenda~~Agenda.

b) The City Clerk shall also post ~~agenda~~Agendas and annotated ~~agenda~~Agendas of all City Council meetings and notices of public hearings on the City's website.

c) No later than 11 days prior to a regular meeting, copies of the ~~agenda~~Agenda shall be mailed by the City Clerk to any resident of the City of Berkeley who so requests in writing. Copies shall also be available free of charge in the City Clerk Department.

3. **Distribution of the Agenda Packet.**
The Agenda Packet shall consist of the Agenda and all supporting documents for ~~agenda item~~Agenda Items. No later than 11 days prior to a regular meeting, the City Clerk shall:

a) distribute the Agenda Packet to each member of the City Council;

b) post the Agenda Packet to the City's website;

c) place copies of the Agenda Packet in viewing binders in the office of the City Clerk and in the main branch of the Berkeley Public Library; and

d) make the Agenda Packet available to members of the press.

4. **Failure to Meet Deadlines.**
a) The City Clerk shall not accept any ~~agenda item~~Agenda Item or revised ~~agenda item~~Agenda Item after the deadlines established.

b) Matters not included on the published ~~agenda~~Agenda may be discussed and acted upon as otherwise authorized by State law or providing the Council finds one of the following conditions is met:

- A majority of the Council determines that the subject meets the criteria of "Emergency" as defined in Section III.B.8.

- Two thirds of the Council determines that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the posting of the ~~agenda~~Agenda as required by law.

c) Matters listed on the printed ~~agenda~~Agenda but for which supporting materials are not received by the City Council on the eleventh day prior to said meeting as part of the ~~agenda~~Agenda ~~packet~~Packet, shall not be discussed or acted upon.

E. Agenda Sequence and Order of Business

The Council ~~agenda~~Agenda for a regular business meeting is to be arranged in the following order:

1. Preliminary Matters: (Ceremonial, Land Acknowledgement Statement, Comments from the City Manager, Comments from the City Auditor [if requested], Non-Agenda Public Comment, Public Comment by Employee Unions)

    a) The Land Acknowledgement Statement and Public Comment from Employee Unions are regularly agendized only for the first regular meeting of each month.

~~1.~~2. Consent Calendar

~~2.~~3. Action Calendar

   a) Appeals
   b) Public Hearings
   c) Continued Business
   d) Old Business
   e) New Business

~~3.~~4. Information Reports

~~4.~~5. Non-Agenda Public Comment

~~5.~~6. Adjournment

~~6.~~7. Communications

Action items may be reordered at the discretion of the Chair with the consent of Council.

The Agenda & Rules Committee shall have the authority to re-order the items on the Action Calendar regardless of the default sequence prescribed in this section.

F. Closed Session Documents

This section establishes a policy for the distribution of, and access to, confidential closed session documents by the Mayor and members of the City Council.

1. Confidential closed session materials shall be kept in binders numbered from one to nine and assigned to the Mayor (#9) and each Councilmember (#1 to #8 by district). The binders will contain confidential closed session materials related to Labor Negotiations, Litigation, and Real Estate matters.

2. The binders will be maintained by City staff and retained in the Office of the City Attorney in a secure manner. City staff will bring the binders to each closed session for their use by the Mayor and Councilmembers. At other times, the binders will be available to the Mayor and Councilmembers during regular business hours for review in the City Attorney's Office. The binders may not be removed from the City Attorney's Office or the location of any closed session

Commented [NML8]: Per discussionn at Agenda & Rules on 7/8/24 – for clarity.

meeting by the Mayor or Councilmembers. City staff will collect the binders at the end of each closed session meeting and return them to the City Attorney's Office.

3. Removal of confidential materials from a binder is prohibited.

4. Duplication of the contents of a binder by any means is prohibited.

5. Confidential materials shall be retained in the binders for at least two years.

6. This policy does not prohibit the distribution of materials by staff to the Mayor and Councilmembers in advance of a closed session or otherwise as needed, but such materials shall also be included in the binders unless it is impracticable to do so.

G. Regulations Governing City Council Policy Committees

1. Legislative Item Process

All ~~agenda item~~Agenda Items begin with submission to the Agenda & Rules Committee.

~~Full Council~~Exempt Items ~~Track~~

Items under this category submitted by the Mayor or Councilmembers are exempt from Agenda & Rules Committee discretion to refer them to a Policy Committee. Items in this category may be submitted for the ~~agenda~~Agenda of any scheduled regular meeting pursuant to established deadlines (same as existing deadlines). Types of ~~Full Council Track~~Exempt ~~i~~Items are listed below.

~~a. Items submitted by the City Manager and City Auditor~~

~~b. Items submitted by Boards and Commissions~~

~~c.~~a. Position Letters and Resolutions on Legislation and Electoral Issues relating to Outside Agencies/Jurisdictions

~~d. Position Letters and/or Resolutions of Support/Opposition~~

~~e.~~b. Relinquishment of Funds~~Donation~~s from the Mayor and Councilmember District Office Budgets

~~f.~~c. Referrals to the Budget Process

~~g.~~d. Proclamations

~~h.~~e. Sponsorship of Events

~~i.~~f. Information Reports

~~j.~~g. Presentations from Outside Agencies and Organizations

~~k.~~h. Ceremonial Items

~~l.~~i. Committee and Regional Body Appointments

The Agenda & Rules Committee has discretion to determine if an item submitted by the Mayor or a Councilmember ~~falls under a Full Council~~ is classified as an Exempt Item ~~Track exception or if it will be processed as a Policy Committee~~ or if the item is subject to Policy Committee review ~~Track item.~~

Policy Committee Track

Items submitted by the Mayor or Councilmembers with moderate to significant administrative, operational, budgetary, resource, or programmatic impacts will go first to the Agenda & Rules Committee on a draft City Council ~~agenda~~Agenda.

The Agenda & Rules Committee must ~~refer an~~take action on an item as prescribed in Chapter III.C. ~~to a Policy Committee~~ at the first meeting that the item appears before the Agenda & Rules Committee. The Agenda & Rules Committee may only assign the item to a single Policy Committee.

Commented [NML9]: This is already covered in Chapter III.D.1.b.

Commented [NML10]: This is now covered in Chapter III.D.1.c.

Commented [NML11]: No change in process, just reworded with new terms

For a Policy Committee Track item, the Agenda & Rules Committee, at its discretion, may either route item directly to 1) the Aagenda currently under consideration, 2) one of the next subsequent three full Council Agendas for a Regular Meeting of the City Council (based on completeness of the item, lack of potential controversy, minimal impacts, etc.), or 3) to a Policy Committee.

Time Critical ~~Track~~Items
A Time Critical item is defined as a matter that is considered urgent by the sponsor and that has a deadline for action that is prior to the next meeting of the Council and for which a report prepared by the Mayor or Councilmember is received by the City Clerk after established deadlines and is not included on the Agenda & Rules Committee's published ~~agenda~~Agenda.

The Agenda & Rules Committee retains final discretion to determine the time critical nature of an item.

Time Critical items ~~submitted on the Full Council Track deadlines,~~ that would otherwise be assigned to a ~~the~~ Policy Committee ~~Track~~, may bypass Policy Committee review if determined to be time critical. If such an item is deemed not to be time critical, it may be referred to a Policy Committee.

Time Critical items ~~on the Full Council Track or Policy Committee Track~~ that are submitted at a meeting of the Agenda & Rules Committee may go directly on a Ccouncil ~~agenda~~Agenda if determined to be time critical.

2. Council Referrals to Policy Committees
The full Council may refer any ~~agenda item~~Agenda Item to a Policy Committee by majority vote.

3. Participation Rules for Policy Committees Pursuant to the Brown Act

a. The quorum of a three-member Policy Committee is always two members. A majority vote of the committee (two 'yes' votes) is required to pass a motion.

b. Two Policy Committee members may not discuss any item that has been referred to the Policy Committee outside of an open and noticed meeting.

c. Notwithstanding paragraph (b) above, two members of a Policy Committee may be listed as Authors or Co-Sponsors on an item provided that one of the Authors or Co-Sponsors will not serve as a committee member for consideration of the item, and shall not participate in the committee's discussion of, or action on the item. For purposes of the item, the appointed alternate, who also cannot be an Author or Co-Sponsor, will serve as a committee member in place of the non-participating Author or Co-Sponsor.

d. All three members of a Policy Committee may not be Authors or Co-Sponsors of an item that will be heard by the committee.

e. Only one Author or Co-Sponsor who is not a member of the Policy Committee may attend the committee meeting to participate in discussion of the item.

f. If two or more non-committee members are present for any item or meeting, then all non-committee members may act only as observers and may not participate in discussion. If an Author who is not a member of the committee is present to participate in the discussion of their item, no other non-committee member Councilmembers, nor the Mayor, may attend as observers.

g. An item may be considered by only one Policy Committee before it goes to the full Council.

4. Functions of the Policy Committees

Committees shall have the following qualities/components:

a. All committees are Brown Act bodies with noticed public meetings and public comment. Regular meeting ~~agenda~~Agendas will be posted at least 72 hours in advance of the meeting.
b. Minutes shall be available online.
c. Committees shall adopt regular meeting schedules, generally meeting once or twice per month; special meetings may be called when necessary, in accordance with the Brown Act.
d. Generally, meetings will be held at 2180 Milvia Street in publicly accessible meeting rooms that can accommodate the committee members, public attendees, and staff.
e. Members are recommended by the Mayor and approved by the full Council no later than January 31 of each year. Members continue to serve until successors are appointed and approved.
f. Chairs are elected by the Committee at the first regular meeting of the Committee after the annual approval of Committee members by the City Council. In the absence of the Chair, the committee member with the longest tenure on the Council will preside.
g. The Chair, or a quorum of the Committee may call a meeting or cancel a meeting of the Policy Committee.
h. Committees will review items for completeness in accordance with Section III.B.2 of the City Council Rules of Procedure and Order and alignment with Strategic Plan goals.

i. Reports leaving a Policy Committee must adequately include budget implications, administrative feasibility, basic legal concerns, and staff resource demands in order to allow for informed consideration by the full Council.
j. Per Brown Act regulations, any revised or supplemental materials must be direct revisions or supplements to the item that was published in the ~~agenda~~Agenda ~~packet~~Packet.

Items referred to a Policy Committee from the Agenda & Rules Committee or from the City Council must be agendized for a committee meeting within 60 days of the referral date.

Within 120 days of the referral date, either (1) the committee Chair may accept the Primary Author's request, either in writing, or in person at a meeting of the committee, that the item remain in committee until a date certain (more than one extension may be requested by the Primary Author); or (2) the committee may vote to send the item to the Agenda & Rules Committee to be placed on a Council Agenda with a Committee recommendation consisting of one of the four options listed below. The Committee Chair shall report any extension granted outside of a meeting to the Committee and the City Clerk by email or verbally at the next Committee meeting.

1. Positive Recommendation (recommending Council pass the item as proposed),
2. Qualified Positive Recommendation (recommending Council pass the item with some changes),
3. Qualified Negative Recommendation (recommending Council reject the item unless certain changes are made) or
4. Negative Recommendation (recommending the item not be approved).

The Policy Committee's recommendation will be included in a separate section of the report template for that purpose.

A Policy Committee may not refer an item under its consideration to a Ccity board or commission.

The Primary Author of an item referred to a Policy Committee is responsible for revisions and resubmission of the item back to the full Council. Items originating from the City Manager are revised and submitted by the appropriate Ccity staff. Items from Commissions are revised and resubmitted by the members of the Policy Committee. Items and recommendations originating from the Policy Committee are submitted to the City Clerk by the members of the committee.

If a Policy Committee does not take final action by the 120-day deadline, the item is returned to the Agenda & Rules Committee and appears on the next available Council

~~agenda~~Agenda. The Agenda & Rules Committee may leave the item on the ~~agenda~~Agenda under consideration or place it on the next Council ~~agenda~~Agenda. Items appearing on a City Council ~~agenda~~Agenda due to lack of action by a Policy Committee may not be referred to a Policy Committee and must remain on the full Council ~~agenda~~Agenda for consideration.

Policy Committees may add discussion topics that are within their purview to their ~~agenda~~Agenda with the concurrence of a majority of the Committee. These items are not subject to the 120-day deadline for action.

Once the item is voted out of a Policy Committee, the final item will be resubmitted to the agenda process by the Primary Author, and it will return to the Agenda & Rules Committee on the next available ~~agenda~~Agenda. The Agenda & Rules Committee may leave the item on the ~~agenda~~Agenda under consideration or place it on the following Council ~~agenda~~Agenda. The Agenda & Rules Committee may agendize the item on the Consent Calendar or Action Calendar. ~~Only items that receive a Positive Recommendation can be placed on the Consent Calendar.~~

Commented [NML12]: Per discussion at Agenda & Rules on 7/8/24 to allow for more discretion to place items returning from committee on Consent

The Primary Author may request expedited committee review for items referred to a committee. Criteria for expedited review is generally to meet a deadline for action (e.g. grant deadline, specific event date, etc.). If the committee agrees to the request, the deadline for final committee action is 45 days from the date the committee approves expedited review.

5. Number and Make-up of Policy Committees

Six committees are authorized, each comprised of three Councilmembers, with a fourth Councilmember appointed as an alternate. Each Councilmember and the Mayor will serve on two committees. The Mayor shall be a member of the Agenda and Rules Committee. The committees are as follows:

1. Agenda and Rules Committee
2. Budget and Finance Committee
3. Facilities, Infrastructure, Transportation, Environment, and Sustainability
4. Health, Life Enrichment, Equity, and Community
5. Land Use, Housing, and Economic Development
6. Public Safety

The Agenda & Rules Committee shall establish the Policy Committee topic groupings, and may adjust said groupings periodically thereafter in order to evenly distribute expected workloads of various committees.

All standing Policy Committees of the City Council are considered “legislative bodies” under the Brown Act and must conduct all business in accordance with the Brown Act.

6. Role of City Staff at Committee Meetings

Committees will be staffed by appropriate City Departments and personnel. As part of the committee process, staff will undertake a high-level, preliminary analysis of potential legal issues, costs, timelines, and staffing demands associated with the item. Staff analysis at the Policy Committee level is limited to the points above as the recommendation, program, or project has not yet been approved to proceed by the full Council.

IV. CONDUCT OF MEETING

A. Comments from the Public

Public comment will be taken in the following order:

- An initial ten-minute period of public comment on non-agenda items, after the commencement of the meeting and immediately after Ceremonial Matters and City Manager Comments.
- At the first regular meeting of the month, a period of public comment reserved for officially designated representatives of City of Berkeley employee unions, with five minutes allocated per union if representatives of three or fewer unions wish to speak and up to three minutes per union if representatives of four or more unions wish to speak.
- Public comment on the Consent and Information Calendars.
- Public comment on the Action Calendar at the onset of the Action calendar with the exception of appeals, public hearings, and quasi-judicial matters requiring public comment for due process purposes (if invoked by the Presiding Officer).
- Public comment on Aaction items by those who did not speak in the earlier Action Calendar public comment period, any appeals, public hearings, and/or other quasi-judicial matters requiring extended public comment for due process purposes as they are taken up under procedures set forth in the sections governing each below.
- Public comment on non-agenda items from any speakers who did not speak during the first round of non-agenda public comment at the beginning of the meeting.

Except in the case of public comment by employee unions, speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. A speaker wishing to yield their time shall identify themselves, shall be recognized by the chair, and announce publicly their intention to yield their time. Disabled persons shall have priority seating in the front row of the public seating area.

With respect to public comment by employee unions, each union's allocated time may be shared between more than one representative, and representatives and other members of unions may speak during other public comment periods in the same manner as members of the public.

If ten or fewer persons are interested in speaking on an individual Actionagenda Iitem, each speaker may speak for two minutes. If there are more than ten persons interested in speaking on an item, the Presiding Officer may limit the public comment for all speakers on the item to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes.

Commented [NML13]: Moved here as these rules are intended to cover all types of public comments

Commented [NML14]: Stated above, no need to repeat.

This procedure also applies to public hearings except those types of public hearings specifically provided for in this chapter.~~section, below.~~

The Presiding Officer has the discretion to reduce speaker time if needed in order to allow the orderly conduct of the meeting, subject to the consent of a majority of the City Council.

Commented [NML15]: From Appendix C

In order to inform members of the public of their place in the speaker's queue, the Presiding Officer will call the names of 5 speakers at a time.

Commented [NML16]: From Appendix C

A member of the public may only speak once at public comment on any single item, unless called upon by the Mayor or a Councilmember to answer a specific inquiry, or unless the individual is speaking with respect to a public hearing, a quasi-judicial matter, and/or any other item requiring extended public comment as a matter of due process.

1. Public Comment on Non-Agenda Matters.

Commented [NML17]: This section moved here to mirror the order of business on the agenda

Immediately following Ceremonial Matters and the City Manager Comments and prior to reserved public comment by employee unions, up to ten persons will be selected ~~by lottery~~ to address matters not on the Council A~~a~~genda. If five or fewer persons ~~submit speaker cards for the lottery~~are identified to provide non-agenda comment, each person selected will be allotted two minutes each. If more than five persons ~~submit speaker cards for the lottery, up to ten persons will be~~are selected to address matters not on the Council ~~agenda~~Agenda, ~~and~~ each person selected will be allotted one minute each.

In-person attendees~~Persons~~ wishing to address the Council on matters not on the Council ~~agenda~~Agenda during the initial ten-minute period for such comment, must submit a speaker card to the City Clerk in person at the meeting location and prior to the moment that the Presiding Officer calls for public comment on non-agenda items.~~commencement of that meeting.~~ Remote attendees must raise their hand in the videoconference application when the Presiding Officer calls for non-agenda speakers. The first five raised hands on the videoconference application will be selected to speak and the first five cards drawn at the meeting will be selected to speak. The number of in-person and remote speakers selected may be adjusted by the Presiding Officer if fewer than five speakers from either format are identified.

Commented [NML18]: Revised to account for hybrid meetings.

Commented [NML19]: Per discussion at Agenda & Rules on 7/8/24 to facilitate public participation

The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the ~~agenda~~Agenda. Speaker cards are not required for this second round of public comment on non-agenda matters. Persons submitting speaker cards are not required to list their actual name, however they must list some identifying information or alternate name in order to be called to speak.

For the second round of public comment on non-agenda matters, the Presiding Officer retains the authority to limit the number of speakers. ~~by subject~~. The Presiding Officer will generally request that persons wishing to speak, line up at

Commented [NML20]: Per discussion at Agenda & Rules on 7/8/24 – not current or even recent practice

the podium to be recognized or raise their hand on the videoconference application to determine the number of persons interested in speaking at that time. Each speaker will be entitled to speak for two minutes each unless the Presiding Officer determines that one-minute is appropriate. ~~given the number of speakers.~~

~~Pursuant~~ to this document, no Council meeting shall continue past 11:00 p.m. unless a two-thirds majority of the Council votes to extend the meeting to discuss specified items. If any agendized business remains unfinished at 11:00 p.m. If the meeting is automatically adjourned at 11:00 p.m., or the expiration of any extension after 11:00 p.m., it will be referred to the Agenda & Rules Committee for scheduling pursuant to Chapter II, Section F. In that event, the meeting shall be automatically extended for up to fifteen ~~(15)~~ minutes ~~for~~to hear public comment on non-agenda items.

Commented [NML21]: Per discussion at Agenda & Rules on 7/8/24

Commented [NML22]: Language is simplified and removed repition from other sections.

2. **Public Comment on Consent Calendar and Information Items.**
The Council will first determine whether to move items on the ~~agenda~~Agenda for "Action" or "Information" to the "Consent Calendar," or move "Consent Calendar" items to "Action." Items that remain on the "Consent Calendar" are voted on in one motion as a group. "Information" items are not discussed or acted upon at the Council meeting unless they are moved to "Action" or "Consent."

   The Council will then take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. A speaker may only speak once during the period for public comment on Consent Calendar and Information items. No additional items can be moved onto the Consent Calendar once public comment has commenced.

   At any time during, or immediately after, public comment on Information and Consent items, the Mayor or any Councilmember may move any Information or Consent item to "Action." Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.

   For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

3. Public Comment on Action Items.

After the initial ten minutes of public comment on non-agenda items, reserved public comment by employee unions, public comment on Cconsent and iInformation items, and adoption of the Consent Calendar, the public may comment on each remaining item listed on the Agenda for action as the item is taken up.

At the discretion of the Presiding Officer, with the consent of the Council, there may be a public comment period for one or several of the Action Calendar items at the beginning of the Action Calendar. Speaking time during this comment period is subject to the standard rules for public comments in Chapter IV.A. Speakers may speak to multiple items, but may only speak once during this period. This provision is not applicable to ~~the public may comment on each remaining item listed on the agenda for action. Public comment will occur for each Action item—excluding~~ public hearings, appeals, and/or quasi-judicial matters. Attendees that speak on an action item at the scheduled public comment period may not speak again when the action item is taken up by the Council.~~—in separate but consecutive public comment periods before the Action Calendar is discussed by Council and staff and as the item is taken up. The Presiding Officer will open and close the public comment period for each Action Item, and each period will occur based on the order of the items on the agenda, or based on the discretion of the Presiding Officer.~~

During the public comment period for each Action Item, the Presiding Officer will request that persons wishing to speak, line up at the podium to be recognized ~~and~~or raise their hand on the videoconference application to determine the number of persons interested in speaking on~~at~~ that item.~~time.~~

~~If ten or fewer persons are interested in speaking on an individual Action Item, each speaker may speak for two minutes. If there are more than ten persons interested in speaking on an item, the Presiding Officer may limit the public comment for all speakers on the item to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes.~~

~~This procedure also applies to public hearings except those types of public hearings specifically provided for in this section, below.~~

Commented [NML23]: Per discussion at Agenda & Rules Committee. The Council amended the ROPs in 2023 to create a general Action Calendar public comment period before the Action Calendar is taken up.

This amendment retains the previous change, but makes it discretionary rather than mandatory to allow for better meeting management options.

4. **Appeals Appearing on Action Calendar.**
With the exception of appeals from decisions of the Zoning Adjustments Board and Landmarks Preservation Commission, appeals from decisions of City commissions appear on the "Action" section of the Council Agenda. Council determines whether to affirm the action of the commission, set a public hearing, or remand the matter to the commission. Appeals of proposed special assessment liens shall also appear on the "Action" section of the Council Agenda. Appeals from decisions of the Zoning Adjustments Board and Landmarks Preservation Commission are automatically set for public hearing and appear on the "Public Hearings" section of the Council Agenda.

Time shall be provided for public comment for persons representing both sides of the action/appeal and each side will be allocated seven minutes to present their comments on the appeal. Where the appellant is not the applicant, the appellants of a single appeal collectively shall have seven minutes to comment and the applicant shall have seven minutes to comment. If there are multiple appeals filed, each appellant or group of appellants shall have seven minutes to comment. Where the appellant is the applicant, the applicant/appellant shall have seven minutes to comment and the persons supporting the action of the board or commission on appeal shall have seven minutes to comment. In the case of an appeal of a proposed lien (nuisance abatement/special assessment) lien, the appellant shall have seven minutes to comment.

Commented [NML24]: Clarification based on BMC language

After the conclusion of the seven-minute comment periods, members of the public may comment on the appeal. Comments from members of the public regarding appeals shall be limited to one minute per speaker. Any person that addressed the Council during one of the seven-minute periods may not speak again during the public comment period on the appeal. Speakers may yield their time to one other speaker, however, no speaker shall have more than two minutes. Each side shall be informed of this public comment procedure at the time the Clerk notifies the parties of the date the appeal will appear on the Council ~~agenda~~Agenda.

~~5. **Public Comment on Non-Agenda Matters.**~~
~~Immediately following Ceremonial Matters and the City Manager Comments and prior to reserved public comment by employee unions, persons will be selected by lottery to address matters not on the Council agenda. If five or fewer persons submit speaker cards for the lottery, each person selected will be allotted two minutes each. If more than five persons submit speaker cards for the lottery, up to ten persons will be selected to address matters not on the Council agenda and each person selected will be allotted one minute each. Persons wishing to address the Council on matters not on the Council agenda during the initial ten-minute period for such comment, must submit a speaker card to the City Clerk in person at the meeting location and prior to commencement of that meeting.~~

~~The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda. Speaker cards are not required for this second round of public comment on non-agenda matters.~~

Commented [NML25]: Moved above

~~Persons submitting speaker cards are not required to list their actual name, however they must list some identifying information or alternate name in order to be called to speak.~~

~~For the second round of public comment on non-agenda matters, the Presiding Officer retains the authority to limit the number of speakers by subject. The Presiding Officer will generally request that persons wishing to speak, line up at the podium to be recognized to determine the number of persons interested in speaking at that time. Each speaker will be entitled to speak for two minutes each unless the Presiding Officer determines that one-minute is appropriate given the number of speakers.~~

~~Pursuant to this document, no Council meeting shall continue past 11:00 p.m. unless a two-thirds majority of the Council votes to extend the meeting to discuss specified items. If any agendized business remains unfinished at 11:00 p.m. or the expiration of any extension after 11:00 p.m., it will be referred to the Agenda & Rules Committee for scheduling pursuant to Chapter II, Section F. In that event, the meeting shall be automatically extended for up to fifteen (15) minutes for public comment on non-agenda items.~~

6. **Ralph M. Brown Act Pertaining to Public Comments.**
   The Brown Act prohibits the Council from discussing or taking action on an issue raised during Public Comment, unless it is specifically listed on the ~~agenda~~Agenda. However, the Council may refer a matter to the City Manager.

B. Consent Calendar

There shall be a Consent Calendar on all regular meeting ~~agenda~~Agendas on which shall be included those matters which the Mayor, Councilmembers, boards, commissions, City Auditor, and Charter Officers~~City Manager~~ deem to be of such nature that no debate, prolonged discussion, or inquiry will be necessary at the Council meetings. Ordinances for second reading may be included in the Consent Calendar.

It is the policy of the Council that the Mayor or Councilmembers wishing to ask questions concerning Consent Calendar items should ask questions of the contact person identified prior to the Council meeting so that the need for discussion of ~~c~~Consent ~~c~~Calendar items can be minimized.

~~Consent Calendar items may be moved to the Action Calendar by the Council. Action items may be reordered at the discretion of the Chair with the consent of Council.~~

Commented [NML26]: Moved to Chapter II.D.

C. Information Reports Called Up for Discussion

Reports for Information designated for discussion at the request of the Mayor or any Councilmember shall be added to the appropriate section of the Action Calendar and may be acted upon at that meeting or carried over as pending business until discussed or withdrawn. The ~~agenda~~Agenda will indicate that at the request of the Mayor or any Councilmember a Report for Information may be acted upon by the Council.

D. Written Communications

Written communications from the public will not appear on the Council ~~agenda~~Agenda as individual matters for discussion but will be distributed as part of the Council ~~agenda~~Agenda ~~packet~~Packet with a cover sheet identifying the author and subject matter and will be listed under "Communications." All such communications must have been received by the City Clerk no later than 5:00 p.m. fifteen days prior to the meeting in order to be included on the ~~agenda~~Agenda.

In instances where an individual forwards more than three pages of email messages not related to actionable items on the Council ~~agenda~~Agenda to the Council to be reproduced in the "Communications" section of the Council ~~packet~~Packet, the City Clerk will not reproduce the entire email(s) but instead refer the public to the City's website or a hard copy of the email(s) on file in the City Clerk Department.

All communications shall be simply deemed received without any formal action by the Council. The Mayor or a Councilmember may refer a communication to the City Manager for action, if appropriate, or prepare a ~~c~~Consent or ~~a~~Action item for placement on a future ~~agenda~~Agenda.

Communications related to an item on the ~~agenda~~Agenda that are received after 5:00 p.m. fifteen days before the meeting are published as provided for in Chapter III.C.4.

E. Public Hearings for Land Use, Zoning, Landmarks, and Public Nuisance Matters

The City Council, in setting the time and place for a public hearing, may limit the amount of time to be devoted to public presentations. Staff shall introduce the public hearing item and present their comments.

Following any staff presentation, and prior to opening the public hearing, each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Members shall also submit a report of such contacts in writing prior to the commencement of the hearing. Such reports shall include a brief statement describing the name, date, place, and content of the contact. Written reports shall be available for public review in the office of the City Clerk prior to the meeting and placed in a file available for public viewing at the meeting.

This is followed by five-minute presentations each by first the appellant and then the applicant. Where the appellant is not the applicant, the appellants of a single appeal collectively shall have five minutes to comment and the applicant shall have five minutes to comment. If there are multiple appeals filed, each appellant or group of appellants shall have five minutes to comment. Where the appellant is the applicant, the applicant/appellant shall have five minutes to comment and the persons supporting the action of the board or commission on appeal shall have five minutes to comment. In the case of a

Commented [NML27]: Codifies long-standing practice

public nuisance determination, the representative(s) of the subject property shall have five minutes to present.

The Presiding Officer will request that persons wishing to speak~~,~~ line up at the podium to be recognized or raise their hand on the videoconference platform,~~and~~ to determine the number of persons interested in speaking at that time.

If ten or fewer persons are interested in speaking, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Any person that addressed the Council during one of the five-minute periods may not speak again during the public comment period on the appeal. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may with the consent of persons representing both sides of an issue allocate a block of time to each side to present their issue.

F. Work Sessions

The City Council may schedule a matter for general Council discussion and direction to staff. Official/formal action on a work session item will be scheduled on a subsequent ~~agenda~~Agenda under the Action portion of the Council ~~agenda~~Agenda.

In general, public comment at Council work sessions will be heard after the staff presentation, for a limited amount of time to be determined by the Presiding Officer.

The Presiding Officer will request that persons wishing to speak~~,~~ line up at the podium or raise their hand on the videoconference platform to be recognized and to determine the number of persons interested in speaking at that time. If ten or fewer persons are interested in speaking, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes.

After Council discussion, if time permits, the Presiding Officer may allow additional public comment. During this time, each speaker will receive one minute. Persons who spoke during the prior public comment time may be permitted to speak again.

G. Protocol

People addressing the Council may first give their name in an audible tone of voice for the record. All remarks shall be addressed to the Council as a body and not to any member thereof. No one other than the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Presiding Officer. No question shall be asked of a Councilmember except through the Presiding Officer.

V. PROCEDURAL MATTERS

A. Persons Authorized to Sit at Tables

No person, except City officials, their representatives and representatives of boards and commissions shall be permitted to sit at the tables in the front of the Council Chambers without the express consent of the Council.

B. Decorum

No person shall disrupt the orderly conduct of the Council meeting. Prohibited disruptive behavior includes but is not limited to shouting, making disruptive noises, such as boos or hisses, creating or participating in a physical disturbance, speaking out of turn or in violation of applicable rules, preventing or attempting to prevent others who have the floor from speaking, preventing others from observing the meeting, entering into or remaining in an area of the meeting room that is not open to the public, or approaching the Council Dais without consent. Any written communications addressed to the Council shall be delivered to the City Clerk for distribution to the Council.

C. Enforcement of Decorum

When the public demonstrates a lack of order and decorum, the presiding officer shall call for order and inform the person(s) that the conduct is violating the Rules of Order and Procedure and provide a warning to the person(s) to cease the disruptive behavior. Should the person(s) fail to cease and desist the disruptive conduct, the Ppresiding Oofficer may call a five (5) minute recess to allow the disruptions to cease.

If the meeting cannot be continued due to continued disruptive conduct, the presiding officer may have any law enforcement officer on duty remove or place any person who violates the order and decorum of the meeting under arrest and cause that person to be prosecuted under the provisions of applicable law.

D. Precedence of Motions

When a question or motion is before the Council, no motion shall be entertained except:

1. To adjourn;
2. To fix the hour of adjournment;
3. To lay on the table;
4. For the previous question;
5. To postpone to a certain day;
6. To refer;
7. To amend;
8. To substitute; and
9. To postpone indefinitely.

These motions shall have precedence in order indicated. Any such motion, except a motion to amend or substitute, shall be put to a vote without debate.

E. Robert's Rules of Order

Robert's Rules of Order have been adopted by the City Council and apply in all cases except the precedence of motions in Section V.D shall supersede.

F. Rules of Debate

1. **Presiding Officer May Debate.**
   The presiding officer may debate from the chair; subject only to such limitations of debate as are by these rules imposed on all members, and shall not be deprived of any of the rights and privileges as a member of the Council by reason of that person acting as the presiding officer.

2. **Getting the Floor - Improper References to be avoided.**
   Members desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall confine themself to the question under debate.

3. **Interruptions.**
   A member, once recognized, shall not be interrupted when speaking unless it is to call a member to order, or as herein otherwise provided. If a member, while speaking, were called to order, that member shall cease speaking until the question of order is determined, and, if in order, the member shall be permitted to proceed.

4. **Privilege of Closing Debate.**
   The Mayor or Councilmember moving the adoption of an ordinance or resolution shall have the privilege of closing the debate. When a motion to call a question is passed, the Mayor or Councilmember moving adoption of an ordinance, resolution or other action shall have three minutes to conclude the debate.

5. **Motion to Reconsider.**
   A motion to reconsider any action taken by the Council may be made only during the same session such action is taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by a member on the prevailing side, and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same or other motion at a subsequent meeting of the Council.

6. **Repeal or Amendment of Action Requiring a Vote of Two-Thirds of Council, or Greater.**
   Any ordinance or resolution which is passed and which, as part of its terms, requires a vote of two-thirds of the Council or more in order to pass a motion pursuant to such an ordinance or resolution, shall require the vote of the same percent of the Council to repeal or amend the ordinance or resolution.

G. Debate Limited

1. Consideration of each matter coming before the Council shall be limited to 20 minutes from the time the matter is first taken up, at the end of which period consideration of such matter shall terminate and the matter shall be dropped to the foot of the agenda, immediately ahead of Information Reports; provided that either of the following two not debatable motions shall be in order:

    a) A motion to extend consideration which, if passed, shall commence a new twenty-minute period for consideration; or

    b) If there are one or more motions on the floor, a motion for the previous question, which, if passed by a 2/3 vote, shall require an immediate vote on pending motions.

2. The time limit set forth in subparagraph 1 hereof shall not be applicable to any public hearing, public discussion, Council discussion or other especially set matter for which a period of time has been specified (in which case such specially set time shall be the limit for consideration) or which by applicable law (e.g. hearings of appeals, etc.), the matter must proceed to its conclusion.

3. In the interest of expediting the business of the City, failure by the Chair or any Councilmember to call attention to the expiration of the time allowed for consideration of a matter, by point of order or otherwise, shall constitute unanimous consent to the continuation of consideration of the matter beyond the allowed time; provided, however, that the Chair or any Councilmember may at any time thereafter call attention to the expiration of the time allowed, in which case the Council shall proceed to the next item of business, unless one of the motions referred to in Section D hereof is made and is passed.

H. Motion to Lay on Table

A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon a motion of a member voting with the majority and with consent of two-thirds of the members present.

I. Division of Question

If the question contains two or more propositions, which can be divided, the presiding officer may, and upon request of a member shall, divide the same.

J. Addressing the Council

Under the following headings of business, unless the presiding officer rules otherwise, any interested person shall have the right to address the Council in accordance with the following conditions and upon obtaining recognition by the presiding officer:

1. **Written Communications.**
   Interested parties or their authorized representatives may address the Council in the form of written communications in regard to matters of concern to them by

submitting their written communications at the meeting, or prior to the meeting pursuant to the deadlines in Chapter III.C.4.

2. **Public Hearings.**
   Interested persons or their authorized representatives may address the Council by reading protests, petitions, or communications relating to matters then under consideration.

3. **Public Comment.**
   Interested persons may address the Council on any issue concerning City business during the period assigned to Public Comment.

K. Addressing the Council After Motion Made

When a motion is pending before the Council, no person other than the Mayor or a Councilmember shall address the Council without first securing the permission of the presiding officer or Council to do so.

L. Use of Cellular Phones and Electronic Devices

The use of cell phones during City Council meetings is discouraged for the Mayor and Councilmembers. While communications regarding Council items should be minimized, personal communications between family members and/or caregivers can be taken outside in the case of emergencies. In order to acknowledge differences in learning styles and support tactile learners, note-taking can continue to be facilitated both with a pen and paper and/or on electronic devices such as laptop computers and tablets.

The use of cell phones during Closed Session Meetings is explicitly prohibited for the Mayor and Councilmembers.

VI. FACILITIES

A. Meeting Location Capacity

Attendance at Ccouncil meetings shall be limited to the posted seating capacity of the meeting location. Entrance to the meeting location will be appropriately regulated by the City Manager on occasions when capacity is likely to be exceeded. While the Council is in session, members of the public shall not remain standing in the meeting room except to address the Council, and sitting on the floor shall not be permitted.

B. Alternate Facilities for Council Meetings

The City Council shall approve in advance a proposal that a Council meeting be held at a facility other than the School District Board Room.

If the City Manager has reason to anticipate that the attendance for a meeting will be substantially greater than the capacity of the Board Room and insufficient time exists to secure the approval of the City Council to hold the meeting at an alternate facility, the City Manager shall make arrangements for the use of a suitable alternate facility to which such meeting may be recessed and moved, if the City Council authorizes the action.

If a suitable alternate facility is not available, the City Council may reschedule the matter to a date when a suitable alternate facility will be available.

Alternate facilities are to be selected from those facilities previously approved by the City Council as suitable for meetings away from the Board Room.

C. Amplified Sound, Signs, Objects, and Symbolic Materials

Amplified sound devices such as bullhorns, megaphones, portable sound systems, and similar devices are prohibited within the meeting location during Council meetings.

Objects and symbolic materials such as signs and banners are permitted in the meeting location provided that they do not interfere with the cameras that broadcast the meeting, obstruct the view of other attendees, or create a fire or safety hazard.

Any type of stick, pole, or similar object is prohibited in the meeting location during Council meetings.

D. Fire Safety

Exits shall not be obstructed in any manner. Obstructions, including storage, shall not be placed in aisles or other exit ways. Hand carried items must be stored so that such items do not inhibit passage in aisles or other exit ways. Attendees are strictly prohibited from sitting in aisles and/or exit ways. Exit ways shall not be used in any way that will present a hazardous condition.

E. Overcrowding

Admittance of persons beyond the approved capacity of a place of assembly is prohibited. When the meeting location has reached the posted maximum capacity, additional attendees shall be directed to the designated overflow area.

F. Format of Meetings

Commented [NML28]: Per Council direction on 5/7/24

The City Council may conduct regular meetings or special meetings held at the School District Boardroom in the hybrid format with both in-person and virtual participation as provided for in the Brown Act, and as noticed on the meeting Agenda. Council meetings at other locations may be conducted in the hybrid format if technologically feasible.

APPENDIX A. POLICY FOR NAMING AND RENAMING PUBLIC FACILITIES

Purpose
To establish a uniform policy regarding the naming and renaming of existing and future parks, streets, pathways and other public facilities.

Objective
A. To ensure that naming public facilities (such as parks, streets, recreation facilities, pathways, open spaces, public building, bridges or other structures) will enhance the values and heritage of the City of Berkeley and will be compatible with community interest.

Section 1 – Lead Commission
The City Council designates the following commissions as the 'Lead Commissions' in overseeing, evaluating, and ultimately advising the Council in any naming or renaming of a public facility. The lead commission shall receive and coordinate comment and input from other Commissions and the public as appropriate.

Board of Library Trustees

Parks, ~~and~~ Recreation & Waterfront Commission – Parks, recreation centers, camps, plazas, ~~and~~ public open spaces, and public facilities within the area of the City known as the Waterfront, as described in BMC 3.36.060.B.

Transportation and Infrastructure ~~Public Works~~ Commission – Public buildings (other than recreation centers), streets and bridges or other structures in the public thoroughfare.

~~Waterfront Commission – Public facilities within the area of the City known as the Waterfront, as described in BMC 3.36.060.B.~~

Commented [NML29]: Moved above due to commission consolidation

Section 2 – General Policy
A. Newly acquired or developed public facilities shall be named immediately after acquisition or development to ensure appropriate public identity.
B. No public facility may be named for a living person, but this policy can be overridden with a 2/3 vote of the City Council.
C. Public facilities that are renamed must follow the same criteria for naming new facilities. In addition, the historical significance and geographical reference of the established name should be considered when weighing and evaluating any name change.
D. The City encourages the recognition of individuals for their service to the community in ways that include the naming of activities such as athletic events, cultural presentations, or annual festivals, which do not involve the naming or renaming of public facilities.
E. Unless restricted by covenant, facilities named after an individual should not necessarily be considered a perpetual name.

Section 3 – Criteria for Naming of Public Facilities
When considering the naming of a new public facility or an unnamed portion or feature within an already named public facility (such as a room within the facility or a feature within an

established park), or, the renaming of an existing public facility the following criteria shall be applied:

A. Public Facilities are generally easier to identify by reference to adjacent street names, distinct geographic or environmental features, or primary use activity. Therefore, the preferred practice is to give City-owned property a name of historical or geographical significance and to retain these names.
B. No public facility may be named for a living person, but this policy can be overridden with a 2/3 vote of the City Council.
C. The naming of a public facility or any parts thereof in recognition of an individual posthumously may only be considered if the individual had a positive effect on the community and has been deceased for more than 1 year.
D. When a public facility provides a specific programmatic activity, it is preferred that the activity (e.g. skateboard park, baseball diamond) be included in the name of the park or facility.
E. When public parks are located adjacent to elementary schools, a name that is the same as the adjacent school shall be considered.
F. When considering the renaming of an existing public facility, in addition to applying criteria A-E above, proper weight should be given to the fact that: a name lends a site or property authenticity and heritage; existing names are presumed to have historic significance; and historic names give a community a sense of place and identity, continuing through time, and increases the sense of neighborhood and belonging.

Section 4 –Naming Standards Involving a Major Contribution

When a person, group or organization requests the naming or renaming of a public facility, all of the following conditions shall be met:

A. An honoree will have made a major contribution towards the acquisition and/or development costs of a public facility or a major contribution to the City.
B. The honoree has a record of outstanding service to their community
C. Conditions of any donation that specifies that name of a public facility, as part of an agreement or deed, must be approved by the City Council, after review by and upon recommendation of the City Manager.

Section 5 –Procedures for Naming or Renaming of Public Facilities

A. Any person or organization may make a written application to the City Manager requesting that a public facility or portion thereof, be named or renamed.
    1. Recommendations may also come directly of the City Boards or Commissions, the City Council, or City Staff.
B. The City Manager shall refer the application to the appropriate lead commission as defined in Section 1 of the City's policy on naming of public facilities, for that commission's review, facilitation, and recommendation of disposition.
    1. The application shall contain the name or names of the persons or organization making the application and the reason for the requested naming or renaming.
C. The lead commission shall review and consider the application, using the policies and criteria articulated to the City Policy on Naming and Renaming to make a recommendation to Council.
    1. All recommendations or suggestion will be given the same consideration without regard to the source of the nomination

D. The lead commission shall hold a public hearing and notify the general public of any discussions regarding naming or renaming of a public facility.
    1. Commission action will be taking at the meeting following any public hearing on the naming or renaming.
E. The commission's recommendation shall be forwarded to Council for final consideration.

The City of Berkeley Policy for Naming and Renaming Public Facilities was adopted by the Berkeley City Council at the regular meeting of January 31, 2012.

APPENDIX B. GUIDELINES FOR DEVELOPING AND WRITING COUNCIL AGENDA ITEMS

These guidelines are derived from the requirements for Agenda items listed in the Berkeley City Council Rules of Procedure and Order, Chapter III, Sections B(1) and (2), reproduced below. In addition, Chapter III Section C(1)(a) of the Rules of Procedure and Order allows the Agenda & Rules Committee to request that the Primary Author of an item provide "additional analysis" if the item as submitted evidences a "significant lack of background or supporting information" or "significant grammatical or readability issues."

These guidelines provide a more detailed and comprehensive overview of elements of a complete Council item. While not all elements would be applicable to every type of Agenda item, they are intended to prompt Authors to consider presenting items with as much relevant information and analysis as possible.

Chapter III, Sections (B)(1) and (2) of Council Rules of Procedure and Order:

2. Agenda items shall contain all relevant documentation, including the following as Applicable:
   a. A descriptive title that adequately informs the public of the subject matter and general nature of the item or report and action requested;
   b. Whether the matter is to be presented on the Consent Calendar or the Action Calendar or as a Report for Information;
   c. Recommendation of the City Manager, if applicable (these provisions shall not apply to Mayor and Council items.);
   d. Fiscal impacts of the recommendation;
   e. A description of the current situation and its effects;
   f. Background information as needed;
   g. Rationale for recommendation;
   h. Alternative actions considered;
   i. For awards of contracts; the abstract of bids and the Affirmative Action Program of the low bidder in those cases where such is required (these provisions shall not apply to Mayor and Council items.);
   j. Person or persons to contact for further information, with telephone number. If the Primary Author of any report believes additional background information, beyond the basic report, is necessary to Council understanding of the subject, a separate compilation of such background information may be developed and copies will be available for Council and for public review in the City Clerk Department, and the City Clerk shall provide limited distribution of such background information depending upon quantity of pages to be duplicated. In such case the agenda item distributed with the packet shall so indicate.

Guidelines for City Council Items:

1. Title
2. Consent/Action/Information Calendar
3. Recommendation
4. Summary Statement/Current situation and its effects
5. Background
6. Review of Existing Plans, Programs, Policies and Laws
7. Actions/Alternatives Considered
8. Consultation/Outreach Overview and Results
9. Rationale for Recommendation
10. Implementation, Administration and Enforcement
11. Environmental Sustainability
12. Fiscal Impacts
13. Outcomes and Evaluation
14. Contact Information
15. Attachments/Supporting Materials

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1. Title
A descriptive title that adequately informs the public of the subject matter and general nature of the item or report and action requested.

2. Consent/Action/Information Calendar
Whether the matter is to be presented on the Consent Calendar or the Action Calendar or as a Report for Information.

3. Recommendation
Clear, succinct statement of action(s) to be taken. Recommendations can be further detailed within the item, by specific reference.

Common action options include:

- Adopt first reading of ordinance
- Adopt a resolution
- Referral to the City Manager (City Manager decides if it is a short term referral or is placed on the RRV ranking list)
- Direction to the City Manager (City Manager is directed to execute the recommendation right away, it is not placed on any referral list)
- Referral to a Commission or to a Standing or Ad Hoc Council Committee
- Referral to the budget process
- Send letter of support
- Accept, Approve, Modify or Reject a recommendation from a Commission or Committee
- Designate members of the Council to perform some action

4. **Summary Statement/ "Current situation and its effects"**
   A short resume of the circumstances that give rise to the need for the recommended action(s).
   - Briefly state the opportunity/problem/concern that has been identified, and the proposed solution.
   - Example (fictional):
     Winter rains are lasting longer than expected. Berkeley's winter shelters are poised to close in three weeks, but forecasts suggest rain for another two months. If they do not remain open until the end of the rainy season, hundreds of people will be left in the rain 24/7. Therefore, this item seeks authorization to keep Berkeley's winter shelters open until the end of April, and refers to the Budget Process $40,000 to cover costs of an additional two months of shelter operations.

5. **Background**
   A full discussion of the history, circumstances and concerns to be addressed by the item.
   - For the above fictional example, Background would include *information and data about the number and needs of homeless individuals in Berkeley, the number and availability of permanent shelter beds that meet their needs, the number of winter shelter beds that would be lost with closure, the impacts of such closure on this population, the weather forecasts, etc.*

6. **Review of Existing Plans, Programs, Policies and Laws**
   Review, identify and discuss relevant/applicable Plans, Programs, Policies and Laws, and how the proposed actions conform with, compliment, are supported by, differ from or run contrary to them. What gaps were found that need to be filled? What existing policies, programs, plans and laws need to be changed/supplemented/improved/repealed? What is missing altogether that needs to be addressed?

   Review of all pertinent/applicable sections of:
   - The City Charter
   - Berkeley Municipal Code
   - Administrative Regulations
   - Council Resolutions
   - Staff training manuals

   Review of all applicable City Plans:
   - The General Plan
   - Area Plans
   - The Climate Action Plan
   - Resilience Plan
   - Equity Plan

- Capital Improvements Plan
- Zero Waste Plan
- Bike Plan
- Pedestrian Plan
- Other relevant precedents and plans

Review of the City's Strategic Plan
Review of similar legislation previously introduced/passed by Council
Review of County, State and Federal laws/policies/programs/plans, if applicable

7. **Actions/Alternatives Considered**
   - What solutions/measures have **other jurisdictions** adopted that serve as models/cautionary tales?
   - What solutions/measures are recommended by **advocates, experts, organizations**?
   - What is the range of actions considered, and what are some of their major pros and cons?
   - Why were other solutions not as feasible/advisable?

8. **Consultation/Outreach Overview and Results**
   - Review/list external and internal stakeholders that were consulted
     - **External**: constituents, communities, neighborhood organizations, businesses and not for profits, advocates, people with lived experience, faith organizations, industry groups, people/groups that might have concerns about the item, etc.
     - **Internal**: staff who would implement policies, the City Manager and/or ~~d~~Deputy CM, Department Heads, City Attorney, City Clerk, etc.
   - What reports, articles, books, websites and other materials were consulted?
   - What was learned from these sources?
   - What changes or approaches did they advocate for that were accepted or rejected?

9. **Rationale for Recommendation**

A clear and concise statement as to whether the item proposes actions that:
- Conform to, clarify or extend existing Plans, Programs, Policies and Laws
- Change/Amend existing Plans, Programs, Policies and Laws in **minor** ways
- Change/Amend existing Plans, Programs, Policies and Laws in **major** ways
- Create an exception to existing Plans, Programs, Policies and Laws
- Reverse/go contrary to or against existing Plans, Programs, Policies and Laws

Argument/summary of argument in support of recommended actions. The argument likely has already been made via the information and analysis already presented,

but should be presented/restated/summarized. Plus, further elaboration of terms for recommendations, if any.

10. **Implementation, Administration and Enforcement**
    Discuss how the recommended action(s) would be implemented, administered and enforced. What staffing (internal or via contractors/consultants) and materials/facilities are likely required for implementation?

11. **Environmental Sustainability and Climate Impacts**
    Discuss the impacts of the recommended action(s), if any, on the environment and the recommendation's positive and/or negative implications with respect to the City's Climate Action, Resilience, and other sustainability goals.

12. **Fiscal Impacts**
    Review the recommended action's potential to generate funds or savings for the City in the short and long-term, as well as the potential direct and indirect costs.

13. **Outcomes and Evaluation**
    State the specific outcomes expected, if any (i.e., *"it is expected that 100 homeless people will be referred to housing every year"*) and what reporting or evaluation is recommended.

14. **Contact Information**

15. **Attachments/Supporting Materials**

APPENDIX C. TEMPORARY RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS THROUGH VIDEO CONFERENCE DURING THE COVID-19 EMERGENCY

Commented [NML30]: Relevant portions have been moved to the body of the document.

Mayor and Councilmember Speaking Time on Agenda Items

For the Consent Calendar, the Mayor and Councilmembers will initially have up to five minutes each to make comments. After all members of the Council have spoken (or passed) and after public comment, members will each have two additional minutes to discuss the Consent Calendar.

For non-Consent items, the Mayor and Councilmembers will have two minutes each to make initial comments on an agenda item, except for the author of an agenda item who will have five minutes to initially present the item. After every Councilmember has spoken or declined and after public comment, Councilmembers will each have another five minutes per person to address an item. Debate may be extended beyond a second round of Council comments by a majority vote (5 votes).

Time will toll during staff answers to questions; Councilmembers are urged to ask their questions of city staff before the meeting or in writing.

Procedure for Pulling Items from Consent or Information Calendar

Three (3) members of the City Council must agree to pull an item from the Consent or Information Calendar for it to move to Action. Absent three members concurring, the item will stay on Consent or Information Calendar and, with respect to Consent items, the Mayor or Councilmembers will be allowed to record their aye, nay or abstain votes on individual items or the entire Consent Calendar.

Moving an item from the Action Calendar to the Consent Calendar requires the unanimous consent of the entire City Council.

Public Comment Speaking Time

Commented [NML31]: Relevant portions have been moved to the body for the Rules of Procedure.

With the exception of prescribed times in the Rules of Procedure for public hearings and public comment by employee unions, the amount of time for each speaker during public comment is limited to two minutes maximum and that speakers can only address an agenda item once, however the Presiding Officer has the discretion to reduce speaker time if needed in order to allow the orderly conduct of the meeting, subject to the consent of a majority of the City Council. Speakers may yield their time for a maximum of four minutes per individual. If a speaker wishes to yield their time, they must indicate so when called on by the Presiding Officer and state who they are yielding their speaker time to. The Presiding Officer will keep a list with the names and amount of time yielded to individuals.

In order to inform members of the public of their place in the speaker's queue, the Presiding Officer will call the names of 5 speakers at a time.

Public Comment on Non-Agenda Matters will be conducted in the order of hands raised on the Zoom platform, and will be limited to either the first 10 speakers during the initial round of Non-Agenda public comment, as well as all hands raised during the closing round of Non-Agenda public comment at the conclusion to the meeting, until such time that the

Commented [NML32]: This paragraph is only applicable to virtual-only meetings, which are currently not permitted under the Brown Act.

~~meeting adjourns. If there are five or fewer speakers with hands raised for Public Comment on Non-Agenda Matters, each speaker will have two minutes to address the City Council. If there are more than five speakers with their hands raised then speaker time will be limited to one minute per person. The procedure for selection of Non-Agenda speakers prescribed in the Rules of Procedure by random draw is suspended for videoconference meetings where there is no physical meeting location.~~

03

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Henry Oyekanmi, Director, Finance

Subject: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on October 29, 2024

RECOMMENDATION

Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.

FISCAL IMPACTS OF RECOMMENDATION

Total estimated cost of items included in this report is **$3,680,284**

PROJECT	Fund	Source	Amount
Martin Luther King Jr. Youth Services Center/Young Adult Project (YAP) Public Art Project	511 148	T1-CAPITAL CULT TRST	$396,000
Strawberry Creek Culvert Repairs	127 130 134 501	CAP - INFR - ROADWAY/STREETS	$3,284,284
Total:			**$3,680,284**

CURRENT SITUATION AND ITS EFFECTS

On May, 6, 2008, Council adopted Ordinance No. 7,035-N.S. effective June 6, 2008, which increased the City Manager's purchasing authority for services to $50,000. As a result, this required report submitted by the City Manager to Council is now for those purchases in excess of $100,000 for goods; and $200,000 for playgrounds and construction; and $50,000 for services. If Council does not object to these items being sent out for bid or proposal within one week of them appearing on the agenda, and upon final notice to proceed from the requesting department, the IFB (Invitation for Bid) or RFP (Request for Proposal) may be released to the public and notices sent to the potential bidder/respondent list.

BACKGROUND
On May 6, 2008, Council adopted Ordinance No. 7,035-N.S., amending the City Manager's purchasing authority for services

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
The Finance Department reviews all formal bid and proposal solicitations to ensure that they include provisions for compliance with the City's environmental policies. For each contract that is subject to City Council authorization, staff will address environmental sustainability considerations in the associated staff report to City Council.

RATIONALE FOR RECOMMENDATION
Need for the goods and/or services.

ALTERNATIVE ACTIONS CONSIDERED
None.

CONTACT PERSON
Clayton Stilwell, General Services Manager, Finance, 510-981-7329

Attachments:
1. Martin Luther King Jr. Youth Services Center/Young Adult Project (YAP) Public Art Project
2. Strawberry Creek Culvert Repairs

Note: Original of this attachment with live signature of authorizing personnel is on file in General Services.

SPECIFICATION NO.	DESCRIPTION OF GOODS / SERVICES BEING PURCHASED	APPROX. RELEASE DATE	APPROX. BID OPENING DATE	INTENDED USE	ESTIMATED COST	BUDGET CODE TO BE CHARGED	DEPT. / DIVISION	CONTACT NAME & PHONE
25-11686-C	Martin Luther King Jr. Youth Services Center/Young Adult Project (YAP) Public Art Project	November-24	January-24	This opportunity is for an artist to create a large-scale mosaic artwork located at the entryway (exterior wall) and lobby (interior wall) of the Center, measuring approximately 884 square feet.	$ 396,000	511-21-208-252-0000-000-446-612990 and 148-21-208-252-0000-000-446-612990-46-612990-	CMO/OED/Civic Arts	Mark Salinas, Public Art Program Lead, msalinas@berkeleyca.gov
DEPT. TOTAL					**$ 396,000**			
25-11689-C	Strawberry Creek Culvert Repairs	October 24, 2024	November 21, 2024	Concrete Repairs & Concrete lining for the underground Culvert rehabilitation	$2,050,000 $99,004 $115,000 $1,020,280 Total: $3,284,284	127 127-54-623-674-0000-000-431-665110 130-54-623-673-0000-000-431-665110 134-54-623-674-0000-000-431-665110 501-54-623-673-0000-000-431-665110 • PWENSD2305	"Public Works/ Engineering"	"Ricardo Salcedo: 6407 Srinivas Muktevi: 6402"
DEPT. TOTAL					**$ 3,284,284**			
TOTAL					**$ 3,680,284**			

04

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: David Sprague, Fire Chief

Subject: Purchase Order: ZOLL Medical Corporation for ECG Monitor/Defibrillators

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a Purchase Order and any amendments with ZOLL Medical Corporation to purchase a new fleet of 40 Advanced Life Support (ALS) Electrocardiogram (ECG) Monitor/Defibrillators, associated equipment and maintenance in an amount not to exceed $2,832,950 for not more than seven (7) years.

FISCAL IMPACTS OF RECOMMENDATION

All funds required to pay for this purchase are in the Department's baseline operating budget. Funding sources include but are not limited to Measure GG, Measure FF, UC Settlement, and the General Fund.

CURRENT SITUATION AND ITS EFFECTS

The current fleet of Advanced Life Support (ALS) ECG Monitor/Defibrillators has reached the end of its service life and needs to be replaced. The fleet of apparatus that require monitors has expanded; the Department is running multiple entry level academies for the new City classification of Paramedic, each of which require the dedication of four monitors; and the Department is now outfitting all reserve apparatus with the equipment they need to be placed in-service. Each responding paramedic staffed apparatus (fire engine, fire truck and ambulance) is required by the Alameda County Local EMS Authority (LEMSA) to carry an ALS ECG Monitor / Defibrillator. The Department currently carries ZOLL ECG's on every piece of suppression and transport apparatus to meet this requirement. The Department has used the Zoll ALS ECG Monitor/Defibrillators since 2017.

The cooperative purchasing entity Sourcewell, a State of Minnesota local government unit and service cooperative, opened (RFP #041823) on April 18th, 2023 to procure "Critical Care and EMS Equipment" for use by its participating entities. The published Request for Proposal (RFP) allows for participating entities, such as the City of Berkeley, to utilized Sourcewell's RFP to "piggy-back" off the resulting agreement. A

contract was awarded to ZOLL on October 10th, 2023. The City will piggyback on the Sourcewell contract with ZOLL Medical for ECG Monitor/Defibrillators.

BACKGROUND
In 2017 the Fire Department (Department) conducted a comprehensive Request for Proposal (RFP) process and selected ZOLL Medical Corporation. On May 2, 2017 the City Council approved resolution #69-933-N.S. to execute a Purchase Order and any amendments with ZOLL Medical Corporation for the purchase and maintenance of twenty-six Advanced Life Support (ALS) ECG Monitor/Defibrillators for emergency response vehicles in an amount not to exceed $780,491.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There are no identifiable environmental effects or opportunities associated with the action requested in this report.

RATIONALE FOR RECOMMENDATION
A competitive process was conducted by Sourcewell. The Zoll monitors have performed well and there is no reason to conduct a separate solicitation.

ALTERNATIVE ACTIONS CONSIDERED
None.

CONTACT PERSON
David Sprague, Fire Chief, (510) 981-3473

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

PURCHASE ORDER: ZOLL MEDICAL CORPORATION FOR ECG MONITOR/DEFIBRILLATORS

WHEREAS, in 2017 the Fire Department (Department) conducted a comprehensive Request for Proposal (RFP) process and selected ZOLL Medical Corporation, and

WHEREAS, on May 2, 2017 the City Council approved resolution #69-933-N.S. to execute a Purchase Order and any amendments with ZOLL Medical Corporation for the purchase and maintenance of twenty-six Advanced Life Support (ALS) Electrocardiogram (ECG) Monitor/Defibrillators for emergency response vehicles, and

WHEREAS, the Fire Department's current fleet of ALS ECG Monitor/ Defibrillators have reached the end of their service life, thus necessitating replacement, and

WHEREAS, each responding paramedic apparatus is required by the Alameda County Local EMS Authority (LEMSA) to carry an ECG Monitor / Defibrillator, and

WHEREAS, Sourcewell opened RFP #041823 on April 18, 2023 to procure Critical Care and EMS Equipment, and

WHEREAS, the Sourcewell Request for Proposal (RFP) contained provisions that permitted all members of Sourcwell to "piggy-back" off the resulting agreement, and

WHEREAS, a contract was awarded to ZOLL on October 10th, 2023.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a Purchase Order and any amendments with ZOLL Medical Corporation to purchase a new fleet of 40 Advanced Life Support (ALS) ECG Monitor/Defibrillators, associated equipment and maintenance in an amount not to exceed $2,832,950 for not more than seven (7) years.

05

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Contract: Berkeley Food Network for Berkeley-Based Food Assistance

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or his designee to execute a contract and any amendments or extensions with Berkeley Food Network to provide food assistance to low-income households in Berkeley in an amount not to exceed $400,000 for the period December 2, 2024 through June 30, 2026.

FISCAL IMPACTS OF RECOMMENDATION

Through a competitive Request for Proposal (RFP) process, staff have selected Berkeley Food Network to provide food assistance to low income Berkeley residents. This RFP process was initiated by a referral from Council on June 25, 2024 to identify a Berkeley-based vendor to provide food assistance to food insecure households. The City conducted an RFP process and received three proposals. Berkeley Food Network was selected as the highest scoring bidder, and submitted a revised quote with final pricing. The contract will have a total not to exceed amount of $400,000. Funding is available in the FY 2024 budget in the Aging Services General Fund (Fund 011).

CURRENT SITUATION AND ITS EFFECTS

On June 25, 2024, Council voted to refer to the City Manager to develop and fund a Request for Proposal process to support Berkeley-based food non-profit food assistance providers serving food insecure households.

The Oakland-based Alameda County Community Food Bank (ACCFB), which partners with more than 400 institutions to provide food assistance to Alameda County families and individuals, reports an increase in demand throughout the county. The ACCFB went from distributing 38 million pounds of food pre-COVID pandemic, to 58 million pounds of food most recently.[1] As of October 30, 2023, approximately 8.9 percent of Alameda County adults, lived in households experiencing food insufficiency.[2]

[1] Alameda County Community Food Back: https://www.accfb.org/about-us/what-we-do/

[2] California Pulse Website for Alameda County: https://stanford-datalab.github.io/covid-19-ca/alameda/#foodinsufficiency

BACKGROUND
The City released an RFP under Specification No. 25-11675-C and convened a panel of stakeholders to select Berkeley Food Network as the most responsive and responsible bidder for this contract.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION
Berkeley Food Network is a well-respected Berkeley-based non-profit food provider with demonstrated expertise on food distribution to low-income residents and households. Their proposal in response to RFP Specification No. 25-11675-C includes high quality services that aligns with the intended goals of maximizing program objectives.

ALTERNATIVE ACTIONS CONSIDERED
Staff did not identify an alternative action consistent with the City's goals of advancing equity in the community. Failure to proceed with the recommendation would result in a local provider's inability to sustain, and effectively grow, their food distribution operations in order to meet the community's need for healthy and accessible food.

CONTACT PERSON
Tanya Bustamante, Interim Deputy Director, HHCS, 510-981-5178

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT: BERKELEY FOOD NETWORK FOR BERKELEY-BASED FOOD ASSISTANCE

WHEREAS, on June 25, 2024, City Council voted to refer to the City Manager to develop and fund a Request for Proposal process to support Berkeley-based food non-profit food assistance providers serving food insecure households; and

WHEREAS, the City released an RFP under Specification No. 25-11675-C and convened a panel of stakeholders to review proposals and pricing from Berkeley-based organizations; and

WHEREAS, Berkeley Food Network was selected by the City's RFP selection process; and

WHEREAS, funding is subject to appropriation in the FY 2025 and FY 2026 budgets in the Aging Services General Fund (Fund 011).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is authorized to execute a contract and any amendments, with Berkeley Food Network to provide food assistance to low-income residents and households in Berkeley, in an amount not to exceed $400,000 for the period December 2, 2024 thru June 30, 2026. A record signature copy of said contract and any amendments to be on file in the City Clerk Department.

06

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Contract No. 32400176 Amendment: Health Officer Coverage – Dr. Gail Newel

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32400176 with Dr. Gail Newel to increase by $50,000 for a total not to exceed amount (NTE) of $100,000.

FISCAL IMPACTS OF RECOMMENDATION

The City will have a gap in Health Officer coverage when the Health Officer is out of the office and unavailable. Costs for Health Officer coverage will be paid for by General Funds (Fund 011) salary savings in the FY25 Adopted Budget. The grant (fund 302) that supported this contract last year was reduced for all jurisdictions statewide due to budget cuts. Payment will be $50 per hour/$1,200 per day. Total costs are not to exceed $100,000.

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley receives funding from the California Department of Public Health through the Future of Public Health grant. The funding requires each local health jurisdiction to have Health Officer on-call coverage at all times. This contract enables coverage when the City Health Officer is out of the office.

BACKGROUND

Most public health jurisdictions have on-call Health Officer coverage to address urgent communicable diseases and other public health issues. Additionally, this coverage is required by the Future of Public Health grant. Dr. Newel is an experienced Health Officer who served in Santa Cruz and San Benito counties. The City Council is asked to approve continued Health Officer coverage, as Council also approves the appointment of the permanent Health Officer.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There are no environmental sustainability and climate impacts associated directly with the content of this summary report.

RATIONALE FOR RECOMMENDATION
Health Officer coverage is required by the Future of Public Health grant, and may be needed if urgent public health issues arise.

ALTERNATIVE ACTIONS CONSIDERED
The City could continue to have periodic gaps in Health Officer coverage when the Health Officer is unavailable.

CONTACT PERSON
Alexandra Deitch, Sr. HSPS, HHCS, 510-981-5379

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT No. 32400176 AMENDMENT: DR. GAIL NEWEL FOR HEALTH OFFICER SERVICES DURING PERIODS WHEN THE CITY HEALTH OFFICER IS OUT OF OFFICE

WHEREAS, most public health jurisdictions have on-call Health Officer coverage to address urgent communicable disease and other public health issues; and

WHEREAS, the City of Berkeley receives funding from the California Department of Public Health through the Future of Public Health grant, which requires each local health jurisdiction to have Health Officer coverage at all times; and

WHEREAS, Dr. Gail Newel is an experienced Health Officer who has served in Santa Cruz and San Benito counties, and is willing to provide coverage for the City of Berkeley; and

WHEREAS, on May 1, 2024, the City of Berkeley entered into contract with Dr. Newel (Contract 32400176) to provide Health Officer coverage when the Health Officer is out of the office to ensure 24/7 Health Officer coverage; and

WHEREAS, an additional $50,000 to increase the existing contract amount will extend Health Officer coverage for the City of Berkeley when the Health Officer is out of the office and unavailable.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is authorized to amend Contract No. 32400176 and any amendments with Dr. Gail Newel from May 1, 2024 to June 30, 2025 in an amount not to exceed $100,000 utilizing General Funds.

07

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Contract No. 32400177 Amendment: Health Officer Coverage – Dr. Lisa B. Hernandez

RECOMMENDATION
Adopt a Resolution authorizing the City Manager or his designee to amending Contract No. 32400177 with Dr. Lisa B. Hernandez to increase by $50,000 for a total not to exceed amount (NTE) of $100,000.

FISCAL IMPACTS OF RECOMMENDATION
The City will have a gap in Health Officer coverage when the Health Officer is out of the office and unavailable. Costs for Health Officer coverage will be paid for by General Funds (Fund 011) salary savings in the FY25 Adopted Budget. The grant (fund 302) that supported this contract last year was reduced for all jurisdictions statewide due to budget cuts. Payment will be $50 per hour/$1,200 per day. Total costs are not to exceed $100,000.

CURRENT SITUATION AND ITS EFFECTS
The City of Berkeley receives funding from the California Department of Public Health through the Future of Public Health grant. The funding requires each local health jurisdiction to have Health Officer on-call coverage at all times. This contract enables coverage when the City Health Officer is out of the office.

BACKGROUND
Most public health jurisdictions have on-call Health Officer coverage to address urgent communicable diseases and other public health issues. Additionally, this coverage is required by the Future of Public Health grant. Dr. Hernandez served as Health Officer for the City of Berkeley for five years, until July 2023. The City Council is asked to approve continued Health Officer coverage, as Council also approves the appointment of the permanent Health Officer.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There are no environmental sustainability and climate impacts associated directly with the content of this summary report.

RATIONALE FOR RECOMMENDATION
Health Officer coverage is required by the Future of Public Health grant, and may be needed if urgent public health issues arise.

ALTERNATIVE ACTIONS CONSIDERED
The City could continue to have periodic gaps in Health Officer coverage when the Health Officer is unavailable.

CONTACT PERSON
Alexandra Deitch, Sr. HSPS, HHCS, 510-981-5379

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT No. 32400177 AMENDMENT: DR. LISA HERNANDEZ FOR HEALTH OFFICER SERVICES DURING PERIODS WHEN THE CITY HEALTH OFFICER IS OUT OF OFFICE

WHEREAS, most public health jurisdictions have on-call Health Officer coverage to address urgent communicable disease and other public health issues; and

WHEREAS, the City of Berkeley receives funding from the California Department of Public Health through the Future of Public Health grant, which requires each local health jurisdiction to have Health Officer coverage at all times; and

WHEREAS, Dr. Lisa Hernandez served as the Health Officer for the City of Berkeley for five years, and is willing to provide coverage for the City of Berkeley again; and

WHEREAS, on April 1, 2024 the City of Berkeley entered into contract with Dr. Hernandez (Contract 324001777) to provide Health Officer coverage when the Health Officer is out of the office to ensure 24/7 Health Officer coverage; and

WHEREAS, an additional $50,000 to increase the existing contract amount will extend Health Officer coverage for the City of Berkeley when the Health Officer is out of the office and unavailable.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is authorized to amend Contract No. 32400177 and any amendments with Dr. Lisa Hernandez from April 1, 2024 to June 30, 2026 in an amount not to exceed $100,000 utilizing General Funds.

08

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Housing Trust Fund Recommendations for the Berkeley Unified School District Workforce Housing Project and the St. Paul Terrace Project

RECOMMENDATION

Adopt a Resolution to:

1. Reserve an additional $2,000,000 for Satellite Affordable Housing Associates (SAHA) and Abode Communities' Berkeley Unified School District (BUSD) Workforce Housing project; and
2. Reserve an additional $3,504,319 for Community Housing Development Corporation of North Richmond (CHDC)'s St. Paul Terrace project with the following conditions:
    a. Funds shall be reserved for a period of no more than 18 months from the date of Council approval, contingent on the development team obtaining all required land use approvals of the property and securing commitments for project funding that the City Manager or their designee deems sufficient within the reservation period.
    b. CHDC shall apply to alternative funding sources with the intent of reducing the need for these additional City funds. CHDC shall provide updates to the City on the applications submitted and the outcomes.
3. Authorize the City Manager or their designee to execute all original or amended documents or agreements to effectuate these actions.

SUMMARY

The City of Berkeley recently received funding requests for two affordable housing projects with existing development funding reservations from the City. SAHA and Abode Communities submitted a request for $2M for the BUSD Workforce Housing project at 1701 San Pablo Avenue, and CHDC submitted a request of $3,504,319 for St. Paul Terrace at 2024 Ashby Avenue. The funding recommendations are based on the available funds in the Housing Trust Fund and the City's goal of supporting pipeline projects and increasing the number of affordable housing units in Berkeley.

FISCAL IMPACTS OF RECOMMENDATION

The attached resolution would reserve an additional $2 million for the BUSD Workforce Housing project and an additional $3,504,319 for the St. Paul Terrace project. Currently, there are sufficient funds in the Housing Trust Fund (HTF) program to fund the requests. Staff will determine the exact mix of funds from the HTF closer to the loan closing. This mix could include the following funds: Measure O bond funds (Fund #512), Affordable Housing Mitigation Fee (Fund #120), Inclusionary Housing Fee (Fund #122), Condo Conversion Fee (Fund #123), and Commercial Housing Mitigation Fee (Fund #331). Funding is subject to appropriations in Annual Appropriations Ordinance 1.

CURRENT SITUATION AND ITS EFFECTS

On September 5, 2024 the Housing Advisory Commission voted as follows to approve the staff recommendations as written above.

M/S/C: Mendonca/ Ortiz-Cedeño. Ayes: Bell, Braslaw, Mendonca, Ortiz-Cedeño, and Potter. Noes: None. Abstain: None. Absent: Calavita (unexcused), Haycox (excused), Shere (excused), and Simon-Weisberg (excused).

The funding recommendations are based on the City's goal of supporting pipeline projects and increasing the number of affordable housing units in Berkeley.

The City of Berkeley recently received funding requests for two affordable housing projects with existing development funding reservations from the City. SAHA and Abode Communities submitted a request for $2M for the BUSD Workforce Housing project at 1701 San Pablo Avenue, and CHDC submitted a request of $3,504,319 for St. Paul Terrace at 2024 Ashby Avenue.

The HTF Guidelines allow developers to apply for City funding outside of a competitive process if their projects meet the definition of being at risk. Projects can qualify if they have documented state or federal funding commitments that they are at risk of losing, and if the developers can demonstrate the following:

- The urgency of the need;
- The steps they have taken to avoid the need for additional City funds; and
- That no other funds are available to meet the need.

BACKGROUND

BUSD Workforce Housing Project

Located at 1701 San Pablo Avenue, BUSD Workforce Housing is a mixed-income housing project being developed by SAHA and Abode Communities (Abode). SAHA and Abode will develop a 110-unit project with a leasing preference for BUSD employees and their households. City Council previously approved $24.5M funding reservation for SAHA and Abode to develop the project.

SAHA and Abode applied for and received an award from the California Housing Finance Agency (CalHFA) which required them to receive a tax credit and bond allocation in 2024. They were successful in meeting that requirement and received a tax credit/bond allocation on August 6, 2024. With the CalHFA and bond awards, the project must close the construction financing by February 2, 2025 or it will lose the funding and have to restart the process of securing financing (which may take several years). SAHA applied for but did not receive California Infill Infrastructure Grant funds that would have fully funded the project. The development team reduced the scope of work by $3M, yet a $2M funding gap remains.

The project qualifies as at-risk and is eligible to apply for City funding outside of a competitive process. The CalHFA funding will be revoked if the project does not close its construction financing in the next six months, which represents an urgent need. SAHA and Abode were unsuccessful in filling the financing gap with the Infill Infrastructure Grant, and no other funding sources are feasible within the CalHFA timeline. If awarded the additional funds, the total City subsidy in the project would be $26.5 million, equal to 34.6% of the total development cost.

St. Paul Terrace Project
Located at 2024 Ashby Avenue, St. Paul Terrace is a 50-unit affordable housing project being developed by CHDC. To date, Council has approved a total of $12,250,000 in City predevelopment and development funding for the project.

CHDC requested an additional $3,504,319 to support the development of St. Paul Terrace to cover increased insurance, construction, and interest costs. Since CHDC submitted their first application to the City in 2021, the cost of construction increased significantly due to the number of stories needed to get up to 50 units at this site, i.e., five stories of wood framing above three stories of concrete. The increase in construction costs has made the project ineligible for the less competitive 4% tax credit/bonds, therefore CHDC is pursuing 9% tax credits. In addition to being more competitive, 9% tax credits are capped, which caused the project to have a gap and need additional soft funding.

The project qualifies as at-risk and is eligible to apply for City funding outside of a competitive process. The project was awarded $16.6M of the State's Multifamily Housing Program funds, for which construction will need to begin in 2026. It is unlikely that the project would be awarded 9% tax credits in the current round. However, if the project is successful CHDC would need to close construction financing within 180 days of the tax credit award or risk losing the award and delay the project due to the funding gap. If CHDC needs to re-apply for tax credits in subsequent rounds, City requests that CHDC seek other sources that could potentially reduce the need for the additional City funding. The 18-month reservation period would allow CHDC to participate in two more tax credit application rounds. If awarded the additional funds, the total City subsidy for St. Paul Terrace would be $15.7 million, equal to 22.7% of the total development cost.

Housing Trust Fund
The Housing Trust Fund has a current unallocated balance of approximately $6.2M. A third issuance of Measure O is anticipated in 2025. While most of those funds are already allocated to projects (including the North Berkeley and Ashby BART sites), the unallocated funds from the third Measure O issuance would increase the available HTF balance by approximately $7.4M. If approved, some or all of the additional funding for the BUSD Workforce Housing and St. Paul Terrace projects is likely to come from the next issuance of the Measure O bond. The source of the additional funding for each project would be established shortly before the project's loan closing, based on then-current fund balances, and any restrictions the funds may carry. Depending on the project schedules and timing of the bond issuance, the funds may not be available at construction start. The HTF Guidelines allow a City subsidy of up to 40% of a project's total development cost.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable sustainability and climate impacts directly associated with the recommendations of this report. The BUSD project meets the City's goals of sustainability. The sustainability features include all-electric building consistent with the City's recently adopted standards, maximize the potential for on-site renewable energy, providing capacity for electric vehicle charging, creating bicycle storage, and achieving either LEED Gold or GreenPoint Gold certification. The St. Paul Terrace project will have climate-sensitive design and CHDC will incorporate the City's Climate Action Plan using the Green Point Rating system to as required by the City to address sustainability.

RATIONALE FOR RECOMMENDATION

Both projects are considered at-risk under the HTF Guidelines (V.D.1), and approving additional funds would support the City's goal of creating affordable housing. Without this City funding, SAHA and CHDC risk losing state funding awards and delaying construction start.

ALTERNATIVE ACTIONS CONSIDERED

If Council does not approve the additional funding requests, the projects would be at risk of losing their state funding awards, and would be delayed. SAHA and CHDC would need to pursue alternative funding sources, and project costs would likely increase.

CONTACT PERSON

Asavari Devadiga, Community Development Project Coordinator, HHCS, 510-981-5426

Attachment:
1: Resolution

RESOLUTION NO. ##,###-N.S.

APPROVAL OF THE FUNDING RESERVATION FOR

WHEREAS, City Council established a Housing Trust Fund (HTF) program to assist in the development and expansion of housing affordable to low- and moderate-income persons who either work or reside within the City of Berkeley, and authorized the City Manager to implement the HTF program; and

WHEREAS, there is a great need for affordable and special needs housing in the City of Berkeley as stated in the General Plan Housing Element and the City of Berkeley's Consolidated Plan; and

WHEREAS, City Council adopted guidelines (HTF Guidelines) as revised on January 19, 2021, and authorized the City Manager to implement the HTF program in accordance with the Guidelines; and

WHEREAS, the City's HTF Guidelines allow funding requests to be submitted at any time for projects at imminent risk, including projects the City previously funded that are at risk of losing state or federal funding awards; and

WHEREAS, on December 14, 2021, by Resolution 70,134-N.S., the City Council approved $24.5 million funding reservation for Satellite Affordable Housing Associates (SAHA) and Abode Communities' (Abode) Berkeley Unified School District (BUSD) Workforce Housing project; and

WHEREAS, on April 20, 2021, by Resolution 69,795-N.S., the City Council approved $1,198,960 for Community Housing Development Corporation's (CHDC) St. Paul Terrace project;

WHEREAS, on December 14, 2021, by Resolution 70,135-N.S., the City Council approved additional $2,500,000 for CHDC's St. Paul Terrace project;

WHEREAS, on June 14, 2022, by Resolution 70,407-N.S., the City Council approved additional $8,551,040 for CHDC's St. Paul Terrace project;

WHEREAS, the BUSD Workforce Housing project and St. Paul Terrace project meet the definition of at-risk, as both secured state funding awards that may be rescinded if the projects don't secure their remaining financing and start construction within the state-designated timeframe; and

WHEREAS, SAHA and Abode submitted a request for additional funding of $2,000,000 for the BUSD Workforce Housing project, and CHDC submitted a request for additional funding for $3,504,319 for St. Paul Terrace project; and

WHEREAS, on September 5, 2024, the Housing Advisory Commission (HAC) approved a motion recommending that Council approve SAHA and Abodes additional funding request of $2,000,000 for BUSD Workforce Housing Project and CHDC's additional funding request of $3,504,319 for St. Paul Terrace Project; and

WHEREAS, HAC's motion included a recommendation that the funds for CHDC's St. Paul Terrace project be reserved for a period of no more than 18 months from the date of Council approval, contingent on the development team obtaining all required land use approvals of the property and securing commitments for project funding that the City Manager or designee deems sufficient within the reservation period; and that CHDC shall apply to alternative funding sources with the intent of reducing the need for these additional City funds. CHDC shall provide updates to the City on the applications submitted and the outcomes; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council approves the following funding reservations:

- $2,000,000 for Satellite Affordable Housing Associates and Abode Communities' BUSD Workforce Housing project (1701 San Pablo Avenue); for a total City reservation of $26,500,000; and
- $3,504,319 for Community Housing Development Corporation's St. Paul Terrace project (2024 Ashby Avenue), for a total City reservation of $15,754,319.

BE IT FURTHER RESOLVED that the funds for the BUSD Workforce Housing project shall be reserved for a period of no more than 24 months from the date of this Resolution, contingent on SAHA and Abode obtaining all required City approvals and securing commitments for full project funding that the City Manager or designee deems sufficient within the reservation period.

BE IT FURTHER RESOLVED that the funds for the St. Paul Terrace project shall be reserved for a period of no more than 18 months from the date of this Resolution, contingent on CHDC obtaining all required City approvals and securing commitments for full project funding that the City Manager or designee deems sufficient within the reservation period.

BE IT FURTHER RESOLVED that CDHC shall apply to alternative funding sources with the intent of reducing the need for these additional City funds, and shall provide updates to the City on the applications submitted and the outcomes.

BE IT FURTHER RESOLVED that the funding reservation is conditioned upon the completion of the environmental review process, as applicable, except as authorized by 24 CFR, Part 58, and that should HOME and/or CDBG funds constitute a portion of the funding for any project, a final commitment of HOME and/or CDBG funds shall occur only upon the satisfactory completion of the appropriate level of environmental review and also upon the receipt of approval of the request for release of funds and related certification from the U.S. Department of Housing and Urban Development, when applicable. The funding reservation for any of the HOME- and/or CDBG-funded projects is conditioned

upon the City of Berkeley's determination to proceed with, modify, or cancel the project based on the results of subsequent environmental review under the National Environmental Policy Act.

BE IT FURTHER RESOLVED that the making of each loan shall be contingent on and subject to such other appropriate terms and conditions as the City Manager or their designee may establish.

BE IT FURTHER RESOLVED the City Manager, or their designee, is hereby authorized to execute all original or amended documents or agreements to effectuate this action; a signed copy of said documents, agreements and any amendments will be kept on file in the Office of City Clerk.

09

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Fiscal Year 2025 Meals on Wheels of Alameda County Donations for the Berkeley Meals on Wheels Program

RECOMMENDATION

Adopt a Resolution accepting donations for the Berkeley Meals on Wheels Program from the Meals on Wheels of Alameda County (MOWAC) agency, for Fiscal Year 2025 (FY2025).

FISCAL IMPACTS OF RECOMMENDATION

The donations will be received and deposited on a quarterly basis into the Fund-Raising Activities Fund (ERMA GL Code 111-51-505-549-2044-000-444-612990-) and will be appropriated as part of the First Amendment to the FY 2025 Annual Appropriations Ordinance for supporting the operations of the Meals on Wheels. These donations will support the cost of hourly personnel and operating expenses needed to provide meals to home-bound seniors by the City of Berkeley Meals on Wheels program.

CURRENT SITUATION AND ITS EFFECTS

The Berkeley Meals on Wheels program contributes to the City's Strategic Plan goal to be a customer-focused organization that provides excellent, timely, easily-accessible service to the community; particularly the older adult, homebound community. The Berkeley Meals on Wheels program provides over 60,000 nutritious meals to over 250 seniors each year.

MOWAC is a private, non-profit agency that raises funds for the six Meals on Wheels programs in Alameda County. MOWAC provides special grant funding and donations to programs to support the delivery of meals to home-bound seniors.

BACKGROUND

The City of Berkeley Meals on Wheels program is funded by an annual grant contract with the Alameda County Area Agency on Aging, as well as by client and community donations and the City's General Fund. While each Meals on Wheels program in the County is expected to support unfunded costs of the program to meet community

needs, MOWAC helps programs meet additional needs by conducting its own fundraising efforts for the benefit of all programs countywide.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
The Berkeley Meals on Wheels program packages its meals in compostable containers to reduce landfill waste. The program also offers volunteer bicycle delivery routes.

RATIONALE FOR RECOMMENDATION
Donations received from MOWAC will provide the Berkeley Meals on Wheels program with significant financial support that can be directly applied to both personnel and operating expenses for the program.

ALTERNATIVE ACTIONS CONSIDERED
Refusing donations from MOWAC would not be consistent with the City's Strategic Plan goals or its efforts to sustain an Age-Friendly Berkeley, and is not recommended.

CONTACT PERSON
Ngoc Oanh Guise, Interim Aging Services Manager, HHCS, (510) 981-5113

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

FISCAL YEAR 2025 MEALS ON WHEELS OF ALAMEDA COUNTY DONATIONS FOR THE BERKELEY MEALS ON WHEELS PROGRAM

WHEREAS, the Meals on Wheels of Alameda County (MOWAC) Agency's mission is to raise funds for the six Meals on Wheels programs in Alameda County, including Berkeley Meals on Wheels; and

WHEREAS, Alameda County distributes these funds on a quarterly and proportional basis to Meals on Wheels programs and special grant requests throughout Alameda County; and

WHEREAS, Berkeley Meals on Wheels provides over 60,000 nutritious meals to over 250 seniors each year; and

WHEREAS, MOWAC donations will assist in covering personnel costs or providing meals to homebound seniors; and

WHEREAS, the donations will be deposited into the Fund-Raising Activities Fund (ERMA Budget Code 111-51-505-549-2044-000-444-612990-) and will be appropriated as part of the First Amendment to the FY 2025 Annual Appropriations Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that donations to the Berkeley Meals on Wheels program from the Meals on Wheels of Alameda County Agency are accepted to support personnel and operational costs of meal provision to home-bound seniors by the City of Berkeley Meals on Wheels program.

10

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Kevin C. Fong, Director of Information Technology

Subject: Contract No. 32400104 Amendment: SmartWave for City Facility Managed Wi-Fi

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 32400104 with SmartWave Technologies LLC, for managed Wi-Fi and related services increasing the amount by $250,000 for a total not-to-exceed amount of $620,000 from July 25, 2023 to June 30, 2026.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the additional services in the amount of $250,000 will be available in the Department of Information Technology's (IT) Cost Allocation fund, #680. Planned spending in the future fiscal years (FY) are subject to Council approval of the proposed city-wide budget and Annual Appropriation Ordinances.

CURRENT SITUATION AND ITS EFFECTS

The City continues to adopt a more mobile workforce, and the platforms we provide and support are increasingly reliant on wireless technology. IT contracts SmartWave Technologies LLC as the City's service provider and implementer. To meet increasing demand, we have identified the need for additional wireless access points (APs) to improve coverage in existing buildings and new sites due to various city department expansions. Exercising the contract extension options for another year ensures our ability to meet the expansion needs as well as maintain existing performance and modernization goals.

SmartWave has proven itself in deploying and managing over 200 access points (APs) in City of Berkeley buildings resulting in improved coverage and IT is very satisfied with the deployment, service and support SmartWave provides, and desires to continue using them.

An enterprise-quality Wi-Fi infrastructure aligns with the City's Strategic Plan Priority to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Overall cost-effectiveness of Wi-Fi is greater than hard-wired ethernet, as there is no need to fully wire a facility with ethernet cable (comprised of copper and other materials), so the deployment cost of Wi-Fi is significantly less than a hardwired office and inherently faster to deploy.

Because Wi-Fi is “radio” based, it has a broader reach within a facility than a hardwired option. Reconfiguration of office space will require less material and labor with Wi-Fi than a hardwired solution, thus reducing the carbon footprint and cost of ownership over a lifespan.

Finally, as the City deploys more advanced technologies, and with the increasing demand from the community, this project will assist in providing community access to Wi-Fi at all City locations. By providing remote access to data, operational efficiencies are increased for staff, and energy and global warming emissions are reduced by both staff and the community.

RATIONALE FOR RECOMMENDATION

Deploying and managing a city-wide Wi-Fi solution requires dedicated staff time, both for monitoring the “uptime” of the system as well as replacing failed hardware. With already over 200+ access points, IT does not have adequate staff to provide for a 99% uptime, let alone, an ability to deploy Wi-Fi throughout all city-wide facilities.

Engaging a vendor to provide a managed service is the logical solution. A vendor will be responsible for the initial deployment of hardware with IT supervision and leadership, management and upkeep of the network, and “truck runs” (service calls) for repair. This will make Wi-Fi throughout City facilities as ubiquitous as a telephone and will be an expected service that is available and “just works”.

The City of Berkeley has been, and continues to use a competitively bid, cooperative contract from the City of Tucson, AZ. The City of Tucson, AZ conducted a competitive Request for Proposal (RFP) process that solicited bids for a vendor to provide “Region-Wide Point to Point Wireless System for the Regional Transportation Data Network” and selected SmartWave Technologies LLC (Attachment 1, Contract 240021-01), which was awarded and accepted on May 10, 2024 with one-year options to extend on an annual basis.

SmartWave Technologies LLC has extensive experience providing Wi-Fi installation and maintenance services and has a demonstrated, proven track record of completing projects on time and on budget, in addition to having responsive customer service. They are currently contracted by many local municipalities, including Oakland, San Jose, Dublin and Pleasanton. Furthermore, the County of San Mateo, Daly City, San Leandro, Hayward, South San Francisco and Livermore are currently using this competitive bid contract from the City of Tucson, AZ.

ALTERNATIVE ACTIONS CONSIDERED

Staff considered completing these installation services internally, but due to the high volume of existing work, staff do not currently have the capacity or the expertise to perform such a high volume of Wi-Fi installations and ongoing maintenance at all City locations.

CONTACT PERSON
Kevin C. Fong, Director of Information Technology, (510) 981-6541

Attachments:

1: Resolution
2: Tucson Contract Signed 05/10/2024

RESOLUTION NO. ##,###-N.S.

COMPETITIVE BID CONTRACT – SMARTWAVE FOR CITY FACILITY MANAGED WI-FI

WHEREAS, the City continues to adopt a more mobile workforce, and the platforms the City Information Technology Department (IT) provides and supports are increasingly reliant on wireless technology, and

WHEREAS, IT contracts SmartWave Technologies LLC as the City's Wi-Fi service provider and implementer, and

WHEREAS, to meet increasing demand, IT has identified the need for additional wireless access points (APs) to improve coverage in existing buildings and new sites due to various city department expansions, and

WHEREAS, exercising the contract extension options for another year ensures our ability to meet the expansion needs as well as maintain existing performance and modernization goals, and

WHEREAS, having an enterprise quality Wi-Fi infrastructure is consistent with the City's Strategic Plan Priority to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities, and

WHEREAS, The City of Tucson conducted a competitive Request for Proposal (RFP) process that solicited bids for a vendor to provide "Region-Wide Point to Point Wireless System for the Regional Transportation Data Network" and selected SmartWave Technologies LLC, which was awarded and accepted on May 10, 2024 with one-year options to extend on an annual basis, and

WHEREAS, IT has been, and continues to use a competitively bid, cooperative contract from the City of Tucson, AZ for the same services, and

WHEREAS, the projected cost for Fiscal Years 2025-2026 is an additional $250,000 in total, which will be available in the Department of Technology's Cost Allocation fund (Fund #680) and planned spending in future years (FY) are subject to Council approval of the proposed city-wide budget and Annual Appropriation Ordinances,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to amend contract #32400104 with Smartwave Technologies LLC, for managed Wi-Fi, including cabling, increasing the amount by $250,000 for a total not-to-exceed amount of $620,000 from July 25, 2023 to June 30, 2026.

Restricted

Contract No. 240021-01

JOC for Design, Installation and Maintenance of Point-to-Point/ Point-to-Multipoint Wireless Backhaul

Table of Contents

1. Offer and Acceptance
2. SmartWAVE's Signed Letter of Concurrence
3. SmartWAVE's response to Intent to Negotiate
4. City's request for Intent to Negotiate
5. SmartWAVE's response to RFQ
6. Pricing
7. Insurance
8. RFQ# 240021

Restricted

1. Offer and Acceptance

Restricted

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendums in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

SmartWAVE Technologies LLC
Company Name

2662 Holcomb Bridge Rd, Suite 340
Address

Roswell GA 30022
City State Zip


Signature of Person Authorized to Sign

Printed Name: Al Brown

CEO
Title

For clarification of this offer, contact:

Al Brown
Name:

CEO
Title:

404-731-9580
Phone:

Fax:

E-mail: al.brown@smartwave.us

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 13th day of May 20 24

Regina Nassen for
As Tucson City Attorney and not personally

Awarded:

This 10th day of May 20 24


for
As Director of Business Services and not personally

Restricted

2. SmartWAVE's Signed Letter of Concurrence

Restricted

Casey Adams
Principal Contract Officer
(520) 837-4128
Casey.Adams@tucsonaz.gov

April 2, 2023,

sent via email this day to: al.brown@smartwave.us

Al Brown
CEO
SmartWAVE Technologies, LLC.
2662 Holcomb Bridge Rd. Suite 340
Roswell, GA 30022

Subject: RFQ No. 240021 - JOC for Design, Installation and Maintenance of Point-to-Point/Point-to-Multipoint Wireless Backhaul

Dear Al,

This letter serves as a request for concurrence that the attached documentation is agreed upon for the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, Smartwave must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and SmartWAVE regarding Request for Qualifications No. 240021 and is reflected in the following documents:

1. City of Tucson's Intent to Negotiate Letter dated February 14, 2024 (1 page).
2. The Contract consists of the following documents which are listed in order of precedence:
    a. Exhibit A - Pricing for 240021 (4 pages)
    b. Original response to RFQ 240021 submitted by SmartWAVE Technologies, LLC.

Please submit a written response providing your firm's concurrence at your earliest convenience via email to me at casey.adams@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4128.

CITY OF TUCSON:

Authorized Signature Date

Printed Name

SmartWAVE Technologies, LLC:

4/02/2024
Authorized Signature Date

Al Brown - CEO
Printed Name

c File 240021

Restricted

3. SmartWAVE's response to Intent to Negotiate

Restricted

4. City's request for Intent to Negotiate

Restricted

Casey Adams
Senior Contract Officer
(520) 837-4128
Casey.Adams@tucsonaz.gov

February 14, 2024

Sent this day via email: al.brown@smartwave.us

Al Brown
CEO
SmartWAVE Technologies, LLC
2662 Holcomb Bridge Rd., Suite 340
Roswell, GA 30022

RE: Intent to Negotiate RFQ #240021
JOC for Design, Installation and Maintenance of Point-to-Point/Point-to-Multipoint Wireless Backhaul

Congratulations! The City of Tucson has completed the scoring for the above referenced solicitation and is pleased to invite your firm to enter into contract negotiations. All terms and conditions in the solicitation will become the terms and conditions of the contract.

Please provide your pricing pertaining to this RFQ. This pricing will be used under this contract.

In addition to a complete pricing breakdown, the City is requesting:

- One price for both licensed and unlicensed link support.
  - The City has our own frequency protection service that handles PCN responses for our FCC licenses.
- Pricing for 24/7 support for critical links.
- Fixed equipment and labor prices.

The Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship with the City. In the event that the City is not able to negotiate a satisfactory contract with your firm, the City will terminate negotiations.

Please submit pricing via email to casey.adams@tucsonaz.gov by **February 21, 2023.**

Please feel free to contact me if you have any questions.

Sincerely,

Casey Adams
Senior Contract Officer

Restricted

5. SmartWAVE's response to RFQ

Restricted

CITY OF TUCSON

JOC FOR DESIGN, INSTALLATION AND MAINTENANCE OF POINT-TO-POINT/POINT-TO-MULTIPOINT WIRELESS BACKHAUL

Bid Number: 240021

TECHNICAL PROPOSAL
STATEMENT OF QUALIFICATIONS

SmartWAVE Technologies
Enabling the Wireless Generation...

SmartWAVE Technologies LLC
2662 Holcomb Bridge Rd, Suite 340
Alpharetta, GA 30022

November 14, 2023

SmartWAVE Technologies
Enabling the Wireless Generation...

Restriction on Disclosure and Use of Data (None)

By accepting this document, Client agrees to use such materials and information solely for the purpose of evaluation. No information within this response is marked confidential or proprietary per the Bid document, but we do request notification in the event our response is requested by personnel or companies that are not employed by the City or part of the evaluation process.

Contact Information:

Al Brown - CEO

SmartWave Technologies LLC
2662 Holcomb Bridge Rd, Suite 340
Alpharetta, GA 30022
404-731-9580
al.brown@smartwave.us

Catch the *WAVE*!



SmartWAVE Technologies
Enabling the Wireless Generation...

Table of Contents

A – QUALIFICATIONS AND EXPERIENCE OF THE FIRM 4

A.1 - PRIOR EXPERIENCE 4
A.2 - REFERENCES FOR SIMILAR PROJECTS 5

B – EXPERIENCE AND QUALIFICATIONS OF THE TEAM 7

B.1 - RESOURCE OVERVIEW 7
B.2 - PROJECT ORGANIZATIONAL CHART 10
B.3 – CERTIFICATIONS 10

C – METHOD OF APPROACH AND AVAILABLE RESOURCES TO COMPLETE WORK 13

C.1 - SMARTWAVE METHODOLOGY 13
C.2 - EXPEDITED PROCESS 16
C.3 - STATEMENT OF WORK 16
C.4 – QUALITY ASSURANCE/QUALITY CONTROL 18
C.5 – BONDING 19
C.6 – TRAINING AND SAFETY 19
C.7 – TOOLS (HARDWARE AND SOFTWARE) 20

D – SUBCONTRACTOR SELECTION PLAN 21

E – PRODUCTS PROPOSED 23

F – PRICING 24

F.1 – MENU OF PRICING 24
F.2 – COOPERATIVE AGREEMENT 25

A – QUALIFICATIONS AND EXPERIENCE OF THE FIRM

A.1 - Prior Experience

SmartWAVE has been providing similar services to Municipal Governments since our founding in 2007. A sample of Smart Cities where we have provided similar wireless network design, installation and managed services:

- Tucson AZ
- Pima County AZ
- Golder Ranch Fire Dept AZ
- Northwest Fire Dept AZ
- Avra Valley Fire Dept AZ
- Three Points Fire Dept AZ
- Marana AZ
- Oro Valley AZ
- Mesa AZ
- Casa Grande AZ
- Phoenix AZ
- Santa Monica CA
- San Jose CA
- San Leandro CA
- San Mateo County CA
- Mountain View CA
- Los Angeles CA
- Omaha NE
- Lincoln NE
- Council Bluffs IA
- Atlanta GA
- McDonough GA
- Roswell GA

A.2 - References for Similar Projects

The following references include Community WiFi Networks using Ruckus Mesh WiFi products for public WiFi access similar to those requested for this initiative.

Reference #1:	Wireless Network Services		
Owner:	City of Tucson		
Contact Name:	Francisco Leyva, Traffic Engineering, City of Tucson		
Contact Phone #:	520-837-6672	E-mail:	francisco.leyva@tucsonaz.gov
Project Overview:	Planning, design, installation and post installation support for the City's wireless infrastructure supporting the Intelligent Traffic Control Network. These services have been provided since 2007 and include a variety of wireless technologies to include Mesh WiFi, WiMAX, Licensed and Unlicensed Microwave PTP Links and Wireless PTMP Technologies. These technologies have also been deployed to support other city services to include Police, Fire and Information Technology departments. All projects have been completed on time and within budget.		
Reference #2:	Wireless Network Services		
Owner:	City of San Jose		
Contact Name:	Ed Kim, Deputy CIO, City of San Jose		
Contact Phone #:	408-793-6873	E-mail:	ed.kim@sanjoseca.gov
Project Overview:	Planning, design, installation and post installation support for all of the City's wireless infrastructure, including Community Wireless Broadband Networks, the San Jose Airport and the Convention Center. Wireless infrastructure includes all City owned facilities to include 60 Community Centers, City Hall, Public Works, Waste Water Treatment Plant, Police facilities, Fire facilities and all other city buildings. Wireless technologies include Siklu mmWave, Cambium mmWave, Ruckus WiFi, Mimosa Point to Multipoint, and Mimosa and SIAE Licensed and Unlicensed Microwave. The networks serve		

over 500,000+ unique clients per month. All projects have been completed on time and within budget.

Reference #3: Wireless Network Services

Owner: County of San Mateo

Contact Phone #: 510-813-8303 E-mail: Bennylee.fon@gmail.com

Contact Name: Benny Lee, Project Manager, County of San Mateo

Project Overview: Planning, design, installation and post installation support for the County's Community WiFi Initiative. SmartWAVE has provided these services since 2014, implementing a number of rural communities in the County, Community Centers, Parks and other public locations. Wireless projects have included indoor and outdoor WiFi solutions, Point to Point solutions and Point to Multipoint solutions. All projects have been completed on time and within budget. SmartWAVE uses subcontractors Layer 1 Networks for low voltage cabling work and Rosendin Electric for electrical remediation work as needed to support the projects.

B – EXPERIENCE AND QUALIFICATIONS OF THE TEAM

B.1 - Resource Overview

SmartWAVE is assigning personnel offering unmatched experience and skills for designing, deploying and supporting wireless networks at key positions in Executive Management, Project Management, RF Engineering and Network Engineering. The resources assigned are a proven team in deploying award winning networks to include a number of municipal deployments similar to this one. No other firm responding can claim the success that SmartWAVE has demonstrated.

Project Team Resume

Project Executive - Al Brown

Al is President and CEO of SmartWAVE. In this role, he leads the company's growth, business strategy and position as an emerging market leader in providing innovative wireless networks and solutions. His responsibilities include P&L reviews, development of cost models, business plans and term sheets, identification of skill sets, and recruitment and management of team members. He is also responsible for leading negotiations for credit lines and facilities with distributors, manufacturers and financial institutions to support growth of SmartWAVE and their markets.

Al has been published in trade magazines regarding the deployment of wireless networking architectures. Mr. Brown has also given a number of presentations on wireless technologies and deployments and is often asked to participate in wireless workshops with local government entities.

Al's experience in providing Community Network Access solutions include the Council Bluffs BLINK Community Network, the Eastside Union High School District Community Network with the City of San Jose, the Wickedly Fast WiFi in San Jose, along with hundreds of other public access network deployment for cities in the Bay Area and across the United States to include for the City of Mountain View, San Mateo County, City of Los Angeles, City of Tucson, Santa Monica and a host of other cities.

Al has been with SmartWAVE since March of 2007 and engaged in the wireless industry since 1997. Previous corporate experience includes SmartWAVE, EDS and IBM Global Services. He received a Bachelor of Science in Mathematical Sciences from Clemson University. Mr. Brown was also a graduate of the EDS Systems Engineering Development program and the Executive Consulting Institute at IBM Global Services.

Project Manager – Josh Kehl

Josh is the Arizona Operations Manager for SmartWAVE Technologies where he provides the coordination, tasks management, and communications in the design and deployment of modern wireless networks and applications. Josh is a "working" Manager where he participates in deployment tasks to include Tower climbs, in addition to field engineering and project management services. Josh has been serving the Tucson and Arizona markets for over 20 years in various capacities and with various organizations. Josh is well-versed on a variety of Project Techniques and tools. His methodical approach to project deployments provides for project controls meeting or exceeding customer expectations, with a focus on financial and quality controls. His communication skills are spectacular and provide for granular communication for tasks planned, tasks completed, items for management attention, and items for management action. His commitment to success of the team will ensure this project is destined for success.

Josh has been a part of the SmartWAVE team since 2021 where he has been supporting the City of Tucson on all SmartWAVE contractual obligations. Josh is familiar with and certified on a variety of wireless network products to include Ruckus, Tarana, Siklu, Cisco, Ceragon, SIAE, Mimosa and others. Since his employment with SmartWAVE, he has lead the efforts to deploy numerous PTP and PTMP networks for the City and surrounding agencies to include Oro Valley, Pima County, Golder Ranch Fire Department, Casa Grande, Sedona and Mesa.

Project Engineer - Walter Orell

Walter is a Senior Network Engineer involved in many of the higher profile wireless opportunities that SmartWAVE is involved in. Walter has been working with the City of Tucson since 2005 on various wireless initiatives and is extremely familiar with the City's network infrastructure and resources. Recent projects experiences (over the past 12 months) include network engineering and design work for the Council Bluffs BLINK Community Network, the ESUHSD James Lick and ESUHSD Overfelt Community Networks with the City of San Jose, County of San Mateo public WiFi initiatives, and the Austin Police Department Wireless Video offload project, along with network engineering and design work for the City of Mountain View, City of San Leandro, City of Richmond (CA), City of Los Angeles, City of Tucson, City of Santa Monica and a host of other cities. Past experience includes being the Project Engineer for the BLINK Community Network in Council Bluffs and ESUHSD Community Network in San Jose, Lead Network Engineer for the Pima County Video Network, Lead Network Engineer for the Google Mesh Network in Mountain View, and support for a variety of other

Mesh, Point to Multipoint, and Point to Point wireless networks that SmartWAVE has deployed. He has worked with and supported a variety of municipal applications within these projects to include Transportation, Police, Fire and Information Services.

Walter is Ruckus WISE Certified, and also certified on a variety of wireless technologies including Tarana, Siklu, Ruckus, Mimosa, Ubiquiti, Cambium, Tropos, Cisco and Meraki. Walter holds a Cisco CCNA certification and has experience configuring, auditing Cisco WiSM and WCS Controllers, along with Routers, switches and other peripheral devices. He is also trained on a variety of Video Surveillance platforms.

Senior RF Engineer – Nikolay Yumatov

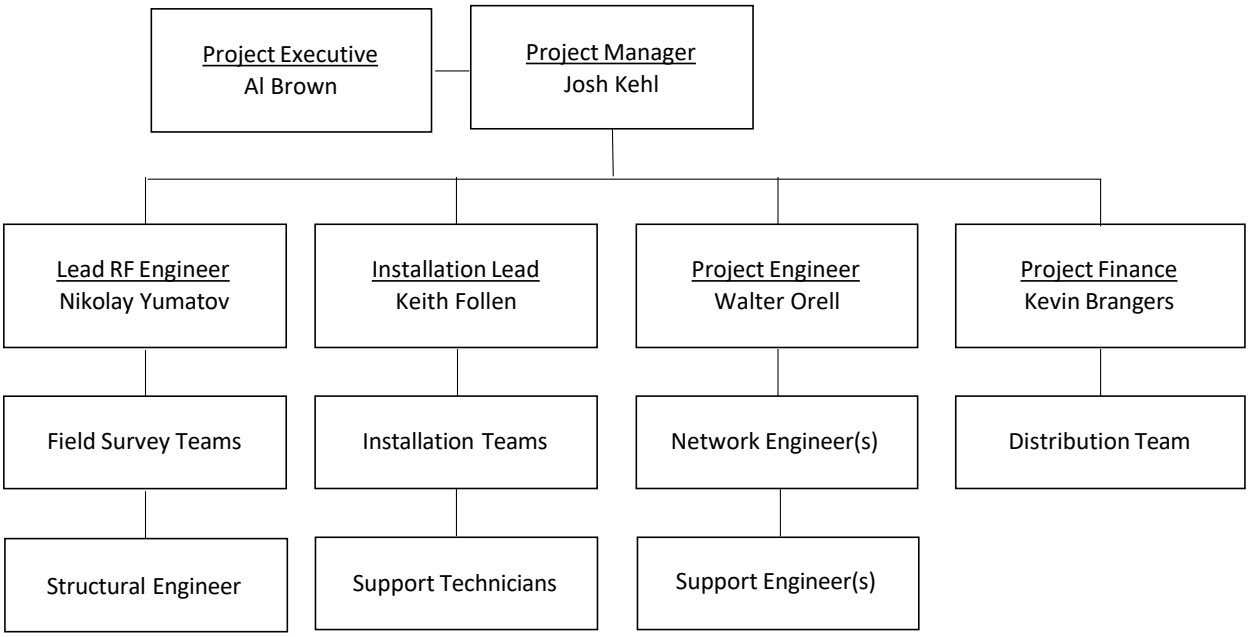
Nikolay is a Senior RF Engineer involved in many of the higher profile wireless opportunities that SmartWAVE is involved in. Recent projects experiences (over the past 12 months) include propagation modeling and design work for ESUHSD James Lick and ESUHSD Overfelt Community WiFi networks in San Jose, the Council Bluffs BLINK Community Network, the Atlanta Police Department wireless video network in downtown Atlanta, along with modeling and design work for the City of Mountain View, San Mateo County, City of Los Angeles, City of Tucson, City of Hayward, City of Bristol VA, and City of Austin. Past experience includes being Lead RF Engineer for the Council Bluffs BLINK Community Network, the Eastside Union High School District Community Networks with the City of San Jose, and Wickedly Fast WiFi network in San Jose, performing an RF Feasibility study for a wireless mesh network for Microsoft, Lead RF Engineer for the Google Mesh Network in Mountain View, and various network modeling and RF design work for other municipal entities. Nikolay is experienced with Mesh, Point to Multipoint, and Point to Point technologies. He is well versed on a number of engineering tools and propagation software tools and is often the “preferred” request by our clients requiring complex wireless network design, such as Cisco Professional Services. He has worked with and supported a variety of municipal applications within these projects to include Transportation, Police, Fire and Information Services.

Nikolay is experienced with a variety of RF Tools including Sunset T10, Sunset E20, AM8e, FIREBERD 6000, Oscilloscopes, Agilent HP 8563e Spectrum Analyzer, Anritsu MS2721a Spectrum Analyzer, AirMagnet Mobile Suite, VSWR meter, RF power meter, TV vector scope, PAL\SECAM signal generator. He is also proficient in the following software required for Network Architecture services: EDX SignalPro 6.2, PathLoss 4, Motorola LAN planer, Motorola MESH planer, MapInfo Professional 8.5, ArcGIS 9.1 , Adobe Photoshop CS2, AutoCAD2007, Globalmapper 9, SATmaster PRO MK 6.5, Intelsat LST 5, MathCAD 14, MS Visio, LabView, , MS Word, MS Excel, MS Access, MS

Outlook. Google SketchUp , Google Earth Pro. Mr. Yumatov graduated with Honors with a MSEE from Penza State University in Penza, Russia.

B.2 - Project Organizational Chart

The staffing approach recognizes the need for coordination and continuity, combined with the need for unique project planning and technical design skills. We believe the proposed resources will provide the project guidance necessary and create a smooth transition through various project milestones and tasks as required.



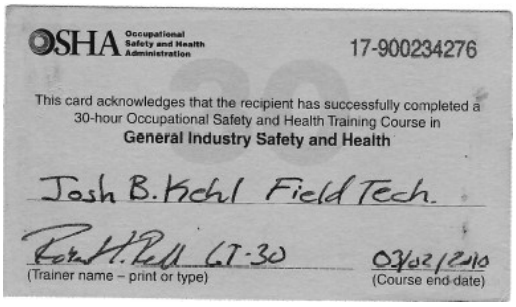
B.3 – Certifications

Comtrain – Tower Safety



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OSHA - Work Safety


OSHA Occupational Safety and Health Administration

17-900234276

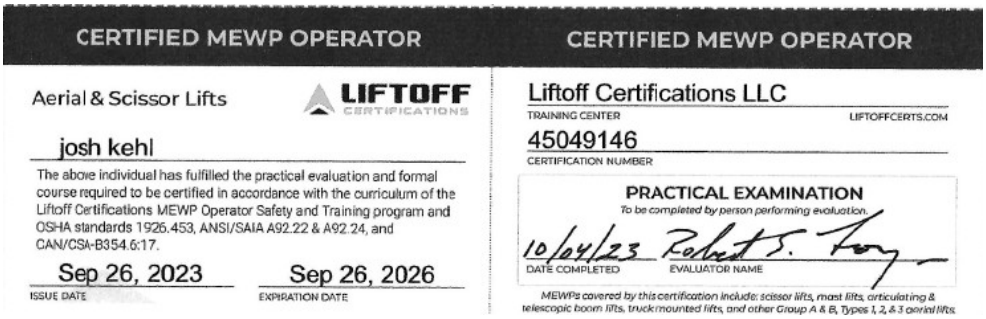
This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
General Industry Safety and Health

Josh B. Kehl Field Tech.

Robert H. Bell CT-30
(Trainer name – print or type)

03/02/2010
(Course end date)

Lift and Bucket Truck – Aerial Operations


CERTIFIED MEWP OPERATOR

Aerial & Scissor Lifts

LIFTOFF CERTIFICATIONS

josh kehl

The above individual has fulfilled the practical evaluation and formal course required to be certified in accordance with the curriculum of the Liftoff Certifications MEWP Operator Safety and Training program and OSHA standards 1926.453, ANSI/SAIA A92.22 & A92.24, and CAN/CSA-B354.6:17.

Sep 26, 2023
ISSUE DATE

Sep 26, 2026
EXPIRATION DATE

CERTIFIED MEWP OPERATOR

Liftoff Certifications LLC
TRAINING CENTER

LIFTOFFCERTS.COM

45049146
CERTIFICATION NUMBER

PRACTICAL EXAMINATION
To be completed by person performing evaluation.

10/04/23
DATE COMPLETED

Robert S. Fry
EVALUATOR NAME

MEWPs covered by this certification include: scissor lifts, mast lifts, articulating & telescopic boom lifts, truck mounted lifts, and other Group A & B, Types 1, 2, & 3 aerial lifts.


Altec Sentry

Certificate of Training Completion

This document acknowledges that

Dimi Atniel

has been recognized for successful completion of

Insulating Aerial Device Operator Safety Training

To complete ANSI Familiarization Training and General Training requirements, the trainee must also achieve proficiency in actual operation of the device. Where authorized by the user, a qualified person may self-familiarize on the device after completing all other Familiarization training items.

General Training Classroom Instruction Date: 10/11/2022
Hands-On Proficiency Achievement Date: 10/11/2022
Model Used for Hands-On Proficiency: A740-G

General Training Classroom Instructor: Mike Gilley
Hands-On Proficiency Evaluator: Mike Gilley

Certificate Number
94094319

Mike Gilley
Trainer

Supervisor/Manager

CWNA – Wireless Expertise


CWNP

hereby confers upon

Walter Orell

the designation

Certified Wireless Network Administrator

in recognition of having successfully completed the requirements for that designation

This certificate is valid until

Tom Coyne

CWNA Certified Wireless Network Administrator


CWNP

hereby confers upon

Scott Babel

the designation

Certified Wireless Network Administrator

in recognition of having successfully completed the requirements for that designation

This certificate is valid until

27 Sep 2025

Sean Stallings
President

CWNA Certified Wireless Network Administrator

SmartWAVE Technologies
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Tucson Business License – T3002925

CITY OF TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

SMARTWAVE TECHNOLOGIES LLC
1016 E PENNSYLVANIA ST STE 303
TUCSON, AZ 85714

License Number: T3002925
Issue Date: December 16, 2022
Expiration Date: December 31, 2023

Owner:
SMARTWAVE TECHNOLOGIES LLC

This license/permit is non-transferable and must be posted in a conspicuous place at the business location.

Doing Business As:
SMARTWAVE TECHNOLOGIES LLC

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2023
Expiration Date: December 31, 2023

CITY OF TUCSON

Non-Transferable

T3002925

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: SMARTWAVE TECHNOLOGIES LLC

Located At: 2662 HOLCOMB BRIDGE RD ALPHARETTA, GA 30022

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

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C – METHOD OF APPROACH AND AVAILABLE RESOURCES TO COMPLETE WORK

C.1 - SmartWAVE Methodology

SmartWAVE takes a methodical approach in designing wireless network infrastructures. This section provides an overview of the Statement of Work necessary to successfully complete this project.

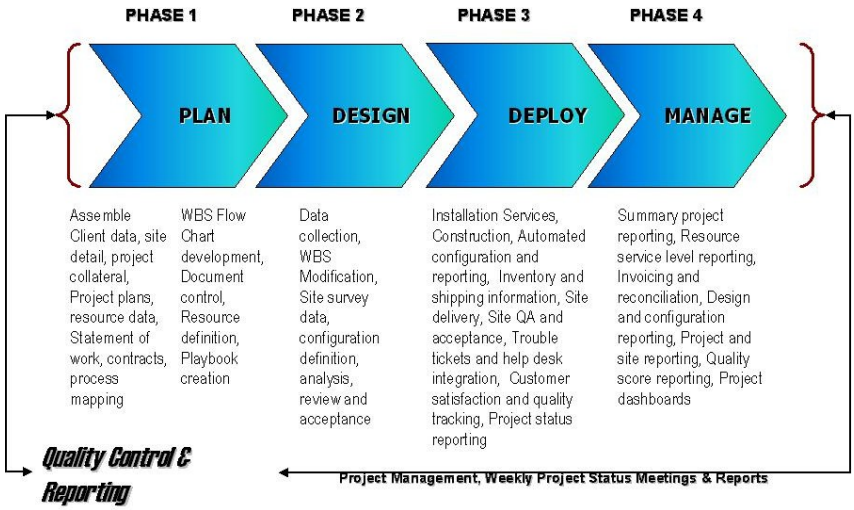


Figure 1. SmartWAVE Methodology

Network Planning Phase

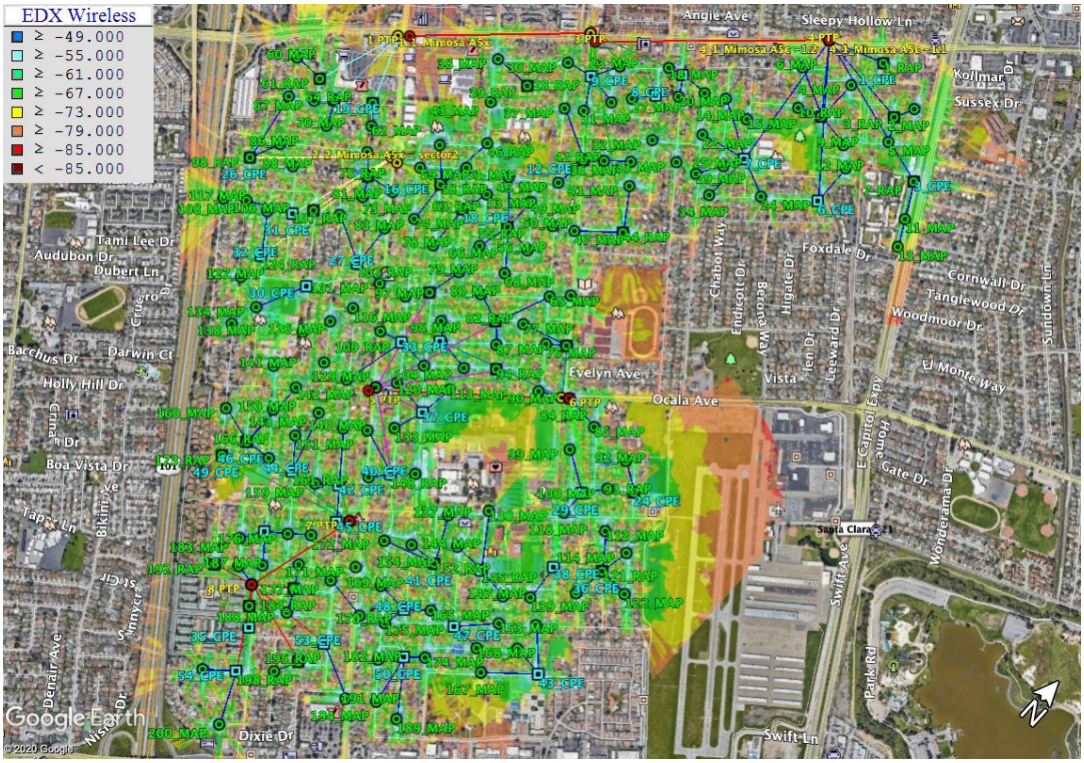
The purpose of this phase is to better understand the area, requirements, and determine the components and architecture of the network. Based on boundaries, general coverage and capacity requirements, redundancy requirements, device type, fiber location information, and any other asset agreements provided by customer, SmartWAVE will perform the following work:

- Gather Building, GIS and land use data and generate estimated number of nodes based on provided information and general area types
- Cut Clutter to depict RF Environment obstacles for outdoor radio locations
- Utilize tools-based software analysis to identify:
  - Potential issues with Backhaul/Capacity Injection
  - Topology, trees, and building/housing coverage issues
  - Potential mounting assets required to meet general coverage area requirements

- Potential access coverage/exclusion area issues

- Create a preliminary high level design document containing:
  - Network requirements
  - AP estimates from Land use and general drive area
  - Preliminary BOM for materials required
  - Radio and antenna mounting recommendations
- Provide predictive model for coverage, identifying ingress/egress points, and exclusion areas

Network Design Phase



NOTE: The above is the propagation model for the ESUSHD Overfelt Community WiFi network consisting of 200 Mesh WiFi Access Points.

The purpose of this phase is to validate the network architecture developed during the Planning Phase and collect data regarding mounting assets and locations. During this stage, SmartWAVE will perform the following work:

- Perform requested site surveys to validate selection of mounting assets, and issues with assets (e.g. power), no assets available, and interference problems.

- Conduct basic analysis of access coverage, backhaul/capacity links, redundancy, and hop counts
- Identify and document mounting solutions at each surveyed location
- Conduct an RF sweep at each AP location
- Conduct an RF drive sweep of the coverage area

Design Phase Deliverables

Upon completion of the Wireless Network Planning and Design Phases, SmartWAVE will provide the necessary documentation required to begin the configuration, commissioning and deployment of the network. Deliverables will include the following:

- Create Survey and Design Document
- Create updated BOM and Cost Estimate for Implementation
- Identify Customer Network Requirements
- Define basic network configurations for nodes plus identify any site/node specific parameters
- Create configuration spreadsheet with design information
- Conduct as-needed design review meetings and provide document updates as needed

Installation Phase

Upon completion of review of the design phase, SmartWAVE will work with the Client to deploy the wireless network. During this phase, SmartWAVE will provide the following services:



- Configure and test Management Platform
- Configure and test all wired and wireless radio equipment included in the bill of materials
- Install all mounting hardware for radio equipment
- Install and align all directional antennas
- Install grounding wire, surge protection and weatherproof all connectors on outdoor radio equipment with external antennas
- Move wireless equipment to production

- Perform post installation point coverage test using AirMagnet or similar software for radio service areas
- Document the final implementation

Installation Phase Deliverables

- As-built documentation of installed network to include all outdoor wireless radio equipment
- As-built design document to include heat map of final installation
- Provide an AP Inventory to include Serial Numbers and MAC Addresses
- Develop operational turnover documentation to transition the installed network to Maintenance and Support

C.2 - Expedited Process

SmartWAVE can easily accelerate the project through additional of installation resources. Because our methodology establishes "toll gates" through the process, we can "stair step" the implementation process to perform multiple projects in an expedited fashion. An example of the "stair step" approach is as follows:

Project 1	Propagation Modeling	Field Surveys	Installation	Testing		
Project 2		Propagation Modeling	Field Surveys	Installation	Testing	
Project 3			Propagation Modeling	Field Surveys	Installation	Testing

C.3 - Statement of Work

SmartWAVE has reviewed and will provide the services as listed in RFP pages 5-6. Sample work products are uploaded to the procurement site as separate files.

Required Services

SmartWAVE will provide complete end-to-end point-to-point or point-to-multipoint wireless solutions which may require the following:

- Site surveys and field investigation to verify installation requirements and path obstructions/line-of-site.
- Survey reports which may include path maps, terrain profiles, link budgets, antenna heights, path reliability calculations, etc.

- Design drawings which may include installation diagrams, tower elevations, equipment specifications, etc.
- Record drawings ("as-builts") following a final inspection and resolution of any punch list items.
- Installation, including masts, mounts, ballast blocks, grounding and lightning protection, conduit and roof support blocks for conduit, hardware, network and fiber cable, etc.
- Installation of monopoles or free-standing towers, including foundations and any required permits.
- Tower climbing and the use of aerial lifts.
- Remote monitoring. City of Tucson will support remote connectivity to individual IP addresses by VPN.
- Filing for FCC licensing, under City of Tucson's FRN, if applicable.

Equipment Requirements

- SmartWAVE is proposing a variety of wireless equipment options to provide appropriate and cost-effective solutions for differing requirements (path distance, licensed or unlicensed, bandwidths of 100 Mbps to >1 Gbps, reliability).
- All Equipment proposed will support out of band network management.

Maintenance and Support

- SmartWAVE will include a minimum of a one-year full warranty for any newly installed link.
- All warranty items, issues, and concerns shall be resolved at no charge to the City of Tucson.
- This shall include, but not limited to, parts, freight, travel, labor, etc.
- SmartWAVE is including an option to renew maintenance services for all active links on an annual basis in the pricing section of this response.
- Maintenance fees are not expected to include equipment spares/replacement costs.
- Warranty all parts and services provided by any subcontractor as if supplied by the bidder.

- All equipment furnished under the scope of this contract shall be new, current technology, and not approaching end-of-life. Equipment shall be a standard product of the manufacturer of the component to be furnished.
- Provide standard maintenance services from 8 AM to 4 PM Mountain Standard Time, Monday through Friday (excluding City of Tucson holidays), with a response time of 4 business hours and a restoration time of 24 hours.
- Provide an option for 24/7/365 maintenance services on select critical links, with a response time of 2 hours and a restoration time of 6 hours.
- Maintain a local supply of critical equipment spares.
- SmartWAVE is providing a pricing page as a separate attachment with this response, that will cover the products and services related to this proposal.

C.4 – Quality Assurance/Quality Control

The SmartWAVE Methodology leads to enhancements in our quality control process. We use a “toll-gate” approach where we do not move from one phase to the next until all tasks are completed as required. We provide this methodology in Section C.1, but the following diagram shows all phases as a single page, along with those tasks in each phase that represent the greatest risk to project budgets and timelines, noted in “red”:

Planning Phase

- Understand Application Requirements and Goals
- Define Capacity Required and Coverage Area Served
- Collect and Review Mounting Asset Information
- Define Security Requirements
- Define Maintenance, Support, and Management
- Define Service Levels
- Develop Preliminary Coverage Map
- Develop Preliminary Network Architecture

Design Phase

- Site Survey for Construction
- Spectrum Analysis/Model Calibration
- Circuit Calculations, Structural Analysis, and Traffic Control
- Finalize Logical Network Architecture
- Finalize Backhaul and Radio Placement
- Traffic Control Plans
- Permit Approvals
- Finalize BoM and Implementation Costs

Implementation Phase

- Materials Procurement and Logistics
- Equipment Burn-in and Configuration
- Electrical Remediation
- Fiber or Backhaul Construction
- Antenna Mount Construction
- Equipment Installation
- Drive Testing / System Acceptance

Management Phase

- Network Monitoring / Network Optimization
- Network Maintenance Services
- FCC PCN Filing Management
- Technician Dispatch/Truck Roll/Tower Climbs
- Help Desk and Trouble Ticketing
- Reporting for Data Analytics
- Network Refresh/Upgrade

*Items highlighted in red have greatest impact to budget and/or timeline in this phase

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C.5 – Bonding

SmartWAVE is fully capable of bonding any project for Tucson requiring performance and payment bonds. If required for a project, SmartWAVE will list the cost of the Bond as a separate line item so the City can determine whether the additional expense is required based on the risks associated with the project.

SmartWAVE has previously bonded projects in excess of $3M in Tucson, and in excess of $10M in other markets. The costs of the bond will vary slightly based on contract terms, but is typically 1-2% above the Libor rate.

C.6 – Training and Safety

SmartWAVE believes in a “safety first” approach in all field exercises to include such activities as electrical work, installation in the right of way, and tower climbing.

The SmartWAVE Work Safety Policy is comprised 7 categories of focus:

MANAGEMENT LEADERSHIP	• Top management demonstrates its commitment to eliminating hazards and to continuously improving workplace safety and health, communicates that commitment to workers, and sets program expectations and responsibilities. • Managers at all levels make safety and health a core organizational value, establish safety and health goals and objectives, provide adequate resources and support for the program, and set a good example.
WORKER PARTICIPATION	• Workers and their representatives are involved in all aspects of the program—including setting goals, identifying and reporting hazards, investigating incidents, and tracking progress. • All workers, including contractors and temporary workers, understand their roles and responsibilities under the program and what they need to do to effectively carry them out. • Workers are encouraged and have means to communicate openly with management and to report safety and health concerns or suggest improvements, without fear of retaliation. • Any potential barriers or obstacles to worker participation in the program (for example, language, lack of information, or disincentives) are removed or addressed.
HAZARD IDENTIFICATION AND ASSESSMENT	• Procedures are put in place to continually identify workplace hazards and evaluate risks. • Safety and health hazards from routine, nonroutine, and emergency situations are identified and assessed. • An initial assessment of existing hazards, exposures, and control measures is followed by periodic inspections and reassessments, to identify new hazards. • Any incidents are investigated with the goal of identifying the root causes. • Identified hazards are prioritized for control.
HAZARD PREVENTION AND CONTROL	• Employers and workers cooperate to identify and select methods for eliminating, preventing, or controlling workplace hazards. • Controls are selected according to a hierarchy that uses engineering solutions first, followed by safe work practices, administrative controls, and finally personal protective equipment (PPE). • A plan is developed that ensures controls are implemented, interim protection is provided, progress is tracked, and the effectiveness of controls is verified.
EDUCATION AND TRAINING	• All workers are trained to understand how the program works and how to carry out the responsibilities assigned to them under the program. • Employers, managers, and supervisors receive training on safety concepts and their responsibility for protecting workers' rights and responding to workers' reports and concerns. • All workers are trained to recognize workplace hazards and to understand the control measures that have been implemented.
PROGRAM EVALUATION AND IMPROVEMENT	• Control measures are periodically evaluated for effectiveness. • Processes are established to monitor program performance, verify program implementation, and identify program shortcomings and opportunities for improvement. • Necessary actions are taken to improve the program and overall safety and health performance.
COMMUNICATION AND COORDINATION FOR EMPLOYERS ON MULTIEMPLOYER WORKSITES	• General contractors, contractors, and staffing agencies commit to providing the same level of safety and health protection to all employees. • General contractors, contractors, subcontractors, and staffing agencies communicate the hazards present at the worksite and the hazards that work of contract workers may create on site. • General contractors establish specifications and qualifications for contractors and staffing agencies. • Prior to beginning work, general contractors, contractors, and staffing agencies coordinate on work planning and scheduling to identify and resolve any conflicts that could impact safety or health.

SmartWAVE requires all Tower climbers to receive certification from Comtrain for Tower Safety Climbing.

SmartWAVE drivers attend the Altec Aerial Device Operator Safety Training.

SmartWAVE Lift operators attend classes provided by Liftoff.

C.7 – Tools (Hardware and Software)

SmartWAVE uses a variety of tools in providing design, installation and support services for outdoor wireless networks. The list of tools include, but are not limited to, the following items:

- Bucket Truck (with Insulated Bucket)
- Outdoor modeling tools to include EDX Pro, Global Mapper, and Google Network Planner
- Testing tools to include Fluke, Airmagnet and Anritsu
- Sunsight Antenna Alignment Tool
- Safety Climb Gear to include harnesses and pulleys

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D – SUBCONTRACTOR SELECTION PLAN

SmartWAVE plans to self-fulfill the majority of tasks required to provide the services requested. Resource Availability is not an issue at this time.

Although Resource Availability is not an issue at this time, if that changes and we do need to subcontract services for specific trade disciplines required, we will select subcontractors based on the following criteria:

1. Safety Procedures

Safety is always a top priority when it comes to subcontractor selection, especially when it involves tower construction or electrical work. This being so, SmartWAVE requires subcontractors to provide their safety policies and procedures for review. We review the plan to insure it provides a clear understanding of the company's processes for identifying workplace hazards, correcting unsafe conditions, establishing safety training programs, and establishing environments where safety issues can be expressed without concern.

As we continue the qualification of subcontractors, we assess their Experience Modification Rates, OSHA recordable incidents, and time loss due to accidents.

2. Project and Financial References

SmartWAVE requests a minimum of three references for similar work in the trades required. We also request credit references to insure the company if financially solvent.

3. Adequate Staffing and Manpower

SmartWAVE requests a manpower loading schedule for jobs that extend over longer periods of time.

4. Adequate Equipment

SmartWAVE requests all subcontractors to provide detailed confirmation of their ability to provide the necessary hardware, software, testing and/or commercial construction equipment required for the tasks to be assigned. The items provided by the subcontractor must meet all of our standards and are readily available for the project assignment. If heavy equipment is required, it should be maintained in working order for safety purposes, and any costs associated with equipment, should include fuel,

shipping and or other items as required so there are no surprises with respect to project costs and availability.

5. Price

Price is obviously always going to be an important factor when choosing a subcontractor. We know to be competitive, general contractors need subcontractors that can deliver results at a competitive price. However, choosing a subcontractor solely based on price can really expose us to a lot of risk. If a subcontractor has a poor safety record, limited experience, or a track record of delivering second rate work, it can not only lead to expensive problems down the line, but it can also damage our reputation. While price is important, paying fair market value is essential for hiring a subcontractor that can get the job done right.

6. Communication

Working with a subcontractor that is transparent and accessible is absolutely key to commercial construction project success. A good subcontractor will set expectations upfront around communication and will be easy to track down. Our subcontractors are an extension of our team, so our communication lead is there when needed. We also ensure our subcontractor isn't juggling too many commercial construction projects at once, and that they have the bandwidth to give our project the attention needed.

7. Double Check Licenses And Insurance

Prior to making a final decision, we double check the prospective subcontractor's applicable licenses are up to date and that they possess the right credentials, training, and certifications necessary for your commercial construction project. Even though our insurance policies cover subcontractors, we request they have general liability and workers compensation policies.

SmartWAVE Technologies
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E – PRODUCTS PROPOSED

SmartWAVE is proposing a variety of products to support the varying needs by the City of Tucson. All of the products listed are included in the Menu of Pricing provided in Section F of this response:

Tarana Wireless – High Bandwidth PTMP Product offering using Massive MIMO Antennas and Noise Cancelling technologies to provide up to 800Mbps to each subscriber and extended range of up to 10 miles, operating in the 5GHz or 3.5GHz spectrum.

Siklu – High Bandwidth PTP and PTMP product lines using Millimeter Wave and Terragraph Technologies to offer multi-gigabit fixed wireless connectivity using the 60GHz and 80GHz spectrum.

SIAE – Multi-gigabit Licensed PTP Microwave product portfolio offering solutions in the 6GHz, 11GHz, 18GHz and other licensed spectrums. Products include single radio architectures or split systems.

Ruckus – WiFi Mesh technology with extensive portfolio for indoor and outdoor applications, and a variety of control features that could operate as an appliance or in the Cloud. Proprietary Beamflex technology in concert with an antenna array provide for high capacity and low noise at the client receive end, providing for a great WiFi experience.

Mimosa – WiFi based cost effective PTP and PTMP solution offering speeds up to 1Gbps with products in the 24GHz and 5GHz spectrum.

Inscape Data – Ruggedized and outdoor switching and POE solutions offering speeds up to 10Gbps and POE capabilities up to 90W.

Product Data Sheets are attached separately.

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F – PRICING

F.1 – Menu of Pricing

No		Product Description	Material	Labor	Total Unit Price	Pricing Notes
		PTMP Unit Pricing				
1		Terragraph 60GHz Distribution Node Installed	$ 2,900.00	$ 2,575.00	$ 5,475.00	Includes Terragraph Distribution Node, Mounting Bracket, Outdoor Rated POE Switch, Photocell Power Cable, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
2		Terragraph 60GHz Client Node (1Gbps) - Installed on a Street Light or Building	$ 900.00	$ 1,250.00	$ 2,150.00	Includes Radio/Subsriber Unit/CPE, Mounting Bracket, Outdoor Rated POE Injector, Photocell Power Cable, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, or Electrical Work). Assumes location is a street light or utility pole and is bucket truck accessible.
3		5GHz Unlicensed BSU (1Gbps) - Installed	$ 2,675.00	$ 2,575.00	$ 5,250.00	Includes Radio/Base Station Unit, Mounting Bracket, Outdoor Rated POE Switch, Photocell Power Cable, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
4		5GHz Unlicensed SU (500Mbps) - Installed on a Street Light or Traffic Signal	$ 650.00	$ 1,250.00	$ 1,900.00	Includes Radio/Subsriber Unit/CPE, Mounting Bracket, Outdoor Rated POE Injector, Photocell Power Cable, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, or Electrical Work). Assumes location is a street light or utility pole and is bucket truck accessible.
5		Massive MIMO 5GHz Unlicensed BSU (2.4Gbps) - Tower Installed	$ 20,500.00	$ 4,000.00	$ 24,500.00	Includes Radio/Base Node, Tower Mounting Bracket, Fiber Cabling, DC Power Cabling, Installation (Does not include conduit, Sled, NEMA Enclosure, or Electrical Work). Assumes location is Tower Mounted.
6		Massive MIMO 5GHz Unlicensed SU (800Mbps) - Installed on a Street Light or Traffic Signal	$ 1,500.00	$ 2,000.00	$ 3,500.00	Includes Radio/Subsriber Unit/CPE, Mounting Bracket, Outdoor Rated POE Injector, Photocell Power Cable, Surge Protection, Installation, 1YR Subscription (Does not include conduit, NEMA Enclosure, or Electrical Work). Assumes location is a street light or utility pole and is bucket truck accessible.
		PTP - Licensed and Unlicensed Unit Pricing				
7		Licensed 11/18GHz PTP Link (Up to 1Gbps) - Installed	$ 23,000.00	$ 7,000.00	$ 30,000.00	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat6 Cable, Tower Mounts, License Registration, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
8		Unlicensed 24GHz or 60GHz PTP Link (Up to 1Gbps) - Installed	$ 6,000.00	$ 4,000.00	$ 10,000.00	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat6 Cable, Tower Mounts, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
9		Unlicensed 5GHz 1Gbps PTP Link	$ 2,500.00	$ 4,000.00	$ 6,500.00	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat6 Cable, Tower Mounts, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
		Mesh Access Point Unit Pricing				
10		Pole Mounted Root AP Location (High Capacity 4x4+ AP) - Installed	$ 3,400.00	$ 1,750.00	$ 5,150.00	Includes Root Mesh AP, Outdoor POE Switch, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation
11		Pole Mounted Mesh AP Location (High Capacity 4x4+ AP) - Installed	$ 2,400.00	$ 1,500.00	$ 3,900.00	Includes Mesh AP, Outdoor POE Injector, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation
12		Pole Mounted Root AP Location (2x2 MIMO or comparable) - Installed	$ 2,000.00	$ 1,750.00	$ 3,750.00	Includes Root Mesh AP, Outdoor POE Switch, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation
13		Pole Mounted Mesh AP Location (2x2 MIMO or comparable) - Installed	$ 1,250.00	$ 1,500.00	$ 2,750.00	Includes Mesh AP, Outdoor POE Injector, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation

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No		Product Description	Material	Labor	Total Unit Price	Pricing Notes
		Other Unit Pricing Items				
14		Mesh AP Cloud Control and Support - 1 Year		$ 225.00	$ 225.00	Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties.
15		Unlicensed PTP/PTMP Support - 1 Year		$ 450.00	$ 450.00	Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties.
16		Licensed Microwave PTP Link Support to include PCN Responses - 1 Year		$ 750.00	$ 750.00	Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties.
17		Nokia Hardware - Percent Off List Price	30%		30%	Percent off list price for all Nokia Hardware
18		Nokia Support - Percent Off List Price	0%		0%	Percent off list price for all Nokia Support
19		Siklu Hardware - Percent Off List Price	15%		15%	Percent off list price for all Siklu Hardware
20		Siklu Support - Percent Off List Price	0%		0%	Percent off list price for all Siklu Support
21		Cambium Hardware - Percent Off List Price	10%		10%	Percent off list price for all Cambium Hardware
22		Cambium Support - Percent Off List Price	0%		0%	Percent off list price for all Cambium Support
23		Tarana Hardware - Percent Off List	5%		5%	Percent off list price for all Tarana Hardware
24		Tarana Subscription/Support - Percent Off List	0%		0%	Percent off list price for all Tarana Subscriptions/support
25		Ruckus Hardware - Percent Off List Price	35%		35%	Percent off list price for all Ruckus Hardware
26		Ruckus Support - Percent Off List Price	0%		0%	Percent off list price for all Ruckus Support
27		Wireless Appurtenant Equipment or Subcontractor - Cost plus	20%	20%	20%	Cost plus 20%
28		Senior RF/Network Engineer Hourly Rate		$ 200.00	$ 200.00	Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.
29		Project Manager Hourly Rate		$ 165.00	$ 165.00	Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.
30		RF/Installation Technician Hourly Rate		$ 105.00	$ 105.00	Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.
31		Tower Work Upcharge (if required)		$ 2,500.00	$ 2,500.00	Two Man Crew Per Day

The following pricing notes apply:

1. Site Acquisition Services are not included in install estimates. If required, hourly rates of $250/hr for Site Acquisition services will apply.
2. PE Stamped drawings are not included.
3. Zoning, permitting or environmental services are not included.
4. RF/Network Design, Survey, Modeling, etc are NOT included in Unit Install Pricing.
5. Equipment Configuration and Testing is included in Unit Install Pricing.
6. Pricing listed is subject to a mutually agreeable contract between SmartWave and Client.
7. If not mentioned in the line item, all wireless solutions assume the customer provided switch/router is the demarcation point
8. Sales Tax is not included in Unit Pricing.
9. Costs associated with Bonds and Permits are not included in the price.

NOTE: All projects requiring labor hours of more than 40 hours per trade will be extended a discount of up to 10% on the price listed.

F.2 – Cooperative Agreement

SmartWAVE will offer a 0.5% incentive to the City of Tucson for use of the Cooperative Agreement. The incentive will apply to each purchase order received over $250,000. The incentive will be paid upon full receipt of the PO amount from the customer using the Cooperative Agreement.

SmartWAVE Technologies
Enabling the Wireless Generation...

A – COVER LETTER

Introduction

SmartWAVE Technologies (SmartWAVE) appreciates this opportunity to provide this proposal in response to the JOC for Design, Installation and Maintenance of Point-to-Point/Point-to-Multipoint wireless Backhaul. SmartWAVE is a national leading "wireless" centric systems integrator that provides the planning, design, integration and managed services for wireless networks, along with the unique applications that these networks support. We've been providing these services to the Smart City market since 2007. We have also been providing design, installation and maintenance services for point-to-point (PTP) and point-to-multipoint (PTMP) wireless networks to the City of Tucson since our founding in 2007.

Throughout the years in serving the City of Tucson, we've had the opportunity to deploy a wide variety of wireless technologies to support a variety of applications. As these technologies have changed over time, as well as team members for the City and for SmartWAVE, we have continued to meet our service levels and contractual obligations. We are grateful to the City of Tucson for all of the opportunities provided to us over this time, and we hope to expand on these experiences with this opportunity.

We realize that deployment of large scale, outdoor wireless networks can be extremely complex. Our experience and methodology for deploying these types of networks has led to our success. We would argue there is no other company in Arizona, much less throughout the United States, that has the experience comparable to SmartWAVE for municipal owned wireless network deployments.

RFP Certification

In our response to this opportunity, we would also like to certify the following in adherence to the RFP requirements:

A. SmartWAVE's submission of the offer did not involve collusion or other anti-competitive practices.

B. SmartWAVE will not discriminate against any employee or applicant for employment in violation of Federal or State law.

C. SmartWAVE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

D. SmartWAVE hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

Why SmartWAVE

Understanding the needs for this project, we're confident you will find our qualifications and experience are in perfect alignment with this opportunity in that:

1) SmartWAVE is a Tucson Licensed Business with operation facilities in Tucson, so we can quickly respond to urgent and scheduled requests.

2) SmartWAVE currently has a large portion of network components (to include City Traffic Controllers) integrated into our PRTG Monitoring system. Any other Respondent would have to invest in and discover all network equipment and build tables in order to get a "global" view of the network and associated problems.
3) SmartWAVE is currently under contract to maintain other PTP and PTMP wireless networks for government entities in the area to include Golder Ranch Fire Department, Drexel Heights Fire Department, SunTran, Northwest Fire, Pima County, and others.
4) SmartWAVE's Trouble Ticket System, that the City is using today, can be used as an online tool to open and track tickets to closure showing full ticket history to include resources assigned, problem identified and steps to resolution.
5) SmartWAVE has Bucket Trucks in Tucson, which are required to access radios on street lights, roof tops and certain "non-climbable" towers.
6) SmartWAVE has Tower Safety Trained personnel in market for those locations where Tower Climbing is required. We can easily meet the SLA response requirements through self-fulfillment of resources, where others responding from outside of Tucson will have to subcontract these services.
7) SmartWAVE has built the 5 largest municipal owned Community Wireless Broadband Networks in the United States. These experiences bring tremendous value to every client that we work with on large outdoor wireless network deployments.
8) SmartWAVE has a warehouse in Tucson with inventory of wireless equipment, and we can offer dispatch capabilities that simply can't be matched by our competitors.

Products Proposed and Pricing

SmartWAVE is recommending a number of innovative wireless products in this response. We are also providing pricing for products and for services. The Product information is provided in the Statement of Qualifications document in Section E, and the Pricing information is provide in the Statement of Qualifications document in Section F.

Contact Information

If you have any questions regarding this document, or the content herein, please don't hesitate to contact Al Brown at 404-731-9580 or al.brown@smartwave.us.

Thank you for your consideration!

Al Brown
President/CEO
2662 Holcomb Bridge Rd #340
Alpharetta, GA 30022
404-731-9580
al.brown@smartwave.us





RUCKUS® T350

Outdoor 802.11ax 2x2:2 Wi-Fi Access Point



Benefits

SIMPLICITY

RUCKUS' Outdoor APs make Wi-Fi deployments extremely simple to deploy with one-touch technologies like SmartMesh™.

STUNNING WI-FI PERFORMANCE

Extends coverage with patented BeamFlex®+ adaptive antenna technology while mitigating interference by utilizing up to 64 directional antenna patterns.

GREAT OUTDOOR WI-FI

Experience high performance outdoor Wi-Fi 6 with IP-67 weather proofing.

MULTIPLE MANAGEMENT OPTIONS

Manage the T350 Series with physical or virtual controller appliances.

SERVE MORE DEVICES

Connect more devices simultaneously with two MU-MIMO spatial streams and concurrent dual-band 2.4/5GHz radios while also enhancing non-11ax device performance.

AUTOMATE OPTIMAL THROUGHPUT

ChannelFly® dynamic channel technology uses machine learning to automatically find the least congested channels. You always get the highest throughput the band can support.

MORE THAN WI-FI

Support services beyond Wi-Fi with RUCKUS IoT Suite, Cloudpath security and onboarding software, SPoT Wi-Fi locationing engine, and SCI network analytics.

Modern Wi-Fi device users expect reliable connectivity—anywhere, anytime. But in crowded outdoor venues with thousands of users and constant RF noise, they are often frustrated by poor coverage, dropped connections, and reduced data rates. These aggravating Wi-Fi experiences can easily translate to negative perceptions of the venue and the service provider, resulting in loss of business. The quality of the network experience becomes the "litmus test" for acceptance or rejection.

As the market leader in outdoor Wi-Fi deployments, RUCKUS knows that one AP solution cannot meet every possible challenge of varied and complex outdoor requirements. This is why the RUCKUS T350 Wi-Fi 6 series is designed with more variety than any other outdoor AP in the market today. Available with either internal omni-directional antennas or internal high-gain directional antenna models, the T350 Series uses patented RUCKUS antenna optimization and interference mitigation technologies to improve throughput, connection reliability, and deliver industry-leading Wi-Fi 6 performance to every connected client. At the same time, the T350 Series is designed for fast, simple installation with an ultra-lightweight, low profile, IP-67 rated enclosure that can stand up to the most challenging outdoor environments.

At RUCKUS, we know that outdoor AP deployments are especially challenging for installation and maintenance, which is why RUCKUS outdoor APs use a variety of technologies, like SmartMesh that help simplify outdoor AP deployment.

The RUCKUS T350 Series is perfect for high-density outdoor public venues such as airports, convention centers, plazas, malls, smart cities, and other dense urban environments. By providing a superior Wi-Fi experience to every user in high-density outdoor locations, venue operators can improve guest satisfaction and loyalty, deliver new kinds of wireless application services, and increase revenues.

The RUCKUS T350 Series incorporates patented technologies found only in the RUCKUS Wi-Fi portfolio.

- Extended coverage with patented BeamFlex+ utilizing multi-directional antenna patterns.
- Improve throughput with ChannelFly, which dynamically finds less congested Wi-Fi channels to use.

Whether you're deploying ten or ten thousand APs, the T350 Series is easy to manage through RUCKUS' appliance and virtual management options.

RUCKUS T350

Outdoor 802.11ax 2x2:2 Wi-Fi Access Point

Access Point Antenna Pattern

RUCKUS' BeamFlex+ adaptive antennas allow the T350 AP to dynamically choose among a host of antenna patterns in real-time to establish the best possible connection with every device. This leads to:

- Better Wi-Fi coverage
- Reduced RF interference

Traditional omni-directional antennas, found in generic access points, oversaturate the environment by needlessly radiating RF signals in all directions. In contrast, the RUCKUS BeamFlex+ adaptive antenna directs the radio signals per-device on a packet by-packet basis to optimize Wi-Fi coverage and capacity in real-time to support high device density environments. BeamFlex+ operates without the need for device feedback and hence can benefit even devices using legacy standards.

Figure 1. Example of Beamflex+ pattern

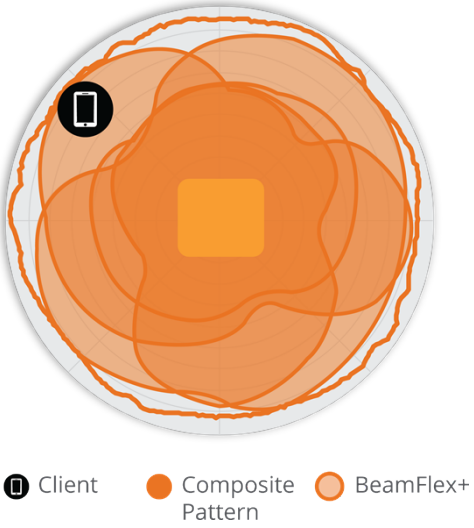


Figure 2. T350c/d 2.4GHz Azimuth Antenna Patterns



Figure 3. T350c/d 5GHz Azimuth Antenna Patterns



Figure 4. T350c/d 2.4GHz Elevation Antenna Patterns

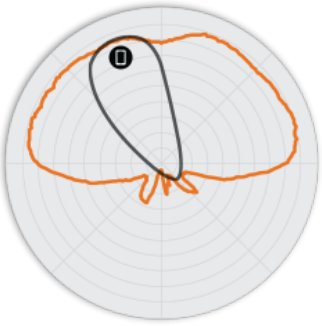
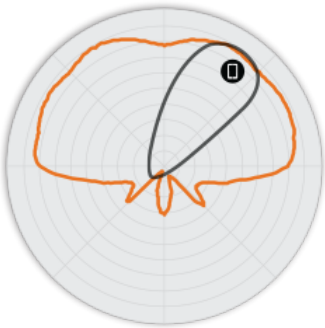


Figure 5. T350c/d 5GHz Elevation Antenna Patterns



Note: The outer trace represents the composite RF footprint of all possible BeamFlex+ antenna patterns, while the inner trace represents one BeamFlex+ antenna pattern within the composite outer trace.

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RUCKUS T350

Outdoor 802.11ax 2x2:2 Wi-Fi Access Point

WI-FI	
Wi-Fi Standards	• IEEE 802.11a/b/g/n/ac/ax
Supported Rates	• 802.11ax: 4 to 1774 Mbps • 802.11ac: 6.5 to 867 Mbps • 802.11n: 6.5 to 300Mbps • 802.11a/g: 6 to 54 Mbps • 802.11b: 1 to 11 Mbps
Supported Channels	• 2.4GHz: 1-13 • 5GHz: 36-64, 100-144, 149-165
MIMO	• 2x2 SU-MIMO • 2x2 MU-MIMO
Spatial Streams	• 2 streams SU/MU MIMO 5GHz • 2 streams SU/MU MIMO 2.4GHz
Radio Chains and Streams	• 2x2:2 (5GHz) • 2x2:2 (2.4GHz)
Channelization	• 20, 40, 80MHz
Security	• WPA-PSK, WPA-TKIP, WPA2-Personal, WPA2-Enterprise, WPA3-Personal, WPA3-Enterprise, AES, 802.11i, Dynamic PSK, OWE • WIPS/WIDS
Other Wi-Fi Features	• WMM, Power Save, Tx Beamforming, LDPC, STBC, 802.11r/k/v • Hotspot, Hotspot 2.0 • Captive Portal • WISPr

RF			
	T350c	T350d	T350se
Antenna Type	Internal omnidir-ectional	Internal omnidir-ectional	Internal 120 deg sectorized + N-type female external connectors
	BeamFlex+ adaptive antennas with polarization diversity		
Antenna Gain (max)	Up to 3dBi		TBD
Peak Transmit Power (Tx port/chain + 3dB Combining gain)	2.4GHz: 26 dBm 5GHz: 25 dBm		2.4GHz: TBD 5GHz: TBD
Frequency Bands	• ISM (2.4-2.484GHz) • U-NII-1 (5.15-5.25GHz) • U-NII-2A (5.25-5.35GHz) • U-NII-2C (5.47-5.725GHz) • U-NII-3 (5.725-5.85GHz)		

2.4GHZ RECEIVE SENSITIVITY							
HT20		HT40		VHT20		VHT40	
MCS0	MCS7	MCS0	MCS7	MCS0	MCS7	MCS0	MCS7
-94	-75	-91	-72	-94	-75	-91	-72
HE20				HE40			
MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11
-94	-75	-71	-65	-91	-72	-68	-62

5GHZ RECEIVE SENSITIVITY											
VHT20				VHT40				VHT80			
MCS0	MCS7	MCS8	MCS9	MCS0	MCS7	MCS8	MCS9	MCS0	MCS7	MCS8	MCS9
-95	-76	-72	-70	-92	-73	-69	-67	-89	-70	-66	-64
HE20				HE40				HE80			
MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11
-95	-76	-70	-65	-92	-73	-67	-62	-89	-70	-64	-59

2.4GHZ TX POWER TARGET	
Rate	Pout (dBm)
MCS0 HT20	23
MCS7 HT20	18
MCS8 VHT20	17
MCS9 VHT40	16.5
MCS11 HE40	15

5GHZ TX POWER TARGET	
Rate	Pout (dBm)
MCS0 VHT20	22
MCS7 VHT40, VHT80	20
MCS9 VHT40, VHT80	19
MCS11 HE20, HE40, HE80	15

PERFORMANCE AND CAPACITY	
Peak PHY Rates	• 2.4GHz: 574 Mbps 5GHz: 1200 Mbps
Client Capacity	• Up to 512 clients per AP
SSID	• Up to 31 per AP

RUCKUS RADIO MANAGEMENT	
Antenna Optimization	• BeamFlex+ • Polarization Diversity with Maximal Ratio Combining (PD-MRC)
Wi-Fi Channel Management	• ChannelFly • Background Scan Based
Client Density Management	• Adaptive Band Balancing • Client Load Balancing • Airtime Fairness • Airtime-based WLAN Prioritization
SmartCast Quality of Service	• QoS-based scheduling • Directed Multicast • L2/L3/L4 ACLs
Mobility	• SmartRoam
Diagnostic Tools	• Spectrum Analysis • SpeedFlex

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RUCKUS T350

Outdoor 802.11ax 2x2:2 Wi-Fi Access Point

NETWORKING	
Controller Platform Support	• SmartZone • ZoneDirector • Unleashed • Cloud • Standalone
Mesh	• SmartMesh™ wireless meshing technology. Self-healing Mesh
IP	• IPv4, IPv6
VLAN	• 802.1Q (1 per BSSID or dynamic per use based on RADIUS) • VLAN Pooling • Port-based
802.1x	• Authenticator & Supplicant
Tunnel	• L2TP, GRE, soft-GRE
Policy Management Tools	• Application Recognition and Control • Access Control Lists • Device Fingerprinting • Rate Limiting
IoT	• T350d: Integrated BLE and Zigbee (1 radio, switchable)

PHYSICAL INTERFACES	T350c	T350d	T350se
Ethernet	1 x 1GbE port, RJ-45 PoE In - 802.3at Class 4		
USB	—	1 USB 2.0 port, Type A	
DC Power	—	12V DC Terminal Block (7V - 20V)	

PHYSICAL CHARACTERISTICS	T350c	T350d	T350se
Physical Size	• 162.3 mm (W) x 194.9 mm (L) x 80.9 mm (H) • 6.38 in (W) x 7.67 in (L) x 3.19 in (H)	• 162.3 mm (W) x 213.7 mm (L) x 80.9 mm (H) • 6.38 in (W) x 8.41 in (L) x 3.19 in (H)	• 209.1 mm (W) x 261.7 mm (L) x 102.5 mm (H) • 8.23 in (W) x 10.30 in (L) x 4.04 in (H)
Weight (w/ included bracket)	1.01kg (2.23lbs)	1.07kg (2.36lbs)	TBD
Ingress Protection	IP-67		
Mounting	• Pole Mount • Wall Mount • Flat Surface • Bracket included in the box		
Operating Temperature	-20ºC -(4ºF) to 65ºC (149ºF)	-40ºC -(-40ºF) to 65ºC (149ºF)	
Operating Humidity	Up to 95%, non-condensing		
Wind Survivability	Up to 266km/h (165 mph)		
Altitude	Up to 3,048m (10,000 ft), functional operation		

POWER[2]		T350c	T350d	T350se
Power Mode	System Configuration	Max Power Consumption (includes USB power)		
802.3at (PoE) - Class 4	Full Functionality	13.24W	17.57W	TBD
802.3af (PoE) - Class 3	USB Disabled IoT Disabled	11.42W	12.94W	TBD
Idle (PoE)		7.68W	7.78W	TBD
DC - max power	Full Functionality	—	16.32W	TBD
DC - idle		—	6.78W	TBD

CERTIFICATIONS AND COMPLIANCE	
Wi-Fi Alliance[3]	• Wi-Fi CERTIFIED™ a, b, g, n, ac • Wi-Fi CERTIFIED™ 6 • WPA3™ - Enterprise, Personal • Wi-Fi Enhanced Open™ • Wi-Fi Agile Multiband™ • Wi-Fi Optimized Connectivity™ • Wi-Fi Vantage™ • WMM® • Passpoint®
Standards Compliance[4]	• EN 60950-1 Safety • EN 60601-1-2 Medical • EN 61000-4-2/3/5 Immunity • EN 50121-1 Railway EMC • EN 50121-4 Railway Immunity • IEC 61373 Railway Shock & Vibration • UL 2043 Plenum • EN 62311 Human Safety/RF Exposure • WEEE & RoHS • ISTA 2A Transportation

SOFTWARE AND SERVICES	
Location Based Services	• SPoT
Network Analytics	• SmartCell Insight (SCI) • RUCKUS Analytics
Security and Policy	• Cloudpath

MODEL FEATURE DIFFERENCES				
Model	Antenna	Low Temp	USB	DC Power
T350c	Internal omni	-20ºC	N	N
T350d	Internal omni	-40ºC	Y	Y
T350se	Internal sector (120º) + External antenna capable	-40ºC	Y	Y

[2] Max power varies by country setting, band, and MCS rate.
[3] For complete list of WFA certifications, please see Wi-Fi Alliance website.
[4] For current certification status, please see price list.

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RUCKUS T350

Outdoor 802.11ax 2x2:2 Wi-Fi Access Point

ORDERING INFORMATION	
T350 OUTDOOR APs	
901-T350-XX20	T350c, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input. -20ºC to 65ºC Operating Temperature. Includes mounting bracket and one year warranty. Does not include PoE injector.
901-T350-XX40	T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input and USB port. -40ºC to 65ºC Operating Temperature. Includes mounting bracket and one year warranty. Does not include PoE injector.
901-T350-XX51	T350se, sector+external, outdoor access point, 802.11ax 2x2:2, internal 120 degree sector + external antenna capable, dual band concurrent access point. One Ethernet port, PoE input, DC input and USB port. -40ºC to 65ºC Operating Temperature. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector. (Available Q4'21)

See RUCKUS price list for country-specific ordering information. PLEASE NOTE: When ordering outdoor APs, you must specify the destination region by indicating -US, -WW, or -Z2 instead of XX. For access points, -Z2 applies to the following countries: Algeria, Egypt, Israel, Morocco, Tunisia, and Vietnam.
Warranty: Sold with a limited one year warranty.
For details see: http://support.ruckuswireless.com/warranty

OPTIONAL ACCESSORIES	
902-0162-XXYY	• PoE injector (24W) (Sold in quantities of 1, 10 or 100)
902-0125-0000	• Secure articulating mounting bracket
902-0127-0000	• Extended cap to accommodate up to 6 cm long USB dongle
902-1121-0000	• Spare weatherizing cable gland with option of one hole or 2 hole connection
902-0183-000	• Spare cable gland for weatherizing the RJ-45 ports on outdoor APs.

PLEASE NOTE: When ordering PoE injectors or power supplies, you must specify the destination region by indicating -US, -EU, -AU, -BR, -CN, -IN, -JP, -KR, -SA, -UK, or -UN instead of -XX.

CommScope pushes the boundaries of communications technology with game-changing ideas and ground-breaking discoveries that spark profound human achievement. We collaborate with our customers and partners to design, create and build the world’s most advanced networks. It is our passion and commitment to identify the next opportunity and realize a better tomorrow. Discover more at commscope.com

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Further information regarding CommScope's commitment can be found at www.commscope.com/About-Us/Corporate-Responsibility-and-Sustainability .

T750

Outdoor 802.11ax 4x4:4 Wi-Fi AP with 2.5Gbps Backhaul

DATA SHEET



BENEFITS

GREAT OUTDOOR WI-FI

Experience high performance outdoor Wi-Fi 6 with IP-67 weather proofing and dual backhaul options with SFP and multi-gigabit 2.5 GbE ethernet port.

CONNECT MORE DEVICES SIMULTANEOUSLY

Improve device performance, by enabling more simultaneous device connections with built-in 8 spatial streams (dual-concurrent, 4x4:4 in 5GHz, 4x4:4 in 2.4GHz), MU-MIMO and OFDMA technology while enhancing non-Wi-Fi 6 client performance. Support for up to 1,024 clients.

HIGH DENSITY PERFORMANCE

Provide exceptional end-user experience within high density public venues such as airports, amusement parks, stadiums, outdoor arenas, and other dense outdoor urban environments with the Ruckus Ultra-High-Density Technology Suite.

CONVERGED ACCESS POINT

Allow customers to eliminate siloed networks and unify Wi-Fi and IoT wireless technologies into one single network by using built-in BLE and Zigbee, and also expand to any future wireless technologies through the pluggable IoT module.

POWER OTHER DEVICES

Daisy chain and power other devices like an IP camera, or another AP directly from the 1 GbE PoE output port.

MULTIPLE MANAGEMENT OPTIONS

Manage the T750 with on premise physical/ virtual appliances and control auto-provisioning for faster deployment and seamless firmware upgrades.

ENHANCED SECURITY

Reinforce security with WPA3, the latest Wi-Fi security standard and receive enhanced protection from man-in-the-middle attacks.

Outdoor locations such as stadiums, arenas can have the most demanding wireless requirements due to high client density. The T750 access point (AP), based on the latest Wi-Fi 6 standard, brings in multi-gigabit Wi-Fi to support the ever raising expectation for highest quality of service from the users. T750 is IP-67 rated to withstand the rigors of outdoor deployments.

The Ruckus T750 is our high-end dual-band, dual-concurrent Wi-Fi 6 AP that supports eight spatial streams (4x4:4 in 5GHz, 4x4:4 in 2.4GHz). The T750, with OFDMA and MU-MIMO capabilities, efficiently manages up to 1,024 client connections with increased capacity, improved coverage and performance in ultra-high dense environments. Furthermore, the 2.5 GbE ethernet ensures that the backhaul will not be a bottleneck for full use of available Wi-Fi capacity.

The T750 addresses the increasing client demands in public venues such as airports, convention centers, plazas, malls, and other dense urban environments. It is the perfect choice for data-intensive streaming multimedia applications like 4K video transmissions, while supporting latency sensitive voice and data applications with stringent quality-of-service requirements.

The T750 is also easy to manage through physical, virtual and cloud management options.

The T750 is also designed with a small form factor pluggable (SFP) fiber interface that enable seamless connectivity to a fiber backhaul. The T750 boasts a built-in GPS. Furthermore, 1GbE PoE output port can power a variety of devices like an IP-based camera or even another AP.

In addition, organizations are increasingly leveraging IoT-based sensors to serve their customers better. These sensors run on non-Wi-Fi wireless technologies such as Wi-Fi , BLE or Zigbee. Organizations need a unified platform to eliminate network silos. The Ruckus AP portfolio is equipped to solve these challenges.

The T750 has built-in IoT radios with onboard BLE and Zigbee capabilities. In addition, the T750 is a converged access point that allows customers to seamlessly integrate any new wireless technologies with pluggable IoT module.

The T750 when paired with the Ruckus Ultra-High-Density Technology Suite found only in the Ruckus Wi-Fi portfolio, dramatically improves network performance through a combination of patented wireless innovations and learning algorithms that includes:

- **Airtime Decongestion:** Increases average network throughput in heavily congested environments
- **Transient Client management**: Reduces interference traffic from unconnected Wi-Fi devices
- **BeamFlex+ Antennas**: Extended coverage and optimized throughput with patented multi-directional antennas and radio patterns

Whether you are deploying ten or ten thousand APs, the T750 is also easy to manage through Ruckus' physical and virtual management options.

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ACCESS POINT ANTENNA PATTERN

Ruckus' BeamFlex+ adaptive antennas allow the T750 AP to dynamically choose among a host of antenna patterns (over 4,000 possible combinations) in real-time to establish the best possible connection with every device. This leads to:

- Better Wi-Fi coverage
- Reduced RF interference

Traditional omni-directional antennas, found in generic access points, oversaturate the environment by needlessly radiating RF signals in all directions. In contrast, the Ruckus BeamFlex+ adaptive antenna directs the radio signals per-device on a packet by-packet basis to optimize Wi-Fi coverage and capacity in real-time to support high device density environments. BeamFlex+ operates without the need for device feedback and hence can benefit even devices using legacy standards.

Figure 1. Example of BeamFlex+ pattern

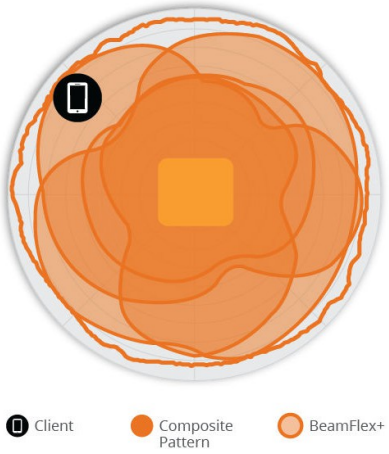


Figure 2. T750 2.4GHz Azimuth Antenna Patterns



Figure 3. T750 5GHz Azimuth Antenna Patterns



Figure 4. T750 2.4GHz Elevation Antenna Patterns



Figure 5. T750 5GHz Elevation Antenna Patterns



Note: The outer trace represents the composite RF footprint of all possible BeamFlex+ antenna patterns, while the inner trace represents one BeamFlex+ antenna pattern within the composite outer trace.

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WI-FI	
Wi-Fi Standards	• IEEE 802/11a/b/g/n/ac/ax
Supported Rates	• 802.11ax: 4 to 2400 Mbps • 802.11ac: 6.5 to 1732 Mbps • 802.11n: 6.5 to 600 Mbps • 802.11a/g: 6 to 54 Mbps • 802.11b: 1 to 11 Mbps
Supported Channels	• 2.4GHz: 1-13 • 5GHz: 36-64, 100-144, 149-165
MIMO	• 4x4 SU-MIMO • 4x4 MU-MIMO
Spatial Streams	• 4 for both SU-MIMO & MU-MIMO
Radio Chains and Streams	• 4x4:4
Channelization	• 20, 40, 80, 160MHz
Security	• WPA-PSK, WPA-TKIP, WPA2 AES, WPA3, 802.11i, Dynamic PSK, OWE • WIPS/WIDS
Other Wi-Fi Features	• WMM, Power Save, Tx Beamforming, LDPC, STBC, 802.11r/k/v • Hotspot • Hotspot 2.0 • Captive Portal • WISPr

RF	
Antenna Type	• BeamFlex+ adaptive antennas with polarization diversity • Adaptive antenna that provides 4,000+ unique antenna patterns per band
Antenna Gain (max)	• Up to 3dBi
Peak Transmit Power (Tx port/chain + Combining gain)	• 2.4GHz: 26dBm • 5GHz: 28dBm
Frequency Bands	• ISM (2.4-2.484GHz) • U-NII-1 (5.15-5.25GHz) • U-NII-2A (5.25-5.35GHz) • U-NII-2C (5.47-5.725GHz) • U-NII-3 (5.725-5.85GHz)

2.4GHZ RECEIVE SENSITIVITY (dBm)

HT20		HT40		VHT20		VHT40	
MCS0	MCS7	MCS0	MCS7	MCS0	MCS7	MCS0	MCS7
-98	-79	-95	-76	-98	-79	-95	-76
HE20				**HE40**			
MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11
-98	-79	-76	-70	-95	-76	-73	-67

5GHZ RECEIVE SENSITIVITY (dBm)

VHT20				VHT40				VHT80			
MCS0	MCS7	MCS8	MCS9	MCS0	MCS7	MCS8	MCS9	MCS0	MCS7	MCS8	MCS9
-98	-80	-77	-	-95	-77	-	-72	-92	-74	-	-69
HE20				**HE40**				**HE80**			
MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11
-98	-80	-75	-70	-95	-77	-72	-67	-92	-74	-69	-64

2.4GHZ TX POWER TARGET (PER CHAIN)

Rate	Pout (dBm)
MCS0, HT20	20
MCS7, HT20	19.5
MCS8, VHT20	19
MCS9, VHT40	18.5
MCS11, HE40	17

5GHZ TX POWER TARGET (PER CHAIN)

Rate	Pout (dBm)
MCS0, VHT20	22
MCS7, VHT40, VHT80	20
MCS9, VHT40, VHT80	18.5
MCS11, HE20, HE40, HE80	17

PERFORMANCE AND CAPACITY	
Peak PHY Rates	• 2.4 GHz: 1148 Mbps • 5 GHz: 2400 Mbps
Client Capacity	• Up to 1024 clients per AP

RUCKUS RADIO MANAGEMENT	
Antenna Optimization	• BeamFlex+ • Polarization Diversity with Maximal Ratio Combining (PD-MRC)
Wi-Fi Channel Management	• ChannelFly • Background Scan Based
Client Density Management	• Adaptive Band Balancing • Client Load Balancing • Airtime Fairness • Airtime-based WLAN Prioritization
SmartCast Quality of Service	• QoS-based scheduling • Directed Multicast • L2/L3/L4 ACLs
Mobility	• SmartRoam
Diagnostic tools	• Spectrum Analysis • SpeedFlex

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NETWORKING	
Controller Platform Support	• SmartZone • ZoneDirector • Unleashed* • Standalone
Mesh	• SmartMesh™ wireless meshing technology. Selfhealing Mesh
IP	• IPv4, IPv6, dual-stack
VLAN	• 802.1Q (1 per BSSID or dynamic per user based on RADIUS) • VLAN Pooling • Port-based
802.1x	• Authenticator & Supplicant
Tunnel	• L2TP, GRE, Soft-GRE
Policy Management Tools	• Application Recognition and Control • Access Control Lists • Device Fingerprinting • Rate Limiting
IoT Capable	• Yes

*Refer to Unleashed datasheets for SKU ordering information.

OTHER RADIO TECHNOLOGIES	
GPS	• Types GLONAS...etc

PHYSICAL INTERFACES	
Ethernet	• 1x 2.g Gbps, 1 x 10/100/1000 Mbps ports, RJ-45 • LACP
Fiber	• SFP, 1Gbps, SFP+ 10 Gbps
USB	• 1 USB 2.0 port, Type A (On Omni SKU only)

PHYSICAL CHARACTERISTICS	
Physical Size	• 34.64cm (L), 24.06cm (W), 10.17cm (H) • 13.64in (L) x 9.47in (W) x 4.0in (H)
Weight	• 2.84kg • 6.27lbs
Mounting	• Pole Mount
Operating Temperature	• -40°C (-40°F) to 65°C (145°F)
Operating Humidity	• Up to 95%, non-condensing
Wind Survivabiity	• Up to 266km/h (165mph)

POWER		
Mode	**Power Consumption**	**System Configuration**
AC Power	64.6W (SFP+ Backhaul) 63.7W (Ethernet Backhaul)	• Full Functionality • 2nd Ethernet Port enabled • PSE Out (26W) Available • Onboard IoT enabled • USB Enabled (3W)
802.3bt Class 7 (Maximum Functionality With PSE Out)	57W	• Full Functionality • 2nd Ethernet Port enabled • PSE Out (26W) Available • Onboard IoT enabled • USB Enabled (3W)
802.3bt Class 75(Maximum Functionality With PSE Out)	31W	• Full Functionality • 2nd Ethernet Port enabled • PSE Out Disabled • Onboard IoT enabled
802.3at (Reduced Functionality Without USB)	24.2W	• Full Functionality • 2nd Ethernet Port enabled • PSE Out Disabled • Onboard IoT enabled • USB Disabled
Idle	10.75W	• 2nd Ethernet Port enabled • PSE Out Disabled • Onboard IoT disabled • •USB Disabled

Certifications and Compliance	
Wi-Fi Alliance*	• Wi-Fi CERTIFIED™ a, b, g, n, ac, ax (Wi-Fi 6) • Passpoint®, Vantage
Standards Compliance**	• EN 60950-1 Safety • EN 60601-1-2 Medical • EN 61000-4-2/3/5 Immunity • EN 50121-1 Railway EMC • EN 50121-4 Railway Immunity • IEC 61373 Railway Shock & Vibration • EN 62311 Human Safety/RF Exposure • WEEE & RoHS • ISTA 2A Transportation

*For complete list of WFA certifications, please see the Wi-Fi Alliance website.
**For current certification status, please see the price list.

Software and Services	
Location based services	• SPoT
Network Analytics	• SmartCell Insight (SCI)
Security and Policy	• Cloudpath

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ORDERING INFORMATION	
901-T750-XX01	• Ruckus T750 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP +, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. • For box contents, see Shipping Container Contents.
901-T750-XX51	• Ruckus T750S 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, 120-Degree Sector antenna included and option to attach external antennae, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet ports, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. • For box contents, see Shipping Container Contents.

See Ruckus price list for country-specific ordering information.
Warranty: Sold with a limited 1-year warranty.
For details see: http://support.ruckuswireless.com/warranty.

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T750

Outdoor 802.11ax 4x4:4 Wi-Fi AP with 2.5Gbps Backhaul

DATA SHEET

OPTIONAL ACCESSORIES	
902-0180-XX00	• PoE Injector (60W)
902-1170-XX00	• Power Supply (48V, 0.75A, 36W)
902-0120-0000	• Spare, Accessory Mounting Bracket
902-0195-0000	• Spare, T-bar ceiling mount kit for mounting to flush frame ceiling
E1MG-BXD	• 1000BASE-BXD SFP optic SMF, transmits at 1490nm and receives at 1310nm, LC connector, single strand SMF fiber. This optic should only be connected to an E1MG-BXU at the far end.
E1MG-BXU	• 1000BASE-BXU SFP optic SMF, transmits at 1310nm and receives at 1490nm, LC connector, single strand SMF fiber. This optic should only be connected to an E1MG-BXD at the far end
E1MG-LHA-OM	• 1000BASE-LHA SFP optic, SMF, LC connector, optical monitoring capable
E1MG-LHA-OM-T	• 1000BASE-LHA SFP optic, SMF, LC connector, optical monitoring capable, industrial temperature (-40°C to 85°C)
E1MG-LX-OM	• 1000Base-LX SFP optic, SMF, LC connector, Optical Monitoring Capable
E1MG-LX-OM-8	• 1000BASE-LX SFP optic, SMF, LC connector, optical monitoring capable, 8-pack
E1MG-LX-OM-T	• 1000Base-LX SFP optic, SMF, LC connector, Optical Monitoring Capable, Industrial Temperature
E1MG-SX-OM	• 1000Base-SX SFP optic, MMF, LC connector, Optical Monitoring Capable
E1MG-SX-OM-8	• 1000BASE-SX SFP optic MMF, LC connector, optical monitoring capable, 8-pack
E1MG-SX-OM-T	• 1000Base-SX SFP optic, MMF, LC connector, Optical Monitoring Capable, Industrial Temperature
E1MG-LX-A	• 1000BASE-LX SFP Optic, SMF, LC connector, Optical Monitoring Capable, TAA compliant
E1MG-LX-A8	• 1000BASE-LX SFP Optic, SMF, LC connector, Optical Monitoring Capable, TAA compliant, 8-pack
E1MG-SX-A	• 1000BASE-SX SFP Optic, MMF, (LC), Optical Monitoring Capable, TAA compliant
E1MG-SX-A8	• 1000BASE-SX SFP Optic, MMF, (LC), Optical Monitoring Capable, TAA compliant, 8-pack
10G-SFPP-SR-SA	• 10GBASE-SR, SFP+ optic (LC), target range 300m over MMF, standard temperature (0°C to 70°C),TAA compliant
10G-SFPP-SR-SA8	• 10GBASE-SR, SFP+ optic (LC), target range 300m over MMF, standard temperature (0°C to 70°C),TAA compliant, 8 pack
10G-SFPP-SR-S	• 10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)
10G-SFPP-SR-S8	• 10GBASE-SR,SFPP MMF LC CONNECTOR 8-PACK (No TAA)
10G-SFPP-LR-SA	• 10GBASE-LR, SFP+ optic (LC), for up to 10km over SMF, standard temperature (0°C to 70°C), TAA compliant
10G-SFPP-LR-SA8	• 10GBASE-LR, SFP+ optic (LC), for up to 10km over SMF, -standard temperature (0°C to 70°C), TAA compliant, - 8 pack
10G-SFPP-LR-S	• 10GBASE-LR,SFPP SMF LC CONNECTOR (No TAA)
10G-SFPP-LR-S8	• 10GBASE-LR,SFPP SMF LC CONNECTOR 8-PACK (No TAA)

OPTIONAL ACCESSORIES	
10G-SFPP-USR-SA	• 10GE USR SFP+ OPTIC (LC),RANGE 100M MMF,Standard Temperature, TAA Compliant,1-Pack
10G-SFPP-USR-SA8	• 10GE USR SFP+ OPTIC (LC),RANGE 100M MMF,Standard Temperature, TAA Compliant,8-Pack

PLEASE NOTE: When ordering Indoor APs, you must specify the destination region by indicating -US, -WW, or -Z2 instead of XX. When ordering PoE injectors or power supplies, you must specify the destination region by indicating -US, -EU, -AU, -BR, -CN, -IN, -JP, -KR, -SA, -UK, or -UN instead of -XX.

For access points, -Z2 applies to the following countries: Algeria, Egypt, Israel, Morocco, Tunisia, and Vietnam.

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RUCKUS™ an ARRIS company



10Gbps 70/80GHz Radio – Wireless Fiber Connectivity

The EH-8010FX delivers 10Gbps Full Duplex throughput for high capacity networks in Metro, Aggregation and Trunking applications.

Applications for a Wide Range of Vertical Markets

- Fiber Network Extension/ Backup
- Enterprise Multi Gigabit-Connectivity
- Metro and Aggregation Networks
- Multi-Dwelling Unit Gigabit Broadband
- Mobile Backhaul

10Gbps Over Long Distance

The EH-8010FX radio delivers 10Gbps full duplex point-to-point wireless Ethernet connectivity with the longest mmWave reach by means of the highest system gain in the market. Incorporating dozens of Siklu innovations, the EH-8010FX is based on the same platform that has been deployed in tens of thousands of links from the EtherHaul family

Carrier Grade Features

High throughput and low latency combine to deliver fiber compatible performance. The EH-8010FX incorporates QoS-aware adaptive bandwidth coding and modulation for high availability and easy integration with Ethernet switches or MPLS routers in highly resilient topologies.

The EH-8010FX is designed to connect into existing networks with its support for both copper and fiber 10G interfaces allowing service providers and enterprises to extend their copper or fiber networks.

Small Size, Easy to Deploy & Manage

The all-outdoor radio has a small footprint and is light weight which makes site acquisition a breeze. The product comes pre-configured out of the box with no license to download greatly simplifying the time and cost for installation. The intuitive web GUI manages local and remote units to enable fast commissioning and configuration.

Exceptional Value

With its IP67 construction, the EH-8010FX is extremely rugged and designed to last for years in the harshest conditions at a price that yields quick Return-On-Investment (ROI) and minimizes Total Cost of Ownership (TCO). The advanced 10Gbps system delivers an unbeatable price per Gb. Its small and light form factor lowers installation costs, increases reliability and reduces site visits.

Massive Spectrum Availability, and High Reuse

The EH-8010FX operates over the interference-free 71-76/81-86GHz E-band spectrum, with a total of 10GHz of bandwidth for use worldwide. By using a high-gain pencil-beam antenna, this helps guarantee spectrum will be available everywhere and maximizes spectrum re-use. Additionally, E-band systems are governed by low licensing fees and a quick licensing processes.



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EtherHaul™-8010FX Specifications

Frequency / Duplexing	71-76GHz / 81-86GHz, FDD
Channel Bandwidth, Modulation & Adaptive Rate	500/1,250/2,000MHz Adaptive bandwidth, coding and modulation - boost gain over 20dB
Throughput	10,000Mbps full duplex
Tx Power	BPSK: +18dBm QAM128: +14dBm
Receive Signal Level (RSL)	RSL @ BPSK = -75dBm RSL @ QAM128 = -50dBm
Reach	1.7/2.3 mile @ 99.95% availability (rain zone K/E, 2ft ANT.)
Interfaces	1 combo 10GE port: 802.3bz (RJ-45, copper) or SFP+ (MMF or SMF) 1GE port: 802.3ab (RJ-45, copper)
Power Supply	PoE+ or 36÷57VDC; 50W
Management & Provisioning	In / Out-of-band management Web GUI or CLI SNMPv2/3, TACACS+, RADIUS Zero-touch turn-up
L2, Traffic Management	Transparent Bridge, VLAN encapsulation QOS Aware Traffic Management
Security	AES (factory option)
Timing	Synchronous Ethernet and 1588v2 TC (factory option)
Conformance	Radio: USA FCC Part 15.101 & ETSI EN 302 217; EMC: USA FCC 47CFR.part 15 & ETSI EN 301 489; Safety UL/EN 60950
Environmental	Operating Temperature: -45° to +55°C (-49° to +131°F) Ingress Protection Rating: IP67
Dimensions	ODU + 0.5ft antenna: 9.17” x 8.11” x 5.55” (23.3cm x 20.6cm x 14.1cm) ODU + 1ft antenna (Dia. x Depth): 12.6” x 4.3” (32cm x 13cm) ODU + 2ft antenna (Dia. x Depth): 25.6” x 15.35” (65cm x 37cm)
Weight	ODU + 0.5ft antenna: 9.2lbs. (4.1kg) ODU + 1ft. antenna: 9.9lbs. (4.4kg) ODU + 2ft. antenna: 24.3lbs (10.9kg)

Rev.A1

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MULTIHAUL™ TG NODE N367

Enhanced 360-degree coverage in one unit for Terragraph deployments

The MultiHaul™ TG system marks the release of Siklu's 3rd generation point to multipoint 60GHz products, with Terragraph certification. The solution consists of Nodes operating over millimetre waves in a redundant mesh topology which connect a suite of Terminal Units (TU). The MultiHaul TG family of products brings the advantages of mmWave spectrum – multi-gigabit capacity, immunity to interference and massive amounts of available spectrum - to an easy to deploy solution with the addition of L2 SDN mesh, enabled by Siklu's SmartHaul™ NMS with the Runner subsystem, for stress-free coverage extension and multi-path reliability. MultiHaul TG Node, N367, is the ideal solution for scalable deployments across neighbourhoods and business environments.

Enhanced RF2 antennas, High Capacity and Flexibility for Dense Deployments

The MultiHaul TG Nodes operate with 4 independent sectors over the millimetre wave spectrum using narrow beams. This confers several advantages including multi-gigabit capacity in dense deployments. With 4 independent high-gain beam-forming RF2 antennas, a multitude of network topologies can be realized to optimize coverage, capacity, and performance. The industry unique RF2 antennas deliver a superior link budget, enhancing the service capacity and availability across a 60% to 80% larger service area, compared to non RF2 antennas.

A Wide Range of Applications

- Fixed 5G Wireless Access, Gigabit to the Home, the MDU and the Enterprise
- Wi-Fi Hotspot Backhaul
- Security / Safe City Networks
- Smart City Business Services, Municipal networks
- Small Cell Backhaul

Always-On Mission Critical Networks

When you can't afford to lose a video stream, critical safe city sensor data or any other mission critical data, you need a wireless network that's as reliable and secure as fiber. With maximal immunity to interference and hacker-proof links with embedded AES encryption, MultiHaul™ TG delivers a network you can count on. An additional layer of reliability is available through the L2 self-organizing (SON) capabilities enabled by SmartHaul NMS with Runner, enabling automatic reorganization and rerouting around site failures.

Simple Integrated Future-safe Multi-Functional Node

Wireless infrastructure should be simple, and future proof. Organizations want to quickly deploy a single box across the target neighbourhood, knowing that this infrastructure will address the needs of self-backhaul, distribution, local services, redundancy, SLA enforcement, with enough horsepower to scale the bandwidth and accommodate new features over the foreseeable future, achieving a long and useful lifetime.

Fiber Quality with Wireless Flexibility

Siklu's millimetre wave radios successfully combine the capacity of fiber with the flexibility, speed of deployment and low TCO of wireless networks. That is what makes them the world's best-selling millimetre wave radios every year since 2011. They provide rock solid performance, even in very dense networks or under severe weather conditions, in thousands of networks around the globe.

Highly Secure and Physically Immune Beams

The narrow beamwidth confers several advantages including immunity to interference and network jamming. In contrast to wide-beam wireless systems that need to use multiple strategies to perform in dense areas. Multiple subscribers and services can be connected with complete isolation based on physical port, VLAN ID and/or a Terminal Unit.

Ready Set Go

The plug and play integrated node is designed for an easy single person installation. The patent-pending scanning antennas automatically aligns with other Nodes or with TUs. For buildings with difficult roof-top access, a single Node is installed on its roof to serve multiple locations.

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MULTIHAUL™ TG NODE - N367

60GHz 4x RF2-sectors wireless L2 SDN mesh Node Specifications

The main specifications of the MultiHaul™ TG N367 are outlined in the following table.

Topologies	Point to Point, Point to Multi-point, Self-Backhaul L2 SDN Mesh.
Frequency & Duplexing	57-66GHz, TDD/TDMA. 4 channels.
Channel Bandwidth, Modulation & Adaptive Coding, TPC	2160MHz, BPSK to QAM16, up to 10 levels of hitless adaptive bandwidth, coding and modulation – boost gain by over 29dB. Automatic Transmit Power Control (ATPC), per link.
Radio OTA Rate (over the air) / Throughput	OTA up to 4,600 Mbps per sector, Throughput > 3,800 Mbps per sector (> 16Gbps per node)
System Gain (link budget)	RF2 enabled, up to 128.5dB (Node to TU, including RF2 antenna gain). Please refer to Siklu SmartHaul™ Link Budget Calculator (lbc.siklu.com) for radio link performance models.
Sector(s)	4x 90° sector, for 360° coverage, any sector on any channel. Horizontal scanning: 90° per sector, Vertical scanning: 25°.
Network synchronization	On-board GPS
Interfaces	3 ports: 1x RJ-45 10/5/2.5/1GbE with PoE-In, 1x RJ-45 1GbE with PoE-Out (65W), 1x SFP+ 10GbE.
Ethernet Features	IEEE 802.1d transparent bridging, IEEE 802.1q Virtual LAN, IEEE 802.1ad Provider bridge VLAN stacking.
Security	AES 128-bits OTA, GUI over HTTPS, CLI over SSH.
Management & Provisioning	In-band, Out-of-band management, Web GUI (one-pane configuration of local and remote units) & Embedded CLI, NETCONF, SNMP.
PoE-Out	1 port, 45W POE-Out (IEEE 802.3bt; * cable loss may affect power delivered to the PD).
Power Supply	PoE-In (IEEE 802.3bt or passive), or 48V DC (via RJ-45 adaptor) 45W no POE-Out, 90W with 45W POE-Out.
Conformance	Radio: US FCC 47 CFR Part 15.255; EN 303 722; UK IR 2030 EMC: US FCC 47 CFR Part 15; EN 301 489, Safety: UL/IEC 62368-1; UL/IEC 60950-22.
Terragraph	Terragraph certified.
Environmental	Operating Temperature: -49° ÷ +131°F (-45° ÷ +55°C); Ingress Protection Rating: IP67.
Dimensions	7.7 x 9.5 x 7.2 in. / 195 x 242 x 184 mm (width x height x depth)
Weight	7.9 lbs. / 3.6 Kg.
In the Box	N367, mounting kit and metallic bands, All Weather Shells, grounding cable, quick start guide (QSG).

Rev A5

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MULTIHAUL™ TG TERMINAL UNIT T265

Service Options in Terragraph deployments

The MultiHaul™ TG system marks the release of Siklu's 3rd generation point to multipoint 60GHz products, this one with Terragraph certification. The TG network solution consists of Nodes operating over millimeter waves in a redundant mesh topology which also connect to Terminal Units (TU). The T265 communicates to the N366 TG Distribution node using the TG protocol, acting as an end point in a fully meshed MH TG topology. The T265 is Siklu's first TG TU and incorporates several features from our standard MH TU. The T265 offers up to 3 ports with both copper and fiber interfaces as well as a PoE out port to power third party devices such as video cameras. The MH-T260 is available for single port applications.

A Wide Range of Applications

- Fixed 5G Wireless Access, Gigabit to the Home, the MDU and the Enterprise
- Wi-Fi Hotspot Backhaul
- Security / Safe City Networks
- Smart City Business Services, Municipal networks
- Small Cell Backhaul
- Fiber hand-off

Capacity and Flexibility for Demanding Applications

The MultiHaul™ TG Terminal Units operate over the millimeter wave spectrum using self-aligned, dynamic beam steering RF. This confers several advantages including multi-gigabit capacity in dense deployments. With 3 ports, RJ-45 up to 2.5GE or fiber up to 10Gbps, a multitude of service deliveries and interfaces can be realized to meet the need of any demanding application.

Always-On Mission Critical Networks

When you can't afford to lose a video stream, critical safe city sensor data or any other mission critical data, you need a wireless network that's as reliable and secure as fiber. With maximal immunity to interference and hacker-proof links with embedded AES encryption, MultiHaul™ TG delivers a network you can count on. With the mesh topology there are built in redundant paths for traffic if an outage occurs in a given link.

Simple Integrated Future-safe Terminal Unit

Wireless infrastructure should be simple, and future proof. Organizations want to quickly deploy a single box across the target neighborhood, knowing that they have options to meet the interface requirements of any application. With a built-in software configured ethernet switch, PoE out up to 63W for collocated CPEs, cameras or other devices, plus fiber termination, the T265 Unit can address all your applications.

Fiber Quality with Wireless Flexibility

Siklu's millimeter wave radios successfully combine the capacity of fiber with the flexibility, speed of deployment and low TCO of wireless networks. That is what makes them the world's best-selling millimeter wave radios every year since 2011. They provide rock solid performance, even in very dense networks or under severe weather conditions, in thousands of networks around the globe.

Highly Secure and Physically Immune Beams

The narrow beamwidth confers several advantages including immunity to interference and network jamming. In contrast to wide-beam wireless systems that need to use multiple strategies to perform in dense areas. Multiple subscribers and services can be connected with complete isolation based on physical port, VLAN ID and/or a Terminal Unit.

Ready Set Go

The plug and play TU is designed for an easy single person installation. The patent-pending scanning antennas automatically aligns with serving Node(s).

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MULTIHAUL™ TG TERMINAL UNIT T265

60GHz Terminal Unit Radio – specifications

The main specifications of the MultiHaul™ TG T265 model are outlined in the following table.

Topologies	Point to Multi-point.
Frequency & Duplexing	57-66GHz, TDD/TDMA. 4 channels.
Channel Bandwidth, Modulation & Coding, TPC	2160MHz, BPSK to QAM16, up to 10 levels of hitless adaptive coding and modulation – boost gain by over 29dB. Automatic Transmit Power Control (ATPC), per link.
Radio OTA Rate (over the air) / Throughput	OTA up to 4,600Mbps (future release 9,200Mbps with channel bonding) / Throughput up to 3800 Mbps aggregate (future release up to 5,500 Mbps aggregate).
System Gain (link budget)	110dB (Node to TU, including antenna gain). Please refer to Siklu SmartHaul™ Link Budget Calculator (lbc.siklu.com) for radio link performance models.
Self-alignment scanning	Horizontal scanning: 90°, Vertical scanning: 50°.
Network synchronization	To N366
Interfaces	1x RJ-45 2.5/1GbE with PoE-In 1x RJ-45 1GbE with PoE-Out (81W) 1x SFP+ 10GbE.
Ethernet Features	IEEE 802.1d transparent bridging, Provider bridge - VLAN & VLAN stacking.
Security	AES 128-bits OTA, GUI over HTTPS, CLI over SSH, file transfer over SSH. IP-less operations.
Management & Provisioning	In-band, Out-of-band management, Web GUI (one-pane configuration of local and remote units) & Embedded CLI, NETCONF, SNMP.
PoE-Out	1 port, 81W POE-Out (IEEE 802.3bt; * cable loss may affect power delivered to the PD).
Conformance	Radio: US FCC 47 CFR Part 15.255; EN 303 722, EMC: US FCC 47 CFR Part 15; EN 301 489, Safety: UL/IEC 62368-1; UL/IEC 60950-22.
Terragraph	Terragraph certified.
Power Supply	PoE-In (IEEE 802.3bt or passive), or 48V DC (via RJ-45 adaptor), 19W no POE-Out, up to 90W with up to 81W POE-Out.
Environmental	Operating Temperature: -49° ÷ +131°F (-45° ÷ +55°C); Ingress Protection Rating: IP67.
Dimensions	6.9 x 8.6 x 4.9 in. / 175 x 220 x 125 mm. (W x H x D).
Weight	4.84 lbs. / 2.2 Kg.
In the Box	Terminal unit with attached mounting kit, metallic bands, all weather shell, indoor 60W PoE power supply with AC cable, quick start guide.

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MULTIHAUL™ TG LR TERMINAL UNIT T280

Long Range Options in Terragraph deployments

The MultiHaul™ TG system marks the release of Siklu's 3rd generation point to multipoint 60GHz products, this one with Terragraph certification. The TG network solution consists of Nodes operating over millimeter waves in a redundant mesh topology which also connect to Terminal Units (TU). The T280 is Siklu's long range TG TU, compatible with the N366 in PtMP mode for additional distances to served locations. The T280 can also operate in PtP mode, 2 identical units on each site, for even longer distances. The T280 offers up to 3 ports with both copper and fiber interfaces as well as a PoE out to power a collocated N366 or any other 3rd party device.

A Wide Range of Applications

- Fixed 5G Wireless Access, Gigabit to the Home, the MDU and the Enterprise
- Wi-Fi Hotspot Backhaul
- Security / Safe City Networks
- Smart City Business Services, Municipal networks
- Small Cell Backhaul
- Fiber hand-off

Long Distance and High Capacity

The Long Range T280 provides deployment options like no other 60GHz radios, with the inherent capacity of the Terragraph links. A choice of 0.5ft, 1ft or 2ft antenna allows choosing the perfect solution for the most challenging long-distance links, while allowing installation on roof tops, or on street furniture with its compact streamlined reflector antenna.

Flexibility for Demanding Applications

The MultiHaul™ TG LR Terminal Units operate over the millimeter wave spectrum, with a range of reflector antennas. This confers several advantages including multi-gigabit capacity in dense deployments. With 3 ports, RJ-45 up to 5GE or fiber up to 10Gbps, a multitude of service deliveries and interfaces can be realized to meet the need of any demanding application.

Always-On Mission Critical Networks

When you can't afford to lose a video stream, critical safe city sensor data or any other mission critical data, you need a wireless network that's as reliable and secure as fiber. With maximal immunity to interference and hacker-proof links with embedded AES encryption, MultiHaul™ TG delivers a network you can count on. With the mesh topology there are built in redundant paths for traffic if an outage occurs in a given link.

Simple Integrated Future-safe Terminal Unit

Wireless infrastructure should be simple, and future proof. Organizations want to quickly deploy a single box across the target neighborhood, knowing that they have options to meet the interface requirements of any application. With a built-in software configured ethernet switch, PoE out up to 63W for collocated CPEs, cameras or other devices, plus fiber termination, the T280 Unit can address all your applications.

Fiber Quality with Wireless Flexibility

Siklu's millimeter wave radios successfully combine the capacity of fiber with the flexibility, speed of deployment and low TCO of wireless networks. That is what makes them the world's best-selling millimeter wave radios every year since 2011. They provide rock solid performance, even in very dense networks or under severe weather conditions, in thousands of networks around the globe.

Highly Secure and Physically Immune Beams

The narrow beamwidth confers several advantages including immunity to interference and network jamming. In contrast to wide-beam wireless systems that need to use multiple strategies to perform in dense areas. Multiple subscribers and services can be connected with complete isolation based on physical port, VLAN ID and/or a Terminal Unit (in PtMP mode).

Ready Set Go

With auto-connect no laptop or mobile device needed, the T280 allows plug and play deployment in a very short time. It fits right into the PtMP management model of the serving N366 in PtMP mode, or operates with a single pane of glass in PtP mode, both units on the same screen.

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MULTIHAUL™ TG LONG REACH TERMINAL UNIT T280

60GHz Long Range Terminal Unit Radio - specifications

The main specifications of the MultiHaul™ TG Long Range Units are outlined in the following table.

Topologies	Point to Point, Point to Multi-point, Daisy-chain, L2 SDN Mesh
Frequency & Duplexing	57-66GHz, TDD/TDMA, 4 channels.
Channel Bandwidth, Modulation & Adaptive Coding, TPC	2160MHz, BPSK to QAM16, up to 10 levels of hitless adaptive bandwidth, coding and modulation – boost gain by over 29dB. Automatic Transmit Power Control (ATPC), per link.
Radio OTA Rate (over the air) / Throughput	OTA up to 4,600Mbps (future SW release 9,200Mbps with channel bonding) / Throughput up to 3800 Mbps aggregate (future SW release up to 5,500 Mbps aggregate).
Antenna Options	0.5ft – 36dBi or 1ft – 42dBi, field installable / replaceable (FRU). Effective distances, capacity and availability can be calculated with Siklu Link Budget Calculator lbc.siklu.com
Transmit power	Up to +13dBm at the antenna port (note: transmit power is backed off above MCS9)
Interfaces (3 ports)	1x RJ-45 5G/2.5/1GbE with PoE-In, 1x RJ-45 1GbE with PoE-Out (up to 81W), 1x SFP+ 10GbE.
Ethernet Features	IEEE 802.1d transparent bridging, VLAN tagging and isolation, Provider bridge - VLAN stacking.
Security	AES 128-bits OTA, GUI over HTTPS, CLI over SSH, file transfer over SSH. IP-less operations.
Out of the Box	Factory configuration PtMP mode (N36x <> T280), Field configuration to PtP mode (T280 <> T280).
Management & Provisioning	In-band, Out-of-band management, Web GUI (one-pane configuration of local and remote units) & Embedded CLI, NETCONF, SNMP.
PoE-Out	1 port, 81W POE-Out (IEEE 802.3bt; * cable loss may affect power delivered to the PD).
Conformance	Radio: US FCC 47 CFR Part 15.255; EN 303 722, EMC: US FCC 47 CFR Part 15; EN 301 489, Safety: UL/IEC 62368-1; UL/IEC 60950-22.
Terragraph	Terragraph certified.
Power Supply	PoE-In (IEEE 802.3bt or passive), or 48V DC (via RJ-45 adaptor), 19W no POE-Out, up to 90W with up to 81W POE-Out.
Environmental	Operating Temperature: -49° ÷ +131°F (-45° ÷ +55°C); Ingress Protection Rating: IP67.
Dimensions	6.9 x 9 x 2.5 in. / 175 x 230 x 65 mm. (W x H x D), antenna not included.
Weight	4.4 lbs. / 2 Kg, antenna not included.
In the box	Terminal unit, all weather shell, grounding cable, quick start guide.
Accessories	External Antenna, Mounting Kit, Power Supply – not included. Optional accessories, not included: surge protector, SFP/SFP+.

Rev.F3

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LinkPower™ LPS3400ATMP-300-T1

Outdoor Layer 2+ Managed Gigabit PoE Network Switch with Gigabit Fiber Uplink







APPLICATIONS

- *Smart City*
- *Video Security Surveillances*
- *Campus Networks*
- *Wireless Service Networks*
- *Border Security Surveillance*
- *Municipal Networks*
- *Hospitality Networks*
- *Hotel Resort Networks*
- *Hotspot Integrations*
- *VOIP Services*
- *Traffic Monitoring*

The LinkPower™ LPS3400ATMP-300-T1 Layer 2+ 6-Port Managed Outdoor PoE (Power over Ethernet) IEEE802.3bt Switch offers 4-Port Gigabit PoE with 2 SFP Uplink Port Network Switch with dual power input redundancy with 120V~240AC and/or 48V DC. This is the industry first outdoor weatherproof industrial igabit Ethernet switch that delivers data and high power DC, i.e., up to 95W Type 4 per PoE port, over one single network cable protected with an IP68 compliant weatherproof enclosure, and the total system power is 300W. The outdoor weatherproof rating of the systems is strictly based on how the top cover is closed. For the hinged cover without the four top cover screws, the outdoor weatherproof rating is IP66 and, otherwise, the outdoor rating is IP68 with the four top cover screws securely closed with the enclosure.

The LPS3400ATMP-300-T1 Outdoor Layer 2+ Managed Gigabit PoE Swtich is designed for industrial and commercial applications, e.g., high performance video surveillance, high bandwidth wireless mesh, carrier wifi installations, and etc. The terminal equipment, i.e., powered devices, such as weather-proof high power IP camera, high performance wireless AP and industrial IP telephony. With the two port Gigabit fiber ports, it can transfer data up to a distance of 120Km from SFP fiber port to a remote control center and the systems is also offer with powerful anti-electromagnetic interference feature. Additionally, the LPS3400ATMP-300-T1 Layer 2+ Managed Gigabit PoE Series is designed for harsh outdoor environments with features such as a wide working temperature range from -30ºC to +70ºC and 3KV Ethernet port surge protection that can ensure the reliability of the uninterrupted PoE network operations. The LPS3400ATMP-300-T1 Outdoor Gigabit PoE Switch is a Managed network switch with Link Aggregation, VLAN, Trunking, SNMP, and QoS technology to meet the accelerating demand for powering the most demanding outdoor PoE devices. The LPS3400ATMP-300-T1 Gigabit PoE Switch provide LED displays internally that show device status for easy power management and troubleshooting. The PoE technology conveniently eliminates the need to install networked devices with multiple wires, such as Inscape Data's IP cameras and SB300/BR300, and B3000/BR3000 wireless products, thereby reducing equipment and installation costs. The LPS3400ATMP-T1 Gigabit PoE Switch offers the following key features:

- Dual Power Input Redundancy with 120V~240AC and/or 48V DC
- Compliant to IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.3ab, IEEE 802.3x,IEEE 802.1D, IEEE 802.3af, IEEE 802.1Q, IEEE 802.1p, IEEE802.1x, IEEE 802.1W, SNMP, IGMP standards
- Four 10/100/1000M self-sensing RJ45 port, support IEEE802.3bt Type 3 & Type 4 PoE power supply function
- Four gigabit SFP fiber ports are capable of high bandwidth and long distance transmission
- All ports support auto-flip (Auto MDI/MDIX)
- Each PoE port can provide power 60W and up to 95W
- Supply 95W PoE++ DC power for powered devices compatible with IEEE802.3af/at
- Port security, allows setting different security level on each port with password, 802.1x, IP&MAC address Guard, RADIUS, & TACACS+
- Support IEEE802.3x full duplex flow control and duplex back pressure flow control
- Two SFP fiber optic ports, support 2.5Gbps uplink network speed
- 8K MAC address table, 12Gbps backplane bandwidth
- Its 4.5KV network port surge protection can adapt to harsh outdoor environment
- Working temperature from -30˚C ~ +70˚C at full load
- Compatible with Port-based VLAN, IEEE 802.1Q VLAN and GVRP protocols, & Dynamic VLAN MAC Address Authentication
- Support authentication features including TACACS+, IEEE 802.1x, HTTPS and SSH, and MAC address port locking
- Support SNMP V1/V2c/V3 for different levels network management
- Adopt RMON to effectively improve network surveillance and forecasting capabilities Auto accident report through E-mail and the output of electric relay

** LinkPower LPS Outdoor PoE Series Products are protected under several of Inscape Data's U.S. Patents.

All above images were taken for the purpose of these explanations; actual images may differ. (10-16)

Model Description	Outdoor 6-Port Layer 2+ Gigabit Managed PoE Switch
Model Name	LPS3400ATMP-300-T1
Port Interface	4 * 10/100/1000 RJ45 Ports, 2 * Gigabit LC Optical Ports
Optical Transmission Distance	20KM, 1310nm
Forwarding Mode	Save and forwarding, link-speed forwarding (Frame Size Range: 64~1536)
Network Media	10BASE-T: UTP Cat 3, 4, 5（≤100 Meters） 100BASE-TX: UTP Cat 5/5e/6（≤100 Meters）
Performance Specification	Bandwidth: 12Gbps (non-blocking） Network Latency (100 to 100M bps): maximum delay less than 50 microseconds Packet forwarding rate: 8.93Mbps@64byts MAC address table: 8K MTBF: 539608 hours Support protection for over-current, over-voltage and reverse connection
Network Protocols and PoE Standards	IEEE 802.3i 10BASET IEEE 802.3u 100BASETX IEEE 802.3x Flow Control IEEE 802.3abt Type 3 60W & Type 4 95W
LED Indicator	Running Light: SYS, Interface Light: LINK, PoE
Power Supply	AC Input voltage: 120V ~ 240V AC DC Input voltage: 48V~57V Power Connector: 3-Pin AC & 4-Pin DC industrial terminal Block System Power : 300W Surge Protection: 6kv TP Port Surge Protection: 4.5Kv
Enclosure Dimension	LxWxH: (12 x 10 x 4 inch, 304.8 x 250.4 x 101.6 mm)
Working Environment	Working Temperature: -30～70℃ Storage Temperature: -40～85℃ Relative Humidity: 5%～95%, non-condensing Storage Humidity: 10%～95%, non-condensing Working Height: 3000M above sea level（10,000ft） Storage Height: 3000M above sea level（10,000ft）
Radiation	CE mark, commercial FCC Part 15 Class B
Certification	CE Mark ,Commercial CE/LVD FCC, RoHS、C-TICK, UL
Warranty	3 Years

PACKAGE CONTENTS

- LinkPower LPS3400ATMP-300-T1 Gigabit PoE Switch
- User's Manual
- Quick Install Guide
- 3-Year Warranty Information
- APCK0001 AC Power Cable Kit
- PFCK0001-3 Power & Fiber Connector Kit
- ECK0001-4 Ethernet Connector Kit
- WMK0001 Wall Mount Kit with 4 Flanges (Standard)
- MMK0001-L Pole Mount Kit (Optional)

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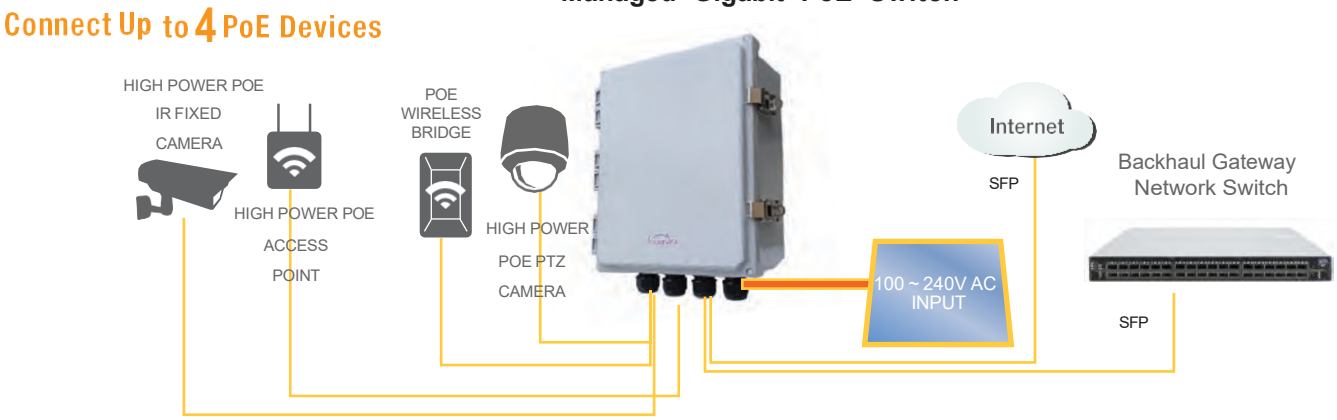
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Disclaimer: While every effort is made to ensure the information given is accurate, Inscape Data Corporation does not accept liability for any errors or mistakes which may arise. All specifications are subject to change without notice.

Layer 2+ Switching	
Spanning Tree Protocol (STP)	Standard Spanning Tree 802.1d Rapid Spanning Tree (RSTP) 802.1w
G.8032 ERPS	<50ms ring protection for industrial high reliable application
Aggregation	Link Aggregation Control Protocol (LACP) IEEE 802.3ad; Up to 7 groups ; Up to 14 ports per group
VLAN	Support up to 4K VLANs simultaneously (out of 4096 VLAN IDs) ; Port-based VLAN; 802.1Q tag-based VLAN, GVRP, Dynamic VLAN MAC Address Authentication
IGMP v1/v2 snooping	IGMP limits bandwidth-intensive multicast traffic to only the requesters; supports 1024 multicast groups (source-specific multicasting is not supported)
Security	
Secure Shell (SSH) Protocol	SSH secures Telnet traffic in and out the switch, SSH v1 and v2 are supported
Secure Sockets Layer (SSL), HTTPS	SSL encrypts the http traffic, allowing advance secure access to the browser-based management GUI in the switch
Port Security	Locks MAC Addresses to ports, and limits the number of learned MAC addresses
DHCP Snooping	prevent unauthorized configuration and use of IP addresses, while providing support for IP Source Guard and ARP detection
IP Source Guard	Prevents datagram with spoofed addresses from being in the network
ARP Inspection	Prevent ARP spoofing attacks and ARP
Storm control	Prevents traffic on a LAN from being disrupted by a broadcast, multicast, or unicast storm on a port
ACLs	Support for up to 256 entries; Drop or rate limitation based on source and destination MAC, VLAN ID or IP address, protocol, port, differentiated services code point (DSCP) / IP precedence, TCP/ UDP source and destination ports, 802.1p priority, Ethernet type, Internet Control Message Protocol (ICMP) packets, IGMP packets, TCP flag
Quality of Service	
Hardware	Support 8 hardware queues
Scheduling	8 COS (Class of Service) queues per port support strict priority and weighted round-robin (WRR)
Classification	Port based; 802.1p (PCP) VLAN priority based;
Rate Limiting	Ingress policer; egress shaping and rate control; per VLAN,per port and flow based
Management	**(Web/ SSL, Telnet/ SSH, ping, Trivial File Transfer Protocol (TFTP), SNMP, Syslog)**
Web GUI interface	Built-in switch configuration utility for browser-based device configuration (HTTP/HTTPs). Supports configuration, system dashboard, maintenance, and monitoring
Dual Image	Dual image provides independent primary and secondary OS files for backup while upgrading
Firmware upgrade	Web browser upgrade (HTTP/ HTTPs) and TFTP; Upgrade through console port as well
Port mirroring	Traffic on a port can be mirrored to another port for analysis with a network analyzer or RMON probe. Up to **N-1 (N is Switch's Ports)** ports can be mirrored to single destination port. A single session is supported.
Other management	Single IP management; HTTP/HTTPs; SSH; RADIUS; TACACS+, DHCP Client; SNTP; cable diagnostics; ping; syslog; Telnet client (SSH secure support)

SYSTEM CONFIGURATION

LinkPower™ LPS3400ATMP-300-T1
Managed Gigabit PoE Switch



STANDARD ACCESSORIES

ECK0001-2
Ethernet Connector Kit



WMK0001
Wall Mounting Kit



APCK0001
AC Power Cord Kit



OPTIONAL ACCESSORIES

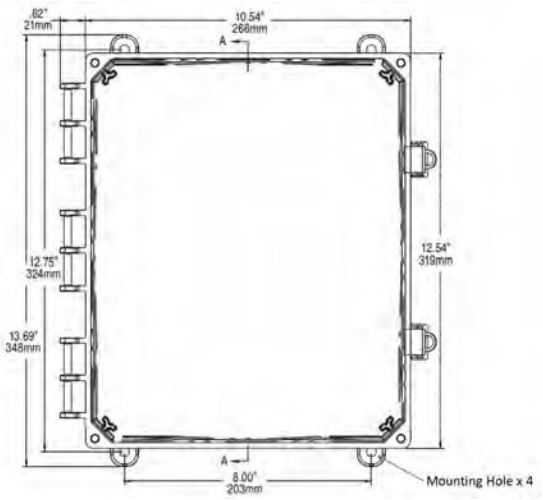
MMK0001-L Mast Mounting Kit
(For Pole Diameter from 2" to 4.5")

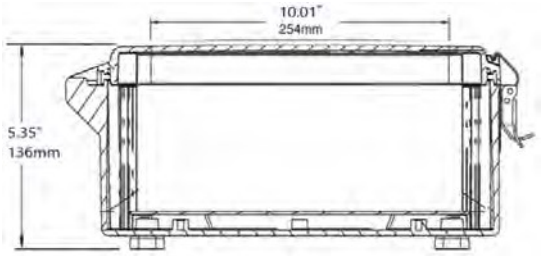


WPCK0001-3-4
DC Power Cord Kit



ENCLOSURE DRAWINS & INTERFACES







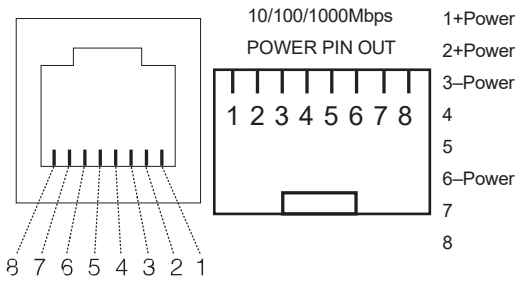
10"x5"x4" (WxLxH) Internal

(Hotel) Space for Wiring Storage



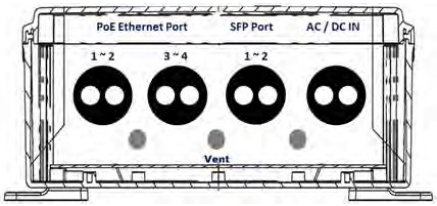
Pole Mount View

ELECTRICAL PIN OUT DIAGRAM



PD and PSE Eight-Pin RJ45 Modular Jack

LPS3400ATMP-T1 Connector Interfaces



To Use Conduit Connectors, the Diameter of Hole Size is 1.0 Inch

1. Weatherproof PoE Connector (1~4)
2. Weatherproof SFP Cable Connector (1~2)
3. Weatherproof AC / DC Power Cable Connector
4. Vent Plug

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LinkPower™ PIS2095 95W 10/100/1000Mbps 2-Port Gigabit PoE Injector

Inscape Data's LinkPower™ PIS2095 two port 10/100/1000M PoE (Power over Ethernet) Injector is a Gigabit high power 95W DC PoE injector, and it is designed with Texas Instruments's latest TPS23881 chipset and supports IEEE802.3bt high power standard and is backward compatible with IEEE 802.3af/IEEE802.3at standards. The maximum output power is 100W, and the total system power is 100.8W. There are two RJ45 network ports, and one of which is used as an uplink port to a switch or to another network device. Another network port is the PoE port that integrated PoE power output and network data. The high power DC output simplifies the overall installation by eliminating the need for a power cord, such as, high power network dome cameras or other high power IP devices.

Key Features & Benefits

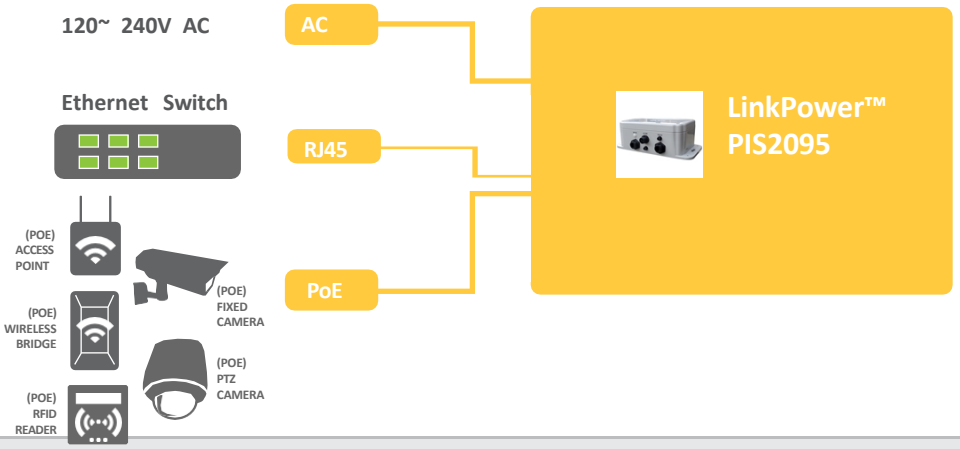
- Supply power to 5 classes network surveillance cameras
- 2x 10/100/1000 Mbps RJ45 ports
- Support network port, lightning-proof power input port (the secondary lightning protection)
- PoE power supply type is four line pairs of twisted pair, the positive power supply side is 1/2 or 4/5 line pair, and the negative power supply side is 3/6 o 7/8 line pair
- Support LT PoE++ high power standard compatible with IEEE802.3af/ IEEE802.3at standard
- Single port PoE output power is 95W, output voltage is 47.04~50.4V , and the total power is 100.8W
- No fans, natural cooling, small and exquisite, no noise design, suitable for outdoor installation
- IP67* Compliant Rating And Water Tigh Connectors Based On Patent Pending Technology
- External LEDs - Highly Visible LED Indicator for Ethernet Link, PoE Power, System Power, & AC Output Port.

* When used with the included watertight connector kit

Applications

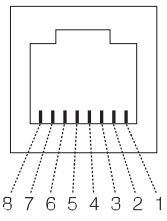
- *Smart City*
- *IP Video Surveillance*
- *Campus Network*
- *Wireless Mesh Network*
- *Border Security Surveillance*
- *Municipal Network*
- *Energy & Refineries*
- *Hospitality Network*
- *Hotel Resort Network*
- *Hotspot Integration*
- *VOIP Service*
- *Traffic Monitoring*

System Configurations



[1]Voltage Status can be 12V DC, 24V DC, 48V DC, or 802.3af depending on the models.
All above images were taken for the purpose of these explanations; actual images may differ. (03/2010-T)

Product Name	10/100/1000M 95W Two Port PoE Injector
Product Model	PIS2095
Connector Type	2x 10/100/1000M copper cable RJ45 ports, 1x Data input port, 1x PoE output port
PoE Power Supply Type	PoE power supply is four line pairs of twisted pair, the positive power supply side is 1/2 or 4/5 line pair, the negative power supply side is 3/6 or 7/8 line pair
Network Medium	10BASE-T: 5 class UTP(≤100m）
	100BASE-TX: 5 class or more UTP(≤100m）
	1000BASE-TX: 5 class or more UTP (≤100m）
Performance Specifications	PoE output voltage: 48.0~50.4V
	Working Speed:10/100/1000Mbps
	Network Port Protection: meet the IEC61000-4-2(ESD)
	MTBF: 100,000 hours
Network Protocols and Standards	IEEE 802.3i 10BASET
	IEEE 802.3u 100BASETX
	IEEE 802.3x Flow Control
	IEEE 802.1ab 1000BASET
	IEEE 802.3af DTE Power via MDI
	Support LT PoE++ high power PoE standard, compatible with IEEE 802.3af/ IEEE 802.3at standard
LEDs Indicator	PoE working status
Power	Total system power: 100.8W
	PoE output power: 95W
	Input Voltage: 120V ~240V AC, Output Voltage: 48.0 - 50.4V DC
Dimension/Weight	LxWxH: 193.80mm x 117.60mm x 78.49mm (7.63x4.63x3.09 inch) / 4LB / 1.8kg
Working Environment	Working Temperature: -30°～70°C, Storage Temperature: -20°～ 75°C
	Working Humidity: 10% ～ 90%, non-condensing, Storage humidity:10% ～95%, non-condensing, Weatherproof to IP67 Compliance
Safety & EMC	CE mark, commercial, FCC Part 15 Class B, RoHS UL60950-1, TUV EN60950-1 Approved
Warranty	3-year warranty



PD and PSE Eight-Pin RJ45 Modular Jack

	PSE Pinout		PD Pinout	
RJ45 Conductor Pin#	802.3af Mode A	802.3af Mode B/ Passive PoE*	802.3af Mode A	802.3af Mode B/ Passive PoE*
1	Rx, V+	Rx	TX+, V+	TX+
2	Rx, V+	Rx	TX-, V+	TX-
3	Tx, V-	Tx	RX+, V-	RX+
4	Spare	V+		V+
5	Spare	V+		V+
6	Tx, V-	Tx	RX-, V-	RX-
7	Spare	V-		V-
8	Spare	V-		V-

PACKAGE CONTENTS

- **PIS2095** (1)
- WECK0001 Waterproof Ethernet Connector Kit (1)
- WPCK0001 Waterproof Power Cord Kit (1)
- User Manual (1)
- 3-Year Warranty Sheet (1)
- MMK0001-XS Pole Mount Kit (1) (Optional)

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Who We Are

- Founded in 1952
- Headquartered in Milan, Italy
- 25 offices worldwide
- USA headquarters in Dallas, TX
- 1500+ employees
- 280,000+ radios shipped last 3 years
- Company owned factory
- Excellent list of Tier1 reference customers
- SM Optics – purchased optical BU of ALU
- Established, well-funded company who will be here for the long haul

Key Differentiators

- Complete portfolio of microwave and millimeter wave backhaul solutions from 6 to 80 GHz including NMS
- 100 Mbps to 20 Gbps data rates
- Excellent Quality Products, ISO9001:2008
- High MTBF – up to 147 years
- USA based pre- and post- sales support
- Rapid delivery – established distributors
- Centralized SIAE warehouse with stock
- Excellent channel partner program
- Design & Turnkey services

Vertical Markets

- Mobile / Cellular Operators
- Public Telephone Operators (PTO/PTT)
- Service Providers (Tier II and Tier III)
- Local Exchange Carriers (CLEC, ILEC)
- Wireless Service Providers (WISPs)
- Industrial (utilities, oil & gas)
- Transportation (railroads, highways)
- Government (local, state, municipal)
- Schools (Universities, K-12)
- Private Network Expansion (WLAN)
- Fiber Replacement for fast ROI



ALFOPlus2



ALFOPlus1



ALFOPlus



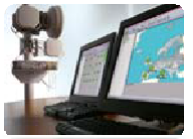
AGS20



ALFOPlus80HDX



ALFOPlus80



NMS

Compression

	Frequency	Type	Max Capacity	Modulation	# of Carriers	# of Ports	Power	Encryption	
ALFOPlus2	6L, 6U, 11, 18, 23	All-Outdoor	2 Gbps	4096QAM	Two	4x GbE	-48V or PoE	128/256 AES	PHC – yes
ALFOPlus1	6L, 6U	All-Outdoor	500 Mbps	4096QAM	One	4x GbE	-48V or PoE	128/256 AES	PHC – yes
ALFOPlus	11, 18, 23	All-Outdoor	500 Mbps	1024QAM	One	2x GbE	-48V or PoE	No	PHC – yes
AGS20	6L, 11, 18, 23	Split-mount	500 Mbps x4	2048QAM	Up to Four	10x GbE	-48V	128/256 AES	PHC – yes
ALFOPlus80HDX	70/80	All-Outdoor	10 Gbps	256QAM	One	2x10GbE, 2xGbE	-48V or PoE	128/256 AES	No

ALFOPlus80HD	70/80	All-Outdoor	2 Gbps	64QAM	One	2x GbE	-48V or PoE	128/256 AES	No



Introducing . . . GIGABIT 1

Large portions of both developed and especially developing economies remain underserved in an ongoing pandemic that makes real broadband more essential than ever. Copper-based fixed access networks are increasingly exhausted. Efforts to improve supply with fiber have been throttled by prohibitively high costs and installation complications. Wireless alternatives continue to fail in the face of the significant technical challenges in gigabit-class fixed access, including pervasive obstructions, spectrum scarcity, interference, changing conditions, and unworkable deployment models.

Tarana innovation has solved all these problems. Our software-defined Gigabit 1 system (G1) is powered by the results of more than ten years of focused R&D, and crafted from its custom silicon up to its cloud-based service automation with a completely fresh approach to fixed wireless. Extensively validated by tier-1 operators and in mass-scale deployment now, our fundamental advances in multi-radio performance completely transform the economics of delivering gigabit-class access.

Fast broadband
is more essential than ever.

Getting it to the home is hard.

We've made it easy.

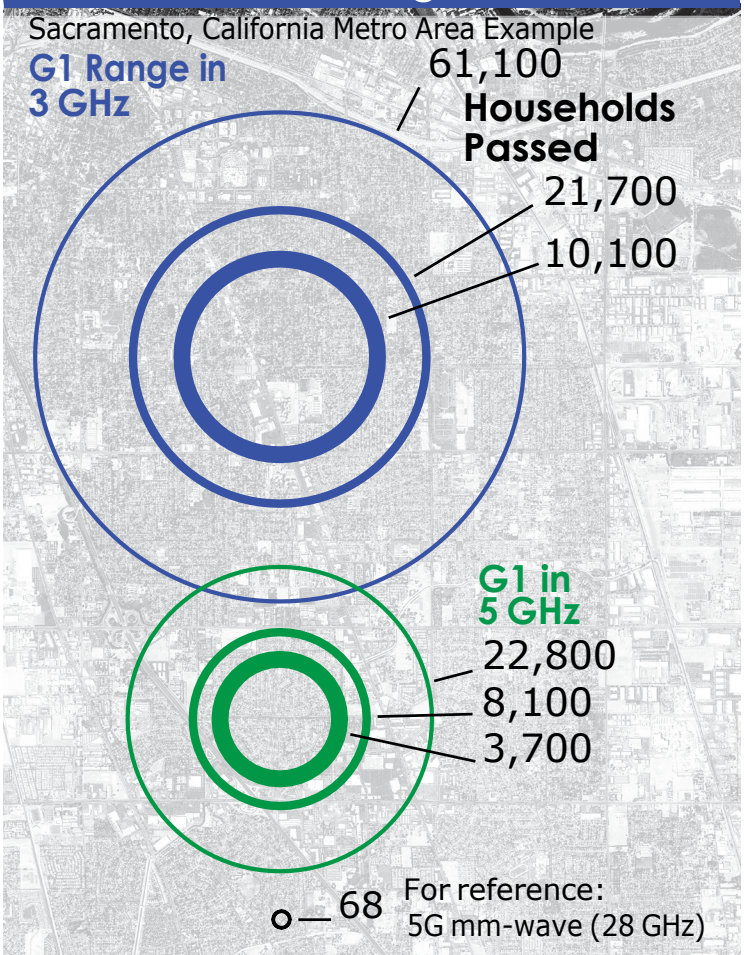
- Fiber quality
- in free, unlicensed spectrum
- at massive scale

TARANA

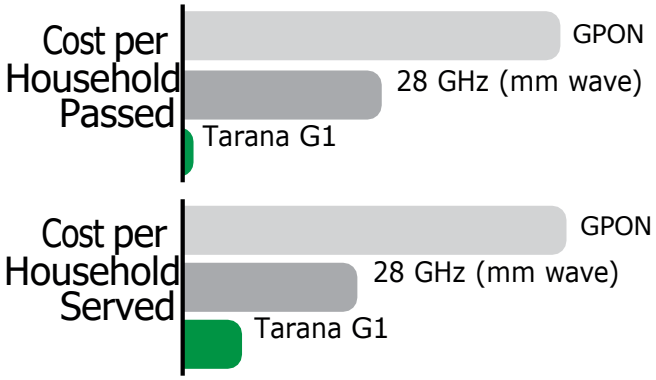
A whole new approach to broadband



Residential Coverage



Network Economics

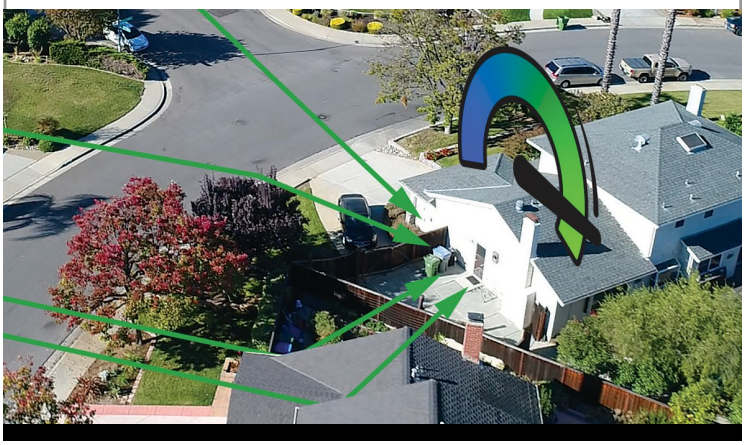


Unprecedented residential non-line-of-sight coverage and massive capacity per site fuel dramatic improvements in network economics



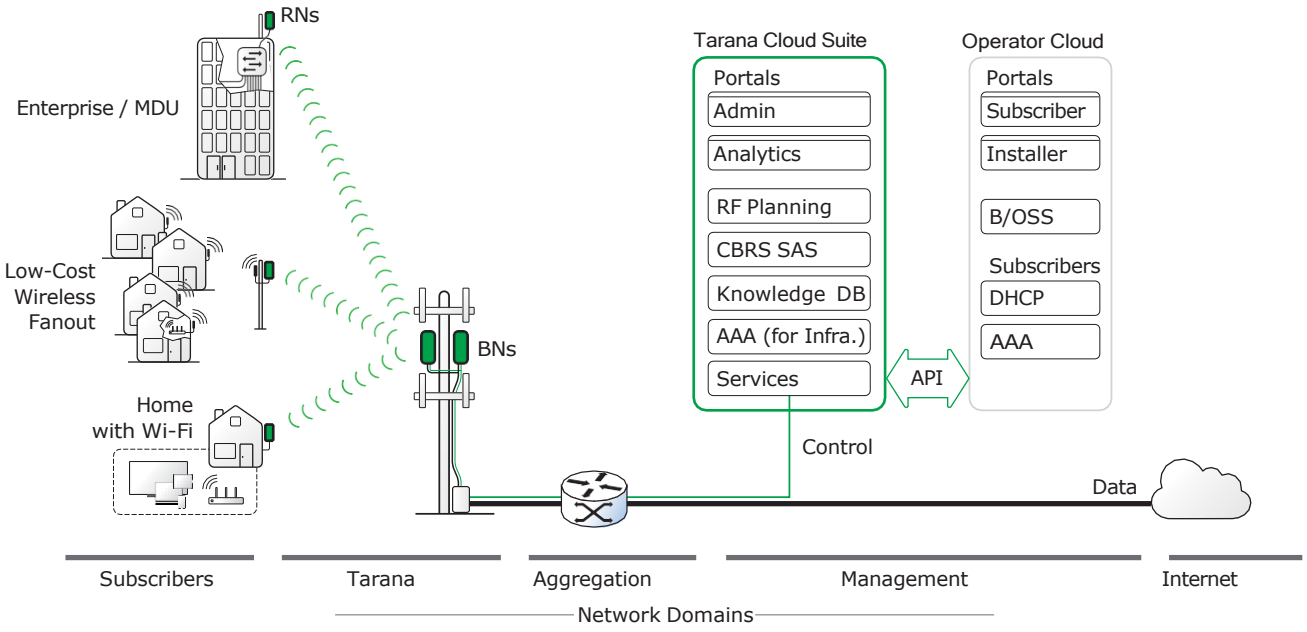
G1 Highlights

- Up to 800 Mbps aggregate throughput per link
- Up to 9.6 Gbps capacity / site / 80 MHz channel (using free, unlicensed spectrum)
- 1024 users / site (256 / sector)
- Industry-first complete cancellation of unlicensed-band interference
- 3 or 5 GHz
- Cellular deployment model
- Suburban full-NLoS range to 1.5 km, rural nLoS to 3 km, LoS to 30+ km
- Compact, integrated base node and low-cost residential node
- Enhanced TR101 Broadband Forum network architecture
- Comprehensive cloud suite for planning, zero-touch config, monitoring, SDN management, and support automation
- Software-defined radios, enabling automated, cloud-managed performance upgrades





A simple IP-based network architecture, supported by the Tarana Cloud Suite, enables multiple subscriber access models for highly cost-efficient residential, SMB, and enterprise service



The Tarana Cloud Suite powers efficient network planning, zero-touch provisioning, SDN management, and support automation — featuring…

Subscriber Service Activation	API support for zero-touch deployment configuration, with minimal to no changes on directly connected infrastructure Infrastructure authentication QoS management Speed test tools
Management and Maintenance	24x7x365 KPI monitoring and management, including long-term historic data Fault logging, correction, and reporting Firmware and configuration management automation with pre-provisioning support Operator and installer portals
Radio and Network Planning Integration (US only, requires HH data)	Spectrum management — CBRS SAS domain proxy Coverage footprint prediction (heatmap in Google Earth) and capacity of each cell or sector Cell densification analysis Household-level service-level estimation to help sales and business teams identify and target customers
Fault Management and Network Analytics	Alarms and historic events with e-mail alerts User-defined threshold-based alerts Alarm Correlation, Capacity Expansion, Anomaly Detection
REST API for Carrier System Integration	Performance management KPIs, device inventory, and network topology Subscriber provisioning and billing integration Geo-mapping information End-user login and management with role-based access



Tarana G1 System Specifications



Radio Network Elements		
Topology		
Maximum # of Users	Per BN	
	Per Site (4 BN	
Channel Bandwidth	BN	
	RN	
Aggregate Throughput (UL + DL)	Per Link	
	Per BN	
	Per Site (4 BN	
Duplexing		
Downlink/ Uplink Ratio		
Modulation		
MIMO Streams Per Link		
MU-MIMO Streams at Aggregation Point		
Spectral Efficiency		
Range (full rate, frequency dependent)	NLoS	
	nLoS	
	LoS	
Recommended Frequency Reuse Factor		
Form Factor	BN	
	RN	
Beamforming		
Interference Management		
Scheduler		
Frequency Support		5.150-5.250 GHz (FCC)
		5.725-5.850 GHz (FCC)
Latency (1-way avg)		< 5 msec
ACM		Hitless automatic modulation rate control
Management / Control Plane Security		Certificate, HTTPS
Data Plane Security	RF Link Encryption	AES-128
Compliance		FCC C.F.R 47, Part 15, Part 96
Safety		IEC 6236801, IEC 60529
Tarana Cloud Suite		Scalable microservices-based multi-tenant network management
		Zero-touch provisioning and control of radios with streaming telemetry
		Firmware and configuration management
		24x7x365 KPI monitoring and management
		Fault management and historical events
		Network Analytics
		SAS-Domain Proxy
		Northbound Rest-API for Customer and operator portal (B/OSS)
Interfaces	BN	Dual 10 Gbps SFP+ data interfaces. Additional 1 Gbps mgmt Ethernet interface. 48V DC Power
	RN	1 Gbps Ethernet interface, with PoE support
HxWxD (inches)	BN	16.6x21.2x4.7
	RN	11x12.5x3
Weight (lb.)	BN	38
	RN	7
Power Consumption (Typical)	BN	275W
	RN	35W
Mounting	BN	Saddle clamp for pole mount (2-3/8" - 5" OD)
	RN	Band clamp for pole mount (1.5"-2.5" OD)

Specifications subject to change without notice.

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6. Pricing

No	Product Description	Material	Labor	Total Unit Price	Pricing Notes
	PTMP Unit Pricing				
1	Terragraph 60GHz Distribution Node Installed	$ 2,900.00	$ 2,575.00	$ 5,475.00	Includes Terragraph Distribution Node, Mounting Bracket, Outdoor Rated POE Switch, Photocell Power Cable, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
2	Terragraph 60GHz Client Node (1Gbps) - Installed on a Street Light or Building	$ 900.00	$ 1,250.00	$ 2,150.00	Includes Radio/Subsriber Unit/CPE, Mounting Bracket, Outdoor Rated POE Injector, Photocell Power Cable, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, or Electrical Work). Assumes location is a street light or utility pole and is bucket truck accessible.
3	5GHz Unlicensed BSU (1Gbps) - Installed	$ 2,675.00	$ 2,575.00	$ 5,250.00	Includes Radio/Base Station Unit, Mounting Bracket, Outdoor Rated POE Switch, Photocell Power Cable, Installation (Does not include conduit, NEMA Enclosure, Electrical Work, or Tower Work). Assumes location is roof top or bucket truck accessible.
4	5GHz Unlicensed SU (500Mbps) - Installed on a Street Light or Traffic Signal	$ 650.00	$ 1,250.00	$ 1,900.00	Includes Radio/Subsriber Unit/CPE, Mounting Bracket, Outdoor Rated POE Injector, Photocell Power Cable, Surge Protection, Installation (Does not include conduit, NEMA Enclosure, or Electrical Work). Assumes location is a street light or utility pole and is bucket truck accessible.
5	Massive MIMO 5GHz Unlicensed BSU (2.4Gbps) - Tower Installed	$ 20,500.00	$ 4,000.00	$ 24,500.00	Includes Radio/Base Node, Tower Mounting Bracket, Fiber Cabling, DC Power Cabling, Installation (Does not include conduit, Sled, NEMA Enclosure, or Electrical Work). Assumes location is Tower Mounted.
6	Massive MIMO 5GHz Unlicensed SU (800Mbps) - Installed on a Street Light or Traffic Signal	$ 1,500.00	$ 2,000.00	$ 3,500.00	Includes Radio/Subsriber Unit/CPE, Mounting Bracket, Outdoor Rated POE Injector, Photocell Power Cable, Surge Protection, Installation, 1YR Subscription (Does not include conduit, NEMA Enclosure, or Electrical Work). Assumes location is a street light or utility pole and is bucket truck accessible.
	PTP - Licensed and Unlicensed Unit Pricing				

7	Licensed 11/18GHz PTP Link (Up to 1Gbps) - Installed	$ 23,000.00	$ 7,000.00	$ 30,000.00	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat6 Cable, Tower Mounts, License Registration, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
8	Unlicensed 24GHz or 60GHz PTP Link (Up to 1Gbps) - Installed	$ 6,000.00	$ 4,000.00	$ 10,000.00	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat6 Cable, Tower Mounts, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
9	Unlicensed 5GHz 1Gbps PTP Link	$ 2,500.00	$ 4,000.00	$ 6,500.00	Includes 2 Radios, Antennas, Power supplies, Surge Protection, 250FT Cat6 Cable, Tower Mounts, Path Analysis and Installation (Does not include conduit, electrical work, switches, or NEMA Enclosures)
	Mesh Access Point Unit Pricing				
10	Pole Mounted Root AP Location (High Capacity 4x4+ AP) - Installed	$ 3,400.00	$ 1,750.00	$ 5,150.00	Includes Root Mesh AP, Outdoor POE Switch, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation
11	Pole Mounted Mesh AP Location (High Capacity 4x4+ AP) - Installed	$ 2,400.00	$ 1,500.00	$ 3,900.00	Includes Mesh AP, Outdoor POE Injector, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation
12	Pole Mounted Root AP Location (2x2 MIMO or comparable) - Installed	$ 2,000.00	$ 1,750.00	$ 3,750.00	Includes Root Mesh AP, Outdoor POE Switch, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation
13	Pole Mounted Mesh AP Location (2x2 MIMO or comparable) - Installed	$ 1,250.00	$ 1,500.00	$ 2,750.00	Includes Mesh AP, Outdoor POE Injector, Surge Protection, Photocell Power Cable, Mounting Brackets, AP License, Installation
	Other Unit Pricing Items				
14	Mesh AP Cloud Control and Support - 1 Year 8x5xNBD Licensed or Unlicensed PTP/PTMP		$ 225.00	$ 225.00	Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties.
15a	Support - 1 YR (Does not include responses to PCN requests) - 1 to 10 Radios Supported		$ 450.00	$ 450.00	Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties. Does not include responses to PCN requests.

15b	8x5xNBD Licensed or Unlicensed PTP/PTMP Support - 1 YR (Does not include responses to PCN requests) - 11+ Radios Supported		$ 360.00	$ 360.00		Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties. Does not include responses to PCN requests.
16a	24x7x4 Licensed or Unlicensed PTP/PTMP Support - 1 YR (Does not include responses to PCN requests) - 1 to 10 Radios Supported		$ 750.00	$ 750.00		Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties. Does not include responses to PCN requests.
16b	24x7x4 Licensed or Unlicensed PTP/PTMP Support - 1 YR (Does not include responses to PCN requests) - 11+ Radios Supported		$ 600.00	$ 600.00		Per Device - Network monitoring, optimization and Truck Roll services required for maintenance related services. Does not include move, add, change work, or manufacturer extended warranties. Does not include responses to PCN requests.
17	Nokia Hardware - Percent Off List	30%			30%	Percent off list price for all Nokia Hardware
18	Nokia Support - Percent Off List	0%			0%	Percent off list price for all Nokia Support
19	Siklu Hardware - Percent Off List	15%			15%	Percent off list price for all Siklu Hardware
20	Siklu Support - Percent Off List	0%			0%	Percent off list price for all Siklu Support
21	Cambium Hardware - Percent Off List	10%			10%	Percent off list price for all Cambium Hardware
22	Cambium Support - Percent Off List	0%			0%	Percent off list price for all Cambium Support
23	Tarana Hardware - Percent Off List	5%			5%	Percent off list price for all Tarana Hardware
24	Tarana Subscription/Support - Percent Off List	0%			0%	Percent off list price for all Tarana Subscriptions/support
25	Ruckus Hardware - Percent Off List	35%			35%	Percent off list price for all Ruckus Hardware
26	Ruckus Support - Percent Off List	0%			0%	Percent off list price for all Ruckus Support
27	Celona Hardware - Percent Off List	15%			15%	Percent off list price for all Celona Hardware
28		15%			15%	
29	SIAE Hardware - Percent Off List	15%	$ 165.00	$ 165.00	15%	
30	SIAE Support - Percent Off List	0%			0%	
31	Wireless Appurtenant Equipment or Subcontractor - Cost plus					
32	Senior RF/Network Engineer Hourly Rate		$ 200.00	$ 200.00		
33	Project Manager Hourly Rate					

Percent off list price for all Ruckus Hardware
Percent off list price for all Ruckus Support

20%	20%	20%	Cost plus 20%

Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.

Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.

34	RF/Installation Technician Hourly Rate	$ 105.00	$ 105.00	Does not include Travel or Expenses. Rates may be reduced based on quantity of hours.
35	Tower Work Upcharge (if required)	$ 2,500.00	$ 2,500.00	Two Man Crew Per Day

The following pricing notes apply:

1 Site Acquisition Services are not included in install estimates. If required, hourly rates of $250/hr for Site Acquisition services will apply.
2 PE Stamped drawings are not included.
3 Zoning, permitting or environmental services are not included.
4 RF/Network Design, Survey, Modeling, etc are NOT included in Unit Install Pricing.
5 Equipment Configuration and Testing is included in Unit Install Pricing.
6 Pricing listed is subject to a mutually agreeable contract between SmartWave and Client.
7 If not mentioned in the line item, all wireless solutions assume the customer provided switch/router is the demarcation point
8 Sales Tax is not included in Unit Pricing.
9 Costs associated with Bonds and Permits are not included in the price.
10 Labor Rates quoted are subject to a COLA adjustment each year upon renewal.

Explanation of the Menu of Pricing - The menu of pricing is meant to provide the costs of adding different wireless components to an existing network. The pricing is not priced to provide support for a new application or any changes in the core network. There would be additional costs associated with those tasks.

Pole Installations

Point of Demarcation
- Power is a standard 110-480V photocell within 20 feet of the Radio/GW/P2P/P2MP Link.

Inclusions
- The price includes all of the material, configuration, installation, and testing basic functionality of the network connection.
- Basic coordination with the organizations to get IP/SSID/VLAN/Mgt information, update configuration documents, set up warranty, and/or monitor the device through the NOC.

Exclusions
- Right to install (excludes any additionally required drawings, approvals, or permits for a new site)
- Any special non-standard mounting brackets or other obstacles that would prevent a typical installation
- Tower work requiring certified tower climbers

Building Installations

Point of Demarcation
- For building mounted mesh nodes, it's assumed a 110 standard AC plug is within 100 feet of the radio installation point, and a pre-configured Ethernet port within 100 feet of the radio installation point

Inclusions
- The price includes all of the material, configuration, installation, and testing basic functionality of the network connection.
- Basic coordination with the organizations to get IP/SSID/VLAN/Mgt information, update configuration documents, set up warranty, and/or monitor the device through the NOC.

Exclusions
- Right to install (excludes any additionally required PE stamped drawings, approvals, or permits for a new site)

- Special non-standard mounting brackets, new roof penetration, or other obstacles that would prevent a typical installation

7. Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Yates, LLC
2800 Century Parkway NE
Suite 300
Atlanta GA 30345

CONTACT NAME:
PHONE (A/C, No, Ext): 404-633-4321 **FAX (A/C, No):** 404-633-1312
E-MAIL ADDRESS: certs@yatesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hanover American Insurance Company	36064
INSURER B : The Hanover Insurance Company	22292
INSURER C : Allmerica Financial Benefit Insurance Company	41840
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SMARTE01-C
SmartWave Technologies, LLC
2662 Holcomb Bridge Rd. Ste 340
Alpharetta GA 30022

COVERAGES **CERTIFICATE NUMBER:** 753350547 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY | X | PRO-JECT | LOC OTHER:			ZZAJ53055700	8/27/2023	8/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY | SCHEDULED AUTOS X HIRED AUTOS ONLY | X NON-OWNED AUTOS ONLY X HA Phys Dmg			AWAJ53080500	8/27/2023	8/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** | X OCCUR **EXCESS LIAB** | CLAIMS-MADE DED | X | RETENTION $ -0-			UHAJ53056400	8/27/2023	8/27/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W2AJ48940800	8/27/2023	8/27/2024	X PER STATUTE | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C A A	Business Auto - Any Auto Employee Theft (incl ERISA) Leased/Rented Equipment			AWAJ53080500 ZZAJ53055700 ZZAJ53055700	8/27/2023 8/27/2023 8/27/2023	8/27/2024 8/27/2024 8/27/2024	Comp Ded $1,000 $1,000 Ded $1,000 Ded	Coll Ded $1,000 $250,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B	Cyber Liability / E&O Liability	LHAJ5334900	8/27/2023 - 8/27/2024	$10,000 Retention	$5,000,000
A	Business Personal Prop	ZZAJ53055700	8/27/2023 - 8/27/2024	$1,000 Ded	$380,000

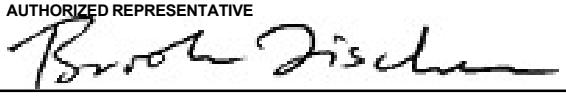
See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of Tucson
255 W Alameda, 6th Floor
Tucson AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: SMARTE01-C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Yates, LLC	SmartWave Technologies, LLC 2662 Holcomb Bridge Rd. Ste 340 Alpharetta GA 30022
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Automobile Liability and Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability and Automobile Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability. Per Project Aggregate applies to the General Liability.

FORMS:
421-2915 0615 - Commercial General Liability Broadening Endorsement
421-2926 0615 - Commercial General Liability Enhancement Endorsement - Technology
421-3635 0716 - Aggregate Limits of Insurance Per Project and Per Location With Cap
461-0155 (9-97) - Business Auto Coverage – Broadening Endorsement
461-0478 12 12 - Blanket Additional Insured – Primary and Non-Contributory
475-0003 12 14 - Schedule of Underlying Policies
475-0001 12/22 - Hanover Commercial Follow Form Excess And Umbrella Policy
475-0526 01/18 - Blanket Waiver of Transfer of Rights of Recovery Against Others To Us
WC00 0313 (Ed. 4-84) - Waiver of Our Right To Recover From Others Endorsement

RE: City of Tucson RFQ #240021 - JOC for Design, Installation and Maintenance of Point-to Point/Point-to-Multipoint Wireless Backhaul

Entities: City of Tucson the officers, officials, employees and volunteers

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured - Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments - Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

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b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I - COVERAGES, COVERAGE A - BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

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a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments - Extended Reporting Period

a. **SECTION I - COVERAGES, COVERAGE C - MEDICAL PAYMENTS,** Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C - MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II - WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT - TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured - Broad Form Vendors	Included
2.	Additional Insured - Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft - Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury - Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	$25,000
	- Aggregate Limit	$50,000
	- Deductible	$500
13.	Property Damage Legal Liability - Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured - Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This

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exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in sub-paragraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph **2.a.(1)**:

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

3. Aggregate Limit Per Location

a. SECTION III - LIMITS OF INSURANCE, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Paragraph **2. Exclusions,** subparagraph **g.:**

This exclusion does not apply to:

g. Aircraft, Auto or Watercraft

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

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5. **Alienated Premises**

   SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

   (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. **Broad Form Named Insured**

   If you are designated in the Declarations as anything other than an individual, then any organization:

   a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;

   b. That is not a partnership, joint venture or limited liability company; and

   c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

   Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

7. **Damage to Your Product**

   SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **k. Damage to Your Product** is replaced by the following:

   "Property damage" to "your product" if caused by any of the following:

   (1) Delay in, or failure to begin, complete or deliver, "your product";

   (2) Loss of market;

   (3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or

   (4) Wear or tear, or gradual deterioration.

   Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all "property damage" to "your product" arising out of any one "occurrence".

   Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

8. **Extended Property Damage**

   SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **a.** is replaced by the following:

   a. Expected or intended Injury

   Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

9. **Incidental Malpractice – Employed Nurses, EMT's and Paramedics**

   SECTION II - WHO IS AN INSURED, Paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

10. **Mobile Equipment Redefined**

    SECTION V – DEFINITIONS, Definition **12.** "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. **Personal Injury - Broad Form**

    a. **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **2. Exclusions,** subparagraph **e.** is deleted.

    b. **SECTION V - DEFINITIONS**, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

    b. Malicious prosecution or abuse of process.

    c. The following is added to **SECTION V – DEFINITIONS,** Definition **14.** "Personal and advertising injury":

    "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

    (1) Not done intentionally by or at the direction of:

    (a) The insured;

    (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

    (2) Not directly or indirectly related to an "employee", not to the employment,

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prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

12. Product Recall Expense

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **n.** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED,** Paragraph **3.**:

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE:**

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the

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Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. The following definitions are added to **SECTION V - DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

13. Property Damage Legal Liability - Broad Form

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a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n**. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. **SECTION III – LIMITS OF INSURANCE,** Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5**. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4**. **Other Insurance,** subparagraph **b. Excess Insurance**, item **(a)(ii)** is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

d. **SECTION V - DEFINITIONS,** Definition **9.** "Insured contract", Paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT AND PER LOCATION WITH CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Aggregate: $ 2,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to SECTION III – LIMITS OF INSURANCE, paragraph 2.:

The General Aggregate Limit applies separately to:

a. Construction projects away from premises owned or rented to you; and

b. Each "location" owned by or rented to you.

If the Schedule above is completed, however, a Policy Aggregate Limit applies. The most we will pay for the sum of all damages, except for damages included in the “products-completed operations hazard”, regardless of the number of insureds, claims made or “suits” brought, persons or organizations making claims or bringing “suits”, or “locations”, is the Policy Aggregate Limit identified in the Schedule above.

B. This endorsement does not apply to damages included in the “products-completed operations hazard”.

C. For the purposes of this endorsement, the following definition is added to SECTION V – DEFINITIONS:

1. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED

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BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE,** Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION** II - **LIABILITY COVERAGE,** Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION** II - **LIABILITY COVERAGE,** Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION** II - **LIABILITY COVERAGE,** B. **Exclusions**

Fellow Employee

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - **PHYSICAL DAMAGE COVERAGE.**

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION** III - **PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION** III - **PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph **3. Glass Breakage - Hitting a Bird or Animal - Falling Objects** or **Missiles:**

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph **4. Coverage Extension.** of **SECTION 111 - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy s expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION 111 - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessors actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION 111 - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy s expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered"auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION Ill - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. **AIRBAG COVERAGE**

SECTION Ill - **PHYSICAL DAMAGE COVERAGE, B. Exclusions,** paragraph **3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1.** or 2. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER** OF **SUBROGATION**

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To** Us, **SECTION IV - BUSINESS AUTO CONDITIONS, A.** Loss Conditions is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions,** paragraph **2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO -WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions,** paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part.

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

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SCHEDULE OF UNDERLYING POLICIES

Insured: SMARTWAVE TECHNOLOGIES LLC
Effective on and after 08/27/2023 12:01 A.M. Standard Time
This Schedule is part of Policy Number: UHA J530564 00

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE
(a) Carrier: HANOVER AMERICAN INSURANCE COMPANY Policy Number: ZZA J530557 00 Policy Period: 08/27/2023 TO 08/27/2024	Commercial General Liability ☐ Owned Autos ☐ Non-owned & Hired Autos	$1,000,000 Occurrence/ Each Claim $1,000,000 Personal Injury $1,000,000 Advertising Injury $2,000,000 General Aggregate $2,000,000 Product/Completed Operations Aggregate
(b) Carrier: ALLMERICA FINANCIAL BENEFITS Policy Number: AWA J550805 00 Policy Period: 08/27/2023 TO 08/27/2024	Comprehensive Automobile Liability including ☒ Owned Autos ☒ Non-Owned & Hired Autos	Bodily Injury and Property Damage Liability Combined: $1,000,000 Each Accident Bodily Injury $ Each Person $ Each Accident Property Damage: $ Each Accident
(b) Carrier: HANOVER INSURANCE COMPANY Policy Number: AHA J494149 00 Policy Period: 08/27/2023 TO 08/27/2024	Comprehensive Automobile Liability including ☒ Owned Autos ☒ Non-Owned & Hired Autos	Bodily Injury and Property Damage Liability Combined: $1,000,000 Each Accident Bodily Injury $ Each Person $ Each Accident Property Damage: $ Each Accident
(c) Carrier: Policy Number: Policy Period:	Garage Liability ☐ Dealers ☐ Service	Bodily Injury and Property Damage Liability Combined: Each Accident Garage Operations $ Auto Only $ Other than Auto Only $ Aggregate Garage Operations $ Other than Auto Only

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

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(d) Carrier: ALLMERICA FINANCIAL BENEFITS Policy Number: W2A J489408 00 Policy Period: 08/27/2023 TO 08/27/2024	Standard Workers' Compensation & Employers' Liability NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	Coverage B – Employers Liability Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury by Disease $1,000,000 Each Employee $1,000,000 Aggregate
(d) Carrier: ALLMERICA FINANCIAL BENEFITS Policy Number: WMA J530562 00 Policy Period: 08/27/2023 TO 08/27/2024	Standard Workers' Compensation & Employers' Liability NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	Coverage B – Employers Liability Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury by Disease $1,000,000 Each Employee $1,000,000 Aggregate
(e) Carrier: Policy Number: Policy Period:	Liquor Liability	$ Each Common Cause $ Other $ Aggregate $ Other
(f) Carrier: Policy Number: Policy Period:	Professional Liability	$ Each Occurrence $ Each Claim $ Other $ Aggregate $ Other
(g) Carrier: Policy Number: Policy Period:	Directors & Officers Liability	$ Each Occurrence $ Each Claim $ Other $ Aggregate $ Other
(h) Carrier: Policy Number: Policy Period:	Stop Gap Liability	Bodily Injury by Accident $ Each Accident Bodily Injury by Disease $ Each Employee $ Aggregate
(i) Carrier: Policy Number: Policy Period:	Abuse and Molestation	$ Each Occurrence $ Each Claim $ Other $ Aggregate

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(j) Carrier: Policy Number: Policy Period:	Foreign	$ $ $ $	Each Occurrence Each Claim Other Aggregate
(k) Carrier: Policy Number: Policy Period:	Employee Benefits Liability	$ $ $ $	Each Occurence Each Claim Other Aggregate
(l) Carrier: Policy Number: Policy Period:	Other	$ $ $ $	Each Occurrence Each Claim Other Aggregate

An “X” marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

Countersigned By:_____ Date:_____
Authorized Representative of the Company

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HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

TABLE OF REFERENCE

	Beginning on Page
I. INSURING AGREEMENTS	
1. Coverage A – Follow Form Excess Liability Insuring Agreement	**2**
2. Coverage B - Umbrella Liability Insuring Agreement	**2**
II. DEFENSE AND SETTLEMENT	
1. Coverage A – Follow Form Excess Liability Defense and Settlement	**3**
2. Coverage B - Umbrella Liability Defense and Settlement	**4**
III. WHO IS AN INSURED	
1. Coverage A - Follow Form Excess Liability Who Is An Insured	**4**
2. Coverage B - Umbrella Liability Who Is An Insured	**4**
IV. COVERAGE TERRITORY	
1. Coverage A - Follow Form Excess Liability	**5**
2. Coverage B - Umbrella Liability	**5**
V. SUPPLEMENTAL PAYMENTS	
Applicable to Both **Coverage A - Follow Form Excess Liability** and **Coverage B - Umbrella Liability**	**5**
VI. LIMITS OF INSURANCE	
Applicable to Both **Coverage A - Follow Form Excess Liability** and **Coverage B - Umbrella Liability**	**6**
VII. EXCLUSIONS	
1. Applicable to Both **Coverage A - Follow Form Excess Liability** and **Coverage B - Umbrella Liability**	**7**
2. Applicable to **Coverage A - Follow Form Excess Liability** Only	**8**
3. Applicable to **Coverage B - Umbrella Liability** Only	**10**
VIII.CONDITIONS	
Applicable to Both **Coverage A - Follow Form Excess Liability** and **Coverage B - Umbrella Liability**	**12**
IX. DEFINITIONS	
Applicable to Both **Coverage A. Follow Form Excess Liability** and **Coverage B. Umbrella**	**15**

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HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

a. We will pay on behalf of the insured those sums in excess of the "underlying insurance" which the insured becomes legally obligated to pay as damages, provided:

(1) Such damages are covered by "underlying insurance";

(2) The event which triggers coverage on the "underlying insurance" takes place during the policy period of this insurance, and

(3) The applicable Limit of Insurance of the "underlying insurance" is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of "underlying insurance" is exhausted by payment for damages to which this insurance does not also apply.

b. We will not pay damages that the "underlying insurance" does not pay for any reason other than exhaustion of limits of the "underlying insurance" by payment of judgments, settlements, related costs or expenses.

c. The terms and conditions of the "underlying insurance" in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.

d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.

e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

f. This policy does not apply to any part of loss within the Limit of Insurance of "underlying insurance", or any related costs or expenses.

g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **II. DEFENSE AND SETTLEMENT** and section **V. SUPPLEMENTAL PAYMENTS.**

2. Coverage B - Umbrella Liability Insuring Agreement

a. We will pay on behalf of the insured those sums in excess of the "retained limit" shown in the Declarations which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" and "advertising injury" to which this coverage applies, provided:

(1) The:

(a) "Bodily injury" or "property damage" is caused by an "occurrence"; or

(b) "Personal injury" and "advertising injury" is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section **IV. COVERAGE TERRITORY**;

(2) The "bodily injury" or "property damage" occurs during the policy period, and the offense causing "personal injury" or "advertising injury" is first committed during our policy period; and

(3) Prior to the policy period, no insured and no "employee" authorized by you to give or receive notice of an "occurrence", offense or claim, knew that the "bodily injury", "property

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a. We have the right and duty to defend the insured against any "suit' because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies, even if such "suit" is groundless, false or fraudulent. We have no duty to defend any person or organization against any claim or "suit":

(1) To which this insurance does not apply; or

(2) If any other insurer has a duty to defend.

b. Where we have the duty to defend, we may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit".

c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any "suit", that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.

d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the "underlying insurance".

III. WHO IS AN INSURED

1. Coverage A - Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

a. The named insured stated in Item 1 of the Declarations; and

b. Any other person or organization qualifying as an insured under the "underlying insurance" but not beyond the extent of any limitation imposed under any contract or agreement.

If coverage provided to an Additional Insured is required by contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by "underlying insurance".

Additional Insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance". The inclusion of Additional Insureds does not increase the Limit of Insurance.

2. Coverage B - Umbrella Liability Who Is An Insured:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insured's, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect their duties as trustees.

b. Each of the following is also an insured:

(1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" is an insured for:

(a) "Bodily injury", "personal injury" or "advertising injury":

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(i) To you, to your partners or members (if you are a partnership or joint venture), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of the "employee" or "volunteer worker" as a consequence of paragraph **(a)(1)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(a)(1)** or **(a)(2)** above; or

(iv) Arising out of his or her providing or failing to provide professional health care services.

(b) "Property Damage" to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

(2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Coverage does not apply to "personal injury" and "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

IV. COVERAGE TERRITORY

1. Coverage A - Follow Form Excess Liability:

With respect to **Coverage A – Follow Form Excess Liability**, this insurance applies anywhere that the applicable "underlying insurance" applies.

2. Coverage B - Umbrella Liability:

With respect to **Coverage B – Umbrella Liability**, this insurance applies anywhere in the world, with the exception of any country or jurisdiction subject to sanctions or embargo by the United States of America.

V. SUPPLEMENTAL PAYMENTS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

1. We will pay the following expenses in addition to the Limit of Insurance with respect to any claim we investigate or settle, or any "suit" against an insured we defend, to the extent such expenses are not covered by "underlying insurance" or "other insurance":

a. All expenses we incur.

b. Up to $2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

The following is added to section **VIII. CONDITIONS, 19. Transfer of Your Rights and Duties Under this Policy:**

To the extent required by contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization and included in the "products-completed operations hazard".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AZ, GA, IL, ID, IA, LA, NE

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement *Effective Policy No.* *Endorsement No.*
Insured *Premium*

Insurance Company *Countersigned by* .....

WC 00 03 13
(Ed. 4-84)

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8. RFQ# 240021

CITY OF TUCSON

REQUEST FOR QUALIFICATIONS

240021

JOC FOR DESIGN, INSTALLATION AND MAINTENANCE OF POINT-TO-POINT/POINT-TO-MULTIPOINT WIRELESS BACKHAUL

Due Date: Tuesday, November 14, 2023

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/61377

PUBLISH DATE: October 18, 2023

Attachments:
A - OFFER_AND_ACCEPTANCE_RFQ
B - SBE Provisions

A. Notice

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR QUALIFICATIONS NO 240021

JOC for Design, Installation and Maintenance of Point-to-Point/Point-to-Multipoint Wireless Backhaul

The City of Tucson is conducting a competitive One-Step Process to retain approximately up to two (2)contractors for a Job Order Contract (JOC) to provide JOC for Design, Installation and Maintenance of Point-to-Point/Point-to-Multipoint Wireless Backhaul. Individual job orders should not exceed two-hundred and fifty thousand dollars ($250,000) and the estimated budget for the first year is six-hundred thousand dollars ($600,000). The term of this contract will be one year with FOUR (4) one-year renewal options. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Contractor's services will be required.

COT invites interested firms to submit written Statements of Qualifications (SOQ's) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects.

SUBMITTAL DUE DATE: Tuesday, November 14, 2023 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Wednesday, November 1, 2023

TIME: 11:00 am LOCAL AZ TIME

LOCATION: Microsoft Teams meeting Join on your computer, mobile app or room device Meeting ID: 212 689 645 976 Passcode: 6CByeT Download Teams | Join on the web tel:+1 213 293-2303,,434079341#

Microsoft Teams Link

QUESTIONS SHALL BE DIRECTED TO: Casey Adams (520) 837-4128
casey.adams@tucsonaz.gov

Publication Dates: Wednesday, October 18, 2023 and Wednesday, October 25, 2023

Posted Date: Wednesday, October 18, 2023

B. Introduction

B.1. Summary

The City of Tucson Information Technology Department is seeking proposals for the design, installation, monitoring and maintenance of licensed and unlicensed point-to-point and point-to-multipoint wireless links. These links will provide an extension of the City's network to locations where there is no fiber, or redundancy to locations with existing connections both inside and outside city limits.

B.2. Contact Information

Casey Adams
Senior Contract Officer
Email: casey.adams@tucsonaz.gov
Phone: (520) 837-4128
Department:
Information Technology

C. Scope of Work

C.1. Required Services

Bidder shall provide complete end-to-end point-to-point or point-to-multipoint wireless solutions which may require the following:

- Site surveys and field investigation to verify installation requirements and path obstructions/line-of-site.
- Survey reports which may include path maps, terrain profiles, link budgets, antenna heights, path reliability calculations, etc.
- Design drawings which may include installation diagrams, tower elevations, equipment specifications, etc.
- Record drawings ("as-builts") following a final inspection and resolution of any punch list items.
- Installation, including masts, mounts, ballast blocks, grounding and lightning protection, conduit and roof support blocks for conduit, hardware, network and fiber cable, etc.
- Installation of monopoles or free-standing towers, including foundations and any required permits.
- Tower climbing and the use of aerial lifts.
- Remote monitoring. City of Tucson will support remote connectivity to individual IP addresses by VPN.
- Filing for FCC licensing, under City of Tucson's FRN, if applicable.

C.2. Equipment Requirements

- Vendor will offer various equipment options to provide appropriate and cost-effective solutions for differing requirements (path distance, licensed or unlicensed, bandwidths of 100 Mbps to >1 Gbps, reliability).
- Equipment must support out of band network management.

C.3. Maintenance and Support

- Include a minimum of a one-year full warranty for any newly installed link.
- All warranty items, issues, and concerns shall be resolved at no charge to the City of Tucson. This shall include, but not limited to, parts, freight, travel, labor, etc.
- Include an option to renew maintenance services for all active links on an annual basis. Maintenance fees are not expected to include equipment spares/replacement costs.
- Warranty all parts and services provided by any subcontractor as if supplied by the bidder.

- All equipment furnished under the scope of this contract shall be new, current technology, and not approaching end-of-life. Equipment shall be a standard product of the manufacturer of the component to be furnished.
- Provide standard maintenance services from 8 AM to 4 PM Mountain Standard Time, Monday through Friday (excluding City of Tucson holidays), with a response time of 4 business hours and a restoration time of 24 hours.
- Provide an option for 24/7/365 maintenance services on select critical links, with a response time of 2 hours and a restoration time of 6 hours.
- Maintain a local supply of critical equipment spares.
- Bidders are encouraged to separately offer information and pricing regarding products and services related to this proposal.

D. Instruction to Offerors

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City (COT): The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Contractor.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Business Services: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

D.2. PRE-SUBMITTAL CONFERENCE:

If scheduled, the date and time of a Pre-submittal conference is indicated in Notice. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-submittal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or through the question and answer portal, at least nine days prior to the Request for Qualifications due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Qualifications. Oral statements or instructions will not constitute an addendum to this Request for Qualifications.

D.3. INQUIRIES:

Any question related to the Request for Qualifications shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in

writing. Offerors are encouraged to submit written questions via electronic mail or through the question and answer portal, at least nine days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written addendum to the Request for Qualifications will be binding.

D.4. ADDENDUM OF REQUEST FOR QUALIFICATIONS:

The Offeror shall acknowledge receipt of a Request for Qualifications Addendum by signing and submitting the document through the City's online bidding system by the specified due date and time.

D.5. FAMILIARIZATION OF SCOPE OF WORK:

Before submitting a statement of qualifications, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a statement of qualifications will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

D.6. PREPARATION OF STATEMENT OF QUALIFICATIONS:

A. All submittals shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your statement of qualification should include the signed Offer form, acknowledge any solicitation addenda and your response to all evaluation criteria.

C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer Page, solicitation Addendum(s), or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the submittal shall initial erasure, interlineations or other modifications on the submittal.

E. It is the responsibility of all offerors to examine the entire Request for Qualification package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

F. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.

G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

D.7. SUBMITTAL FORMAT:

A statement of qualifications should be submitted on the forms and in the format specified in the solicitation. Any information that the offeror requested to be held as confidential shall be clearly marked as such. The material should be in sequence and related to the solicitation. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer Form, all signed addenda, and the offeror's response to the Evaluation Criteria. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.

D.8. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

D.9. PUBLIC RECORD:

All statements of qualifications submitted in response to this Request for Qualifications shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

D.10. CONFIDENTIAL INFORMATION:

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

D.11. CERTIFICATION:

By signature on the Offer page, solicitation Addendum(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

D.12. WHERE TO SUBMIT STATEMENT OF QUALIFICAITONS:

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system, https://procurement.opengov.com/portalucson-az.

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. LATE SUBMITTALS:

Late submittals will be rejected.

D.14. OFFER PERIOD:

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the submittal due date and time.

D.15. OFFER & EXECUTION

Offerors shall submit the Offer & Acceptance page located in this RFQ with their submittal, acknowledging (i.e. signature) their intent to enter into negotiations on this solicitation. In addition, Offerors are reminded that if awarded a contract they will be required to agree to the Standard Terms and Conditions for Construction. As such, any exceptions to the Terms and Conditions shall be identified in the Offerors submittal.

D.16. WITHDRAWAL OF SUBMITTAL:

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

D.17. CONTRACT NEGOTIATIONS:

At the completion of the evaluation process, the City may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the City is not able to

negotiate successfully with the next ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to the City

D.18. VENDOR APPLICATION:

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and addenda will be provided to those vendors that select email as their preferred delivery method in their vendor record.

D.19. CITY OF TUCSON BUSINESS LICENSE:

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

D.20. UPON NOTICE OF INTENT TO AWARD:

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

D.21. AWARD OF CONTRACT:

Notwithstanding any other provision of the Request for Qualification, the City reserves the right to:

A. waive any immaterial defect or informality; or

B. reject any or all proposals, or portions thereof; or

C. reissue the Request for Qualifications.

A response to this solicitation is an offer to enter into negotiations and contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Submittals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation addendum, a contract addendum, or by mutually agreed terms and conditions in the final contract documents

D.22. SUBMITTAL RESULTS:

The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at https://procurement.opengov.com/portalucson-az/contracts upon issuance of a Notice of Intent to Award or upon final contract execution.

D.23. PROTESTS:

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Qualification shall be received at the Business Services Department not less than five (5) working days before the Request for Qualification due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. Identification of the Request for Qualification or Contract number;

D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

E. The form of relief requested.

D.24. EVALUATION PROCESS OVERVIEW:

All submittals shall be evaluated in accordance with Arizona Revised Statutes Title 34 Chapter 6 and the evaluation criteria stated herein. The evaluation process and contract award shall include:

D.25. REQUEST FOR QUALIFICATION

A. An appropriately qualified selection committee shall evaluate the statements of qualifications and performance data that are submitted in response to the City's request for qualifications for the proposed contract.

B. If determined by the City and included by the City in the request for qualifications, conduct discussions with at least the number of persons or firms to be included on the short list as stated in the request for qualifications but not more than the number of persons or firms to be included on the short list plus two as specified in the request for qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.

C. In order of preference, based on criteria established and published by the selection committee and included in the request for qualifications, select a short list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the short list shall be the number of persons or firms specified in the request for qualifications. Those firms may then be asked to provide Presentations/Interviews with the selection committee. Criteria for the Presentation/Interviews may be different than those listed in the RFQ with the Interviewees being provided the criteria and weighting prior to the Presentations/Interviews.

D. The City shall enter into negotiations for a contract with the highest qualified person or firm for the professional services or for the construction services. The negotiations shall include consideration of compensation and other contract terms that the City determines to be fair and reasonable to the City. In making this decision, the City shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction

services to be rendered. If the City is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation and other contract terms the City determines to be fair and reasonable, the City shall formally terminate negotiations with that person or firm. The City may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the short list. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the City and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be commenced.

E. The contract file shall contain the basis on which the award is made.

E. Selection Process

E.1. ONE-STEP - STATEMENT OF QUALIFICATIONS (SOQ)

For One-Step solicitations, a qualified committee will evaluate the SOQ's submitted and determine the offeror(s) most qualified to enter into negotiations for a contract.

E.2. STATEMENT OF QUALIFICATIONS (SOQ)

All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. The offer form shall be submitted with a signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal shall be initialed by the person authorized to sign the submittal. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

Submittals for the project shall be limited to the items listed below. Firms are advised to follow guidelines and submit only the requested information.

A. Cover Letter
B. Statement of Qualification in response to the Evaluation Criteria
C. Signed Offer Page
D. Acknowledgement of any and all RFQ Addenda

E.3. COVER LETTER

Expressing interest in the project and identifying a single individual as point of contact for any future correspondence. (Suggested 2 Pages maximum)

E.4. EVALUATION CRITERIA :

Firms will be screened based on evaluation of the following criteria, which are listed in relative order of importance:

A. Qualifications and Experience of the Firm
B. Experience and Qualifications of the Team
C. Method of Approach and Available resources to Complete Work
D. Subcontractor Selection Plan

E.5. OFFER PAGE

Providing contact information and signed requiring that the selected firm agree to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and addenda in the solicitation.

E.6. ACKNOWLEDGEMENT OF ANY AND ALL RFQ ADDENDA

Pursuant to Instruction to Offerors, "Addendum of Request for Qualifications":.

E.7. GENERAL

A. Additional Investigations:
The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a response to this Request for Qualifications.

B. Prior Experience:
Experiences with the City and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

F. Special Terms and Conditions

F.1. City of Tucson Construction Services Agreement

The City's Construction Services Agreement is included and will be incorporated into the resulting contract. The Contractor will be required to sign and comply with the requirements.

F.2. Basis for Awarding Individual Job Orders

In the event the City awards more than one contract for these services, individual job orders will be awarded based upon consideration of the firm's ability to complete the work expeditiously and the proposed cost. The City intends to request price and schedule proposals from all contracted firms for each individual job order. However, when quoting individual job orders is impracticable, the City reserves the right to award job orders as it deems to be in its best interest. Scope, schedule, price, and liquidated damages (if applicable) are agreed upon in a fully executed Notice to Proceed letter prior to Contractor beginning the work.

The Contractor shall be available on a five-day work basis throughout the term of the contract unless notified in writing by the City that this requirement may be temporarily waived due to the Contractor's approved written request or a reduced need by the City. The Contractor must be available to commence work on assignments within one week from award of an individual job order.

F.3. Contract Term and Renewal

The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, as its sole option, to renew the Contract for one year with FOUR (4) one-year renewal options, or portions thereof. If the City chooses to exercise this option, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of fee basis and minor scope additions and/or deletions.

F.4. Price Adjustment

The City will review fully documented requests for fee basis adjustments after any contract has been in effect for one (1) year. Adjustments will only be made at the time of contract renewal or extension, except for financial emergencies, and will be a factor in the renewal/extension review process. The City will determine whether the requested adjustment or an alternate option is in the best interest of the City. Any adjustment will be effective on the first day of the contract renewal or extension.

F.5. Compensation and Method of Payment

In consideration of the performance of the services described in the Scope of Services of each individual job order and pursuant to the master Scope of Work herein, the City shall pay the Contractor in accordance with the negotiated contract rates, and the Contractor shall charge the City only in accordance with those same rates.

Compensation under this contract should not exceed two-hundred and fifty thousand dollars ($250,000) per individual job order unless a waiver is requested of and granted by the Business Services Department.
The City of Tucson reserves the right to adjust the individual job limit at time of annual contract renewal upon written approval from the Director of Business Services. The City will pay the Contractor following the submission of itemized invoice(s) for the service rendered. No payment shall be issued prior to receipt of material or service and correct invoice.

All requests for payment shall follow a format to be approved by the City Representative. Invoices shall be submitted monthly on a job-by-job basis.

F.6. Bonding Requirements

Contractor shall file with the City, prior to the time of execution of the contract and annually, if the term of this contract is extended by the City, payment and performance bonds in the forms prescribed by the City. The bonds must cover all construction performed under job orders. The amount of the bonds provided by the Contractor must always be at least equal to the total amount of the contract prices for construction work under job orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement, as provided under A.R.S. 34-610. Bonds may be provided as follows: annual bonds in the amount designated by the agency, or bonding per each individual job. Successful contractor(s) will designate bonding methodology prior to contract award.

F.7. Small Business Enterprise (SBE) Program Requirements

The Job Order Contractor shall be required to comply with SBE Program requirements, if goals are applicable, on projects that meet or exceed the Formal Solicitation Threshold established by the Tucson Procurement Code, currently at one hundred thousand dollars ($100,000). Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Job Order Contractor shall submit to the Department of Procurement, Business Enterprise & Compliance Program via the city's Project Manager, after the project proposal phase, either a completed offeror's statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

A. The name of the SBE subcontractors/suppliers;

B. The type and scope of work or service each SBE will perform;

C. The dollar value of each SBE's subcontract;

D. The dollar value of the prime contractor's self-performed work if claiming SBE credit;

E. The total dollar value of SBE work performed and percentage of the contract value.

F. If the contract goal is not met, evidence of good faith efforts.

G. An approved plan or waiver request must be in place prior to issuance of the Notice To Proceed (NTP) for individual project construction.

A signed offer in response to this RFQ represents the offerors's intent to comply with the SBE program. Also see: SBE Program Provisions for Alternative Project Delivery Method (APDM) for Construction Services.

F.8. Performance Rating

At the completion of each term or termination of this contract, the City may evaluate the Contractor based on performance under this Contract. This rating may be used in the overall evaluation of the Contractor when applying for future work with the City.

F.9. Right To Audit

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically. If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

F.10. Contract Addenda

The Procurement Department has the sole authority to:

A. Amend the contract or enter into supplemental verbal or written agreements;

B. Grant time extensions or contract renewals;

C. Otherwise modify the scope or terms and provisions of the contract.

The contract shall only be modified with the approval of the Department of Procurement. Except in the case of documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Department of Procurement through a written contract addenda or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

F.11. Pre-award Meeting

A pre-award meeting may be held (and may be mandatory) with successful offerors where City representatives will review the terms and conditions of the contracts and final awards will be made. Award for any firm out of compliance with the DBE/SBE requirements under another JOC will be delayed until requirements are met.

F.12. Child/Sweat-Free Labor Policy

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

F.13. Federal Immigration Laws and Regulations

Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

F.14. City of Tucson Business License

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax- license@tucsonaz.gov.

F.15. Cooperative Purchasing

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See https:/ucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and

nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See https://www.mesaaz.gov/business/purchasing/save for a listing of participating agencies. The parties agree that these lists are subject to change. The City, as a lead agency, accrues costs to solicit, award and administer cooperative contracts. As part of the negotiation process, the City will be requesting Offerors to consider providing the City a cooperative administrative fee or rebate in the form of a percentage of sales based upon other agencies spend. The City's spend would not be included in the administrative fee consideration. The successful contractor's will have the ability to market this contract to all of the City's cooperative partners which results in a cost savings to the contractor by not having to compete on separate solicitations. The administrative fee should not be a cost added to the contract pricing but a cost sharing of the marketing savings the contractor receives by not having to participate in additional solicitation processes. Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others. The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Business Services upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

F.16. Constituent CLAIMS:

With regard to claims arising out of or related to this contract that are filed against the Contractor, the Contractor or Contractor's representative is required to provide notice to the City's Procurement Department and Risk Manager within 60 calendar days following the date of the receipt by the Contractor of such claim. The notice to the City must include the following information: (1) the date of the incident or occurrence that is the basis of the claim; (2) the damages identified in the claim; (3) the date of the Contractor's written response to the claim; and (4) a copy of Contractor's written response to the claim. Notification shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time.

City of Tucson

Business Services Department Risk Management

255 W. Alameda, 6th floor 255 W. Alameda, 5th floor

Tucson, Arizona 85701 Tucson, Arizona 85701

Facsimile: 520-791-4735 Facsimile: 520-624-2061

The Contractor acknowledges that the City may use contract performance, including performance of the requirements of this paragraph, in the City's consideration of future contract awards; and that in connection with future contracting opportunities with the City, Contractor may be required to provide documentation demonstrating compliance with this paragraph.

F.17. CONFIDENTIALITY OF RECORDS:

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

F.18. HUMAN RELATIONS:

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

F.19. LICENSES:

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

F.20. NON-EXCLUSIVE CONTRACT:

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

F.21. EMPLOYMENT OF ALIENS ON PUBLIC WORKS PROHIBITED:

Contractor and all subcontractors shall warrant that it complies with A.R.S §34-301 as follows:

A. A person not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works for employment.

B. This section shall not be construed to prevent the working of prisoners by the state or a county or municipality thereof on street, road or other public work, nor shall the provision of this section apply to the employment of any teacher, instructor or professor authorized to teach in the United States under the teacher exchange program as provided by federal statutes or the employment of university or college faculty members.

F.22. DUPLEXED/RECYCLED PAPER:

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

F.23. Americans with Disabilities Act (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101-12213, 47 U.S.C. 225 and 611, and all regulations thereto), and the Arizonans with Disabilities Act of 1992 (A.R.S. 41-1492 et seq., and all regulations pertaining thereto.

F.24. Applicable Law

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

F.25. Assignment Delegation

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

F.26. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

F.27. CONTRACT DOCUMENTS

The following listed documents constitute the Contract Documents and they are all as fully a part of this Agreement as if repeated herein:

A. This Request for Qualifications (including Appendices and Addenda)

B. General Conditions for Construction

C. Statement of Qualifications

D. Insurance Certifications

E. Performance and Payment Bonds

In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedence to the terms of the above documents in the order listed. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of the Contract shall be a part of the Contract between the parties and shall take precedence over all of the other Contract Documents.

F.28. EMPLOYMENT OF ALIENS ON PUBLIC WORKS PROHIBITED

Contractor and all subcontractors shall warrant that it complies with A.R.S §34-301 as follows:

A. A person not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works for employment.

B. This section shall not be construed to prevent the working of prisoners by the state or a county or municipality thereof on street, road or other public work, nor shall the provision of this section apply to the employment of any teacher, instructor or professor authorized to teach in the United States under the teacher exchange program as provided by federal statutes or the employment of university or college faculty members.

F.29. FEDERALLY FUNDED PROJECTS

For projects that are identified as being federally funded, Federal Labor Standards will be applicable to that project. All Federal forms are attached and will be incorporated into any resulting contract(s)*. It shall be mandatory upon the Contractor(s) to whom the contract is awarded, and upon subcontractors working on this project to comply with the following:

A. Davis Bacon Act: (AZ Wage Decision) Minimum wage rate, withholding, payroll, apprentice, subcontracting, and termination provisions.

B. Work Hour and Safety Standards Act: overtime pay and safety.

C. Mandatory Preconstruction meeting for Prime Contractor and all listed subcontractors

D. HUD Maintenance Wage Rates

F.30. GUARANTEE

The Contractor shall guarantee all work under the Contract against defects of material workmanship for a minimum of two years from the date of completion.

F.31. NUMBER OF CONTRACTS TO BE AWARDED

The City intends to award approximately up to two (2) contracts for the services described herein

F.32. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

G. Insurance Requirements

G.1. The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

G.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: $1,000,000

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS §

23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

G.5. Professional Liability (Errors & Omissions)

Each Claim: $1,000,000

Annual Aggregate: $2,000,000

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. Notice of Coverage Modifications

Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Procurement Division.

G.9. Acceptability of Insurers

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.10. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to

commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.11. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.12. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

H. Standard Terms and Conditions for Construction

H.1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof: Addendum - written or graphic instrument issued prior to the due date which clarifies, corrects or changes the Solicitation.

Architect/Engineer - the person licensed to practice architecture/engineering by the State of Arizona and who is identified as the Architect/Engineer of Record by affixing his/her seal upon the Contract plans, drawings, specifications and related documents. May be utilized to provide construction administration services.

Bonds - bid, performance and payment bonds and other instruments of security.

Change Order - a document approved by the City Contract Representative and which is signed by the Contractor and the City's Director of Procurement or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Completion time, issued on or after the effective date of the Contract.

City - means the City of Tucson, Arizona, a municipal corporation.

City Contract Representative - the City official administering the Contract for the City of Tucson.

Completion Time - the number of consecutive calendar days agreed to by the City and Contractor for completion of the Work, which may be revised by written Change Order.

Construction – the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.

Construction Services – either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods:

a) construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods;

b) a combination of construction and, as elected by the City, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services.

Contract - the written agreement and all associated attachments, drawings, addenda and change orders executed between the City and the Contractor covering the Work to be performed.

Contract Price - the amount payable by the City to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order, or, in the case of a job-order contract, in the Notice to Proceed.

Contract Officer - the City official who conducts the solicitation process to secure a Contractor for the Work and who acts under the authority and direction of the City's Director of Procurement and in accordance with the Tucson Procurement Code.

Contractor - the person, firm or corporation with whom the City has entered into the Contract.

Design-Build – the process of entering into and managing a contract between the City and a contractor in which the Contractor agrees to both design and build a structure and in which design and construction services may be in sequential or concurrent phases, and which may include finance services, maintenance services, operations services, design services and preconstruction services.

Design Services – architect services, engineer services or landscape architect services. Director of Procurement – the person acting as Director of the City's Department of Procurement and who has authority to award and revise City solicitations and contracts for construction, construction services, and construction-related services as necessary.

Drawings - the graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Estimate for Payment - a form furnished by the City or an approved form submitted by the Contractor in lieu of city furnished form, and is required to be used when submitting requests for payments for work actually performed and materials supplied during a an agreed-to preceding period of time.

Field Order - a written order or directive issued by the City Contract Representative that orders minor changes in the Work.

Final Completion Date - the calendar date when the Work is one hundred percent (100%) complete as determined by the City.

Finance Services – financing services for the Work.

Job-Order-Contracting – a project delivery method in which the contract is a requirements contract for indefinite quantities of construction and in which specified job orders are issued during the contract and may include finance services, maintenance services, operations services, preconstruction services and design services.

Liquidated Damages – a sum set forth in the Contract documents that will be deducted from any monies due to the Contractor, not as a penalty, but in lieu of actual damages for late completion of the work.

Maintenance Services – routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

Notice to Proceed - a written notice given by the City to the Contractor fixing the date on which the Completion time will commence and upon which the Contractor shall start to perform the Contractor's obligations under the Contract. In the case of a job order, it may also contain the specifications exclusive to the job order as well as consideration for the Contractor.

Operations Services – routine operation of existing facilities, structures, buildings or real property. Preconstruction Services – services during the design stage of the Work.

Contract

Public Inspector(s) - that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes.

Schedule of Values - a schedule submitted by the Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Contract Representative may require. This schedule must be submitted before the

Contractor submits its first application for progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

Shop Drawings - drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate, in detail, how some portion of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Specifications - those portions of the Contract, or Notice to Proceed if a Job Order, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion – a written declaration of the date upon which the City, in its sole discretion, determines the Work is substantially complete such that the City has beneficial use and/or occupancy. Upon substantial completion, the right of the City to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty days of substantial completion.

Tucson Procurement Code – in addition to applicable State statutes and applicable Federal regulations and requirements, the municipal ordinance that governs the construction services contracting process as well as contract administration processes including the resolution of contract claims, disputes and controversies.

The Work - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract and/or Notice to Proceed, as appropriate.

H.2. THE CONTRACT

A. The documents in the Contract include any addenda, drawings, change orders and approved Contractor submittals.

B. The Contract comprises the entire agreement between the City and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract.

H.3. INTENT OF THE CONTRACT

A. The intent of the Contract is to include all labor, materials, equipment, transportation and all other costs and expenses necessary for the proper execution and completion of the Work by the Contractor.

B. The Contractor shall take no advantage of any apparent error or omission in the plans, estimated quantities or specifications. In the event the Contractor discovers such an error or omission after contract award, the Contractor shall immediately notify the City Contract

Representative. The City Contract Representative shall then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the contract.

C. The Contract shall be construed in accordance with the laws of the State of Arizona, and all such laws regulating the construction of public works by the City are hereby incorporated herein by reference and made a part hereof.

D. Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

E. The organization of the Contract into divisions, sections or articles is merely for the purpose of convenient reference, and neither the headings nor divisions shall have any legal or Contractual significance and shall not control the division of the Work by the Contractor among the various subcontractor or trades.

F. The Contractor shall include all utility fees, permits, licenses, etc. including sewer connection fees in each estimate or proposal submitted.

H.4. EXECUTION

Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the Contract.

H.5. OWNERSHIP OF THE CONTRACT

The Contract, including, but not limited to, the drawings and specifications, is the property of the City and is not to be used by the Contractor or any subcontractor on other projects outside the scope of the Work without the express written consent of the City.

H.6. LINES OF AUTHORITY AND COMMUNICATIONS

A. The City's Director of Procurement is the City official with overall authority and responsibility for the award and administration of City Contracts. The Director of Procurement or his designated Procurement Department representative after consultation with the City Contract Representative has the ultimate authority to resolve disputes concerning Contract performance and to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Work.

B. The City Contract Representative is the designated representative of the particular City department for which the Work is being constructed (the “user department”) or the City department which is responsible for the oversight of the work.

C. Day-to-day administration of the Contract is the responsibility of the City Contract Representative. The City Contract Representative is the City’s representative during the prosecution of the Work and shall act as surveillance and technical advisor for the City. The City Contract Representative duties are more fully described in "City Contract Representative's General Authority and Responsibilities".

D. The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and

for coordinating all portions of the Work, unless the Contract gives other specific instructions concerning these matters. The Contractor's duties and responsibilities are more fully described in Article 4 of these Contract conditions.

E. Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the City Contract Representative.

H.7. CITY CONTRACT REPRESENTATIVE'S GENERAL AUTHORITY AND RESPONSIBILITIES

A. Unless the Contractor is responsible for the design of the Work, the City Contract Representative shall furnish to the Contractor, free of charge unless it is provided otherwise in the Contract, up to three copies of drawings, specifications and instructions available for the execution of the Work. The City Contract Representative may furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished by the City Contract Representative are City property. They are not to be used on other work and, with the exception of the signed Contract, and are to be returned to the City Contract Representative at the completion of the Work.

B. The City Contract Representative shall make general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the City Contract Representative will become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract.

C. The City Contract Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.

D. The City Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work. The City Contract Representative's failure during the progress of work to discover or reject materials or work not in accordance with the plans, specifications or contract documents shall not be considered an acceptance of the work or materials or a waiver of defects. Neither the failure of the City Contract Representative to properly perform inspections, tests or approvals required by the contract documents nor the activities or duties of the City Contract Representative in the administration of this contract shall relieve the Contractor from the contractor's responsibility for the means, methods, techniques, sequences or scheduling of the construction or the obligation to perform the work in strict accordance with the contract documents.

E. The City Contract Representative shall conduct an initial review of, and approve or deny, written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections. All Change Orders shall be approved by the

Director of Procurement or his designee prior to any work being done. However, in emergencies endangering life or property, the City Contract Representative may take action and issue orders which are deemed necessary to avert the loss of life or property.

F. The City Contract Representative, pursuant to Article 10 of these General Conditions, shall make recommendations to the Contract Officer as to all claims of the Contractor.

G. The City Contract Representative will review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.

H. The City Contract Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will certify such dates to the Contract Officer.

I. The City Contract Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

H.8. PUBLIC INSPECTIONS

A. Unless otherwise specifically provided in the Contract, Public Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications and applicable codes, and may provide clarification of any unspecified or unclear item or situation.

B. If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the City Contract Representative timely notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the City Contract Representative or the Public Inspectors, the Contractor shall advise the City Contract Representative of the date fixed for such inspection.

C. All tests, inspections or approvals required to be performed by the City Contract Representative, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Contract.

H.9. SPECIAL INSPECTIONS AND TESTING OF MATERIALS

A. All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the City Contract Representative.

B. The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the City Contract Representative. Except as provided in this section, the City will pay for approved tests and services rendered by the approved laboratory or agency in addition to the Contract price for construction.

C. When initial tests indicate that any portion of the Work is not in conformance with the Contract because of faulty workmanship, the Contractor shall be required to pay for necessary re-tests.

When initial tests indicate that the work is in conformance with the Contract, any re-testing that's ordered by the City shall be paid for by the City.

H.10. CONTRACTOR'S REVIEW OF CONTRACT AND SITE CONDITIONS

A. It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative.

B. The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used with the prior written concurrence of the City Contract Representative. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, level or grades, walks, driveways or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the City Contract Representative immediately. It is the responsibility of the Contractor to provide BLUESTAKE verification of underground utilities on and off the construction site.

C. Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the City Contract Representative.

D. The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data and samples that have been approved by the City Contract Representative.

E. Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative and shall be responsible for any required corrective action.

H.11. CONTRACTOR'S SUPERVISION

A. The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.

B. The Contractor shall ensure that the key personnel submitted in response to the Request for Qualifications and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of key personnel, the Contractor shall

obtain prior approval from the City for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the City for its consideration and approval prior to substitution taking place.

C. The Contractor agrees that it is as fully responsible to the City for the acts and omissions of its subcontractors and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

H.12. MATERIALS AND LABOR; WARRANTY

A. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.

B. The Contractor shall pay all applicable taxes associated with the Work 4.3.3 The Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

C. The Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the Agency. The Contractor shall receive, inventory, store, inspect, protect, distribute, and install Agency furnished material unless otherwise specified. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the contract price for the item in connection with which they are used. The Contractor shall be held responsible for all material delivered to the contractor. Deductions shall be made from any monies due the Contractor to make good any shortages or deficiencies, from any cause whatsoever and for any damage which may occur after such delivery, and for any late delivery charges.

D. The Contractor will be held to furnish all work as specified in the Contract. After a price proposal for the Work has been accepted by the City, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the City Contract
Representative. Unless otherwise agreed to via Change Order, the City shall receive all benefits of the difference in costs.

E. Materials not conforming to the requirements of the specifications, whether in place or not, shall be rejected and shall be promptly removed from the site of the work, unless otherwise directed by the City Contract Representative. No rejected material, the defects of which have been corrected, shall be returned to the work site until such time as approval for its use has been given by the City Contract Representative.

H.13. CONSTRUCTION SCHEDULES AND SUBMITTALS

A. Before commencing the Work, the Contractor shall provide the City Contract Representative with a construction schedule for the Work, fixing the dates at which various pre-determined

events shall occur in order to promote a timely completion of the various parts of the Work in accordance with the Contract. The schedule may be revised from time to time as may be required by conditions of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Contract or in the individual job order, as appropriate.

B. The Contractor shall prepare and keep current for the City Contract Representative's approval, a schedule of submittals which shall be coordinated with the Contractor's construction schedule and allow the City Contract Representative reasonable time to review such submittals.

C. After review, the City Contract Representative, with reasonable promptness, shall approve these shop or setting drawings, product data, samples and sequences for conformance with the design concept of the project, the approved construction schedule, and other requirements of the Contract.

D. The Contractor shall make any corrections required by the City Contract Representative and re-submit such corrected materials to the City Contract Representative for approval. Any correction or change that will result in a design or function change or in an increase or decrease in the Contract price must also receive the prior approval of the City's Director of Procurement or his designee.

E. The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or schedules until the respective submittals have been approved by the City Contract Representative, and shall not deviate from such submittals after final approval by the City Contract Representative.

F. As-builts documents must be provided to the City by the Contractor within thirty days of substantial completion. The City reserves the right to withhold final payment until complete as-builts have been received in good order by the City Contract Representative.

H.14. DOCUMENTS AND SAMPLES AT THE WORK SITE

Unless otherwise directed by the City's Contract Representative, the Contractor shall maintain at the Work site a complete file of the drawings, specifications, addenda, change orders and other approved modifications, in good order and marked to reflect changes and selections made during construction, together with all approved shop drawings, product data, samples and similar required submittals. Such files shall be made available to the City Contract Representative and Public Inspectors upon request.

H.15. PROTECTION AND USE OF SITE - (SIGNS, UTILITIES, WATER, SANITATION, TRAFFIC, ETC.)

A. The City will provide land, rights-of-way and easements for all work specified in the Contract. The Contractor shall confine their apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of the City Contract Representative, and shall not unreasonably encumber the premises with their material and equipment.

B. Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees

encountered in the Work, and shall hold the City harmless from damages for any injury done to such pipes, structures or property during the course of the Work.

C. Work shall be accomplished so that there will be a minimum of traffic interruption and inconvenience, discomfort or damage to the public.

D. The Contractor shall supply safe drinking water for all Contractor employees at the Work site. Water from existing fire hydrants may be made available to the Contractor upon his request to the City's Water Department through the City's Contract Representative. In such cases where the City elects to provide hydrant water, the Contractor will be provided a meter for the fire hydrant and will be charged the City's current rate for all water used. A deposit for the meter will be required by the City's Water Department.

E. If archaeological, historical or paleontological features are encountered or discovered during any activity related to the Work, the Contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those features. The City Contract Representative will make arrangements for the proper treatment of the affected portion of the Work site. The Contractor shall not resume work in the affected portion without the prior approval of the City Contract Representative.
Extensions in the Completion time for delays resulting from the discovery of archaeological, historical or paleontological features, if such discovery results in a delay to the progress of the Work, may be claimed by the Contractor in accordance with Article 10 of these General Conditions.

H.16. CLEANING UP

A. The Contractor shall at all times keep the construction site and surrounding area free from accumulations of waste material or rubbish caused by operations under the Contract. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, scaffolding and surplus materials from the site and surrounding areas and leave the area "broom clean" or its equivalent, unless otherwise instructed by the City Contract Representative.

B. If the Contractor fails to clean up as provided in the Contract, the City may do so and the cost thereof shall be charged against the Contractor.

H.17. EMERGENCIES

A. In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the City Contract Representative, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.

B. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Contract Representative.

C. The Contractor shall file with the City Contract Representative the names, addresses and telephone numbers of their employees who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct

unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

H.18. PERMITS, FEES AND NOTICES

A. The Contractor shall, at their expense, obtain all necessary permits and licenses for work performed under the Contract, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the Work, public health and safety.

B. If the Contractor knowingly performs work which is not in compliance with such laws, ordinances, rules, regulations or orders, without such notice to the City Contract Representative, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

H.19. ROYALTIES AND PATENTS

A. The Contractor shall pay all royalties and license fees.

B. The Contractor and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark, or copyright, and the Contractor shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Contractor shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing,
genetic material, or composition of matter, or part thereof, or, subject to Engineer's approval, replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

C. If appropriate, the Contractor shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

H.20. PROTECTION OF PERSONS AND PROPERTY

A. The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Contract.

B. The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.

C. The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.

D. The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.

E. In the event the Contractor encounters on the work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the City Contract Representative.

F. The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.

G. The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or recodified from time to time). Also the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or recodified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in "Indemnification".

H.21. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, to the extent caused by the negligent, reckless, or intentional wrongful acts or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

If a court of law determines that this section is void because the language used does not comply with A.R.S. § 34-226, then the words or phrases that cause the provision to violate the statute will be deemed

to have been retroactively modified in a way that complies with the statute but retains Contractor's indemnity obligations to the fullest extent not inconsistent with the statute.

H.22. SUBCONTRACTS

A. The Contractor shall ensure that the assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of subcontractors, the Contractor shall obtain prior approval from the City for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the City for its consideration and approval prior to substitution taking place.

B. In job-order-contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of this Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.

C. Contractor shall ensure that each subcontract shall preserve and protect the rights of the City under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor will be bound. Subcontractors shall also make copies of applicable portions of the Contract available to their respective subcontractors.

D. Each subcontract will require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment to the City in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Contract for like claims by the Contractor upon the City.

E. The Contractor further agrees:

1. To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under this Contract, and by all provisions thereof affording remedies and redress to the Contractor from the City.
2. To promptly pay the subcontractor in accordance with applicable State statute.
3. That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.
4. To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.

5. To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the City in making payments to the Contractor for any cause not the fault of the subcontractor.
6. To share or forward, as appropriate, with its subcontractors or, as appropriate, with the City, any fire
insurance money received by the Contractor under the insurance provisions of the Contract.
7. That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
8. To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.

F. Nothing in this Article shall create any obligation on the part of the City to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.

G. Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the City provided that:

1. Assignment is effective at the sole option of the City and only upon termination of the Contract for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the City determines to accept by notifying the subcontractor in writing, and
2. Assignment is subject to the prior rights of the surety obligated under the Bonds relating to the Contract.

H.23. SEPARATE CONTRACTS

A. The City reserves the right to perform construction or operations related to the Work with the City's own forces and to let separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.

B. The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

C. The City Contract Representative shall coordinate the activities of the City's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the City Contract Representative in coordinating the various portions of the Work with the schedules of such separate contractors.

D. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the City Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other

contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.

E. Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.

F. If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall defend such proceedings and, if any judgment against the City arises therefrom, the Contractor shall pay or satisfy it.

G. Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the City shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Article 6 of these General Conditions.

H.24. TIME

A. Unless otherwise provided in the Contract, the Completion Time is the number of calendar days, including authorized time extensions, specified for completion of the Work.

B. Completion Time shall commence on the day specified in the Notice to Proceed. The date shall not be postponed on account of the failure of the Contractor, or of any of its subcontractors to take any action required to commence the Work.

C. The date of Substantial Completion is the date certified by the City Contract Representative pursuant to "Substantial Completion" of these General Conditions. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Tucson area.

D. The term “day” as used in the Contract shall mean calendar day.

E. By execution of the Contract documents, or by concurrence with the Notice to Proceed in the case of a job order, the Contractor acknowledges that the time described is a reasonable period for a competent Contractor to complete the Work.

F. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

H.25. LIQUIDATED DAMAGES

A. The amount of liquidated damages shall be as specified in the Contract documents, or, in the case of a joborder, in the Notice to Proceed.

B. The Contractor has been put on notice that the City shall enforce the liquidated damages set forth in the Contract documents or Notice to Proceed.

C. The Contractor agrees that the City will incur damages if the Contractor fails to complete the Work within the Completion time or any approved extensions thereof and that the liquidated damages specified in the Contract or, in the case of a job-order, in the Notice to Proceed,

represents a fair and equitable approximation of the City's damages. Each calendar day that the Contractor shall fail to achieve Substantial Completion after the calendar date agreed to for the completion of the Work provided for in the Contract, the sum set forth in the Contract documents will be deducted from any monies due the Contractor, not as penalty, but as liquidated damages; provided however, that due account will be taken of any adjustments of the Completion time for the completion of the work allowed under the Contract.
Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.
Once substantial completion is granted, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first day after the agreed days, until final completion occurs.

H.26. DELAYS AND TIME EXTENSIONS

A. It is agreed that the City's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be applicable unless agreed to by the City. There is no other obligation, express or implied, on the part of the City to the Contractor for delay from any cause.

B. Force Majeure

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the parties affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-contractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

2. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

C. The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority or allocation order duly issued by the Federal Government.

D. Time extensions shall only be granted for delays caused by the City, changes authorized in accordance with "Uncovering and Correction of Work; Changes in the Work" section of this agreement, or delays pursuant to this section.

E. Should a dispute arise between the Contractor and the City regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

H.27. CONTRACT PRICE; REQUEST FOR PAYMENT; SCHEDULE OF VALUES

A. The Contract amount or coefficient stated in the Contract documents or, in the case of a job order, in the Notice to Proceed, plus or minus any authorized adjustments, is the amount payable by the City to the Contractor for performance of the Work under the Contract or for a specific job order.

B. During the course of construction, the Contractor shall request payment for work actually performed during the preceding month or some other time period as mutually agreed to, using "ESTIMATE FOR PAYMENT" forms, which are furnished by the City or a City approved form submitted by the Contractor. Completed forms shall be submitted to the City Contract Representative. A schedule of values and an updated project schedule shall accompany the request for payment.

H.28. SUBSTANTIAL COMPLETION

A. When the Contractor considers that the Work, or a portion thereof which the City has agreed to accept separately, is ready for its intended use, it shall notify the City Contract Representative in writing that the Work, or the agreed upon portion thereof, is substantially complete and request the City Contract Representative to issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the City Contract Representative will make an inspection of the Work, or the designated portion thereof, to determine the status of completion. If the inspection discloses any item that is not in accordance with the Contract, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for a re-inspection by the City Contract Representative. When the Work or designated portion thereof is determined to be substantially complete, the City Contract Representative will prepare a Certificate of Substantial Completion for signature of the parties, fixing therein the date of Substantial Completion and establishing the responsibilities of the City and Contractor, pending final payment by the City, for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list attached to the certificate.

B. Warranties required by the Contract shall commence on the date of Final Completion for a period of two years, except where a specific provision of the Contract provides otherwise.

H.29. CERTIFICATION AND PAYMENT

A. The City by mutual agreement may make progress payments on Contracts of less than ninety days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved estimate for payment of the work performed during the preceding calendar month under the Contract may include payment for material and equipment. An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the City or the City's designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for

payment under the Contract. The City may withhold an amount from the progress payment sufficient to pay the expenses the City reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the work is certified and approved. The estimate of the work shall be deemed received by the City on submission to any person designated by the City for the submission, review or approval of the estimate of the work.

B. On completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified in paragraph 7.2.5, payment may be made in full, less authorized deductions. In preparing estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the architect, engineer or other person, as specified in the Contract.

C. The Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no Contract for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractors or material suppliers shall be based on payments received pursuant to this section. Any diversion by the Contractor or subcontractor of payments received for work performed on a Contract, or failure to reasonably account for the application or use of those payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material supplier shall notify the Registrar of Contractors and the City in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

D. A subcontractor may notify the City in writing requesting that the subcontractor be notified by the City in writing within five days from payment of each progress payment made to the Contractor. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.

E. Nothing in this section prevents the Contractor or subcontractor, at the time of application and certification to the City or Contractor, from withholding the application and certification to the City or Contractor for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that a claim will be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention.

F. If any payment to a Contractor is delayed after the date due interest shall be paid at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.

G. If any periodic or final payment to a subcontractor is delayed by more than seven days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the eighth

day, at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.

H. Notwithstanding anything to the contrary in this section, this section applies only to amounts payable in a construction services Contract for construction and does not apply to amounts payable in a construction services Contract for design services, preconstruction services, finance services, maintenance services, operations services and other related services.

I. The City Contract Representative, with reasonable dispatch, will review the contents of the ESTIMATE FOR PAYMENT submitted by the Contractor, determine the sufficiency of the estimate, satisfy himself that the City has received full value, certify the estimate and submit it through normal channels for payment.

J. Neither the certification nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the City shall constitute an acceptance of any portion of the Work.

H.30. FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the City Contract Representative will determine that all items on the punch list have been completed or corrected and the City will make payment for such work or portion thereof as provided for in the Contract.

H.31. PAYMENT WITHHELD

A. If the City Contract Representative is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the ESTIMATE FOR PAYMENT, the City Contract Representative determines that the Work has not progressed or the quality of the Work is not in accordance with the Contract, the City Contract Representative shall promptly notify the Contractor. If the City Contract Representative and the Contractor cannot agree on a revised amount, the City Contract Representative will promptly issue a certificate for payment in an amount they determines is justified.

B. The City Contract Representative or other City official, as a result of subsequently discovered evidence, may also withhold or nullify the whole or a part of any certification to such extent as may be necessary to protect the City from loss on account of:

1. Defective work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount, or reasonable evidence that the Work will not be completed within the Completion time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
5. Damage to another contractor or to the City.

6. Damage to the real or personal property of another and failure to repair or replace the same.
7. Persistent failure to carry out the Work in accordance with the Contract.

C. When the grounds for withholding payment have been corrected to the satisfaction of the City Contract Representative or other City official concerned, the City shall proceed to process any amounts due.

H.32. CONSENT OF SURETY/LIEN WAIVERS AND AS-BUILT DRAWINGS

Final payment shall become due when the Contractor provides to the Contract Officer a Consent of Surety Certificate from their bonding company, or lien waivers, at the Contract Officer's discretion and all completed as-built drawings.

H.33. PARTIAL UTILIZATION

A. The City may occupy or use any portion of the Work which the City and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the City without significant interference with the Contractor's performance of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided the City and the Contractor have accepted in writing their mutual responsibilities regarding the used portion, including but not limited to insurance coverage, maintenance and utilities.

B. Partial use or occupancy of the Work by the City shall not constitute acceptance of Work not complying with the requirements of the Contract.

H.34. UNCOVERING OF WORK

A. Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection by the City Contract Representative or the Contract before covering is covered before such inspection, it must be uncovered by the Contractor at their expense when examination is ordered by the City Contract Representative.

B. If a portion of the Work not designated by the City Contract Representative or the Contract for inspection has been covered and the City Contract Representative or a Public Inspector orders such work uncovered for inspection, the Contractor shall immediately uncover such work. If such uncovered work is found to be in accordance with the Contract, an appropriate Change Order shall be issued to compensate the
Contractor for the expense of uncovering and replacing the work. If such work is found to be not in compliance with the Contract, the Contractor shall pay such costs, unless the condition was caused by the City or a separate Contractor.

C. The City shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by subcontractors.

H.35. CORRECTION OF WORK

A. Correction of Work Before Final Payment: The Contractor shall promptly remove from the site of the Work all materials and/or associated portions of the Work rejected by the City Contract Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and reexecute the Work in accordance with the Contract, without expense to the City, and shall bear the expense of making good the work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such rejected Work and/or materials within a reasonable time, fixed by written notice, the City may remove it and may store the materials at the expense of the Contractor.

B. Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the City, it is agreed that the City may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

H.36. CHANGES IN THE WORK

A. The City Contract Representative may order extra work or make changes by altering, adding to or deducting from the Work, the Contract price being adjusted accordingly by Change Order without invalidating the Contract. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

B. If, instead of requiring corrections or removal of work not conforming to the requirements of the contract, the work is determined to be acceptable with diminished value in the sole judgment of the City Contract Representative, a change order shall be issued incorporating the necessary revisions in the contract, including an appropriate reduction in the contract price. Such a change order does not require the signature or approval of the Contractor. Such acceptance of non-conforming work shall not constitute a waiver of any other work required under this contract.

C. The value of any extra work or change ordered under the Contract shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum.
2. By unit prices in the Contract or subsequently agreed upon prices.
3. By a fixed fee.

H.37. SUSPENSION OF THE WORK FOR CAUSE; CITY'S RIGHT TO PERFORM THE WORK

A. If the Contractor fails to correct Work which is not in accordance with the Contract, or persistently fails to carry out the Work in accordance with the Contract, the Contract Officer, after consultation with the City Contract Representative, may order the Contractor in writing to stop the Work, or any portion of the Work, until the cause for such order has been eliminated.

B. If the Contractor fails to prosecute the Work properly or fails to perform any provision of this Contract, the City may, five (5) days after written notice to the Contractor, and without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its surety shall be liable to the City for such deficiency.

H.38. TERMINATION BY THE CITY FOR CAUSE

A. The City, upon certification by the City Contract Representative, without prejudice to any other right or remedy of the City and after giving the Contractor seven (7) days written notice, may terminate this Contract as to all or any part of the Work for any of the following reasons:

1. If the Contractor abandons the Work, or unnecessarily delays the Work.
2. If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.
3. If the Contractor fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
4. If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract.
5. If the Contractor should be adjudged bankrupt.
6. If the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
7. If the Contractor is otherwise in substantial breach of a provision of the Contract as determined by the City.

B. Upon termination of the Contract for any of the above reasons, the City, subject to any prior rights of the
surety, may:

1. Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
2. Accept assignment of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.
3. Finish the Work by whatever reasonable method the City may deem expedient. In completing the Work by a new contractor or by doing the Work itself, the City may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the City's possession and may make all necessary repairs and replacements thereto.

C. If the City terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive any further payment.

D. The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the City to other Contractors, all costs of repairs and

replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the City Contract Representative's additional services and added expenses made necessary by the termination of the Contract.

E. If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the City's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the City may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) days notice of the time and place of such sale, and the net proceeds
derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

H.39. SUSPENSION BY THE CITY FOR CONVENIENCE

A. The City may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the City may determine whenever such suspension or interruption would be in the best interest of the City.

B. If the City suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Contract, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:

1. That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or
2. That an equitable adjustment is made or denied by the City.

H.40. TERMINATION BY THE CITY FOR CONVENIENCE

A. The performance of the Work under this Contract may be terminated by the City, in whole or in part, in accordance with this clause whenever the City reasonably determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

B. If the Contract is terminated by the City as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted.
The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

C. In the event the City terminates the Work, in whole or in part, for cause pursuant to "Termination by the City for Cause" and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section shall apply.

D. Termination of the Contract or portion thereof by the City for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

H.41. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

A. The Contractor may terminate the Contract for any of the following reasons:

1. If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.
2. If the City has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the City Contract Representative, or
3. If repeated suspensions or interruptions ordered by the City pursuant to "Suspension by the City for Convenience" total in the aggregate
more than one hundred percent (100%) of the total number of days scheduled for completion, or one
hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

B. If one of the above reasons exists, the Contractor may, upon seven (7) additional days, written notice to the City Contract Representative, stop Work and terminate the Contract and recover payment from the City for all Work executed and accepted by the City and any loss sustained upon any plant or materials and reasonable profit and damages.

H.42. CLAIMS AND DISPUTES

A. City Contract Representative's Resolution of Claims and Disputes; Review by Contract Officer 10.1.1 This Article relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.

B. All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the City Contract Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.

C. Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

D. Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract.

E. The City Contract Representative shall, within twenty-one (21) days of receipt of a claim, issue one of the following:

1. Issue a decision either rejecting or approving the claim.
2. Suggest an equitable compromise of the claim.
3. Provide a schedule to the Contractor indicating when they expect to be able to take action, which shall be within a reasonable time.

F. The City Contract Representative may require the submission of additional documentation from the Contractor to facilitate a decision.

G. The Contractor shall have ten (10) days from the date of the City Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision.
Failure of the Contractor to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If the Contractor rejects the decision of the City Contract Representative in writing within such ten (10) day period, the matter shall be referred to the Contract Officer for de novo review.

H. The Contract Officer shall have sixty (60) days from receipt of a written objection by the Contractor to the City Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Article IX of the Tucson Procurement Code. During such period, the Contract Officer may require such additional documentation or testimony as deemed necessary to support his/her response.

H.43. GOVERNING LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

H.44. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

H.45. CONFLICT OF INTEREST

The City shall also have the right to terminate this Contract pursuant to the conflict-of-interest provisions of A.R.S. Sec. 38-511 and to exercise any and all remedies provided in such statute. The City may cancel this Contract if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the City of Tucson becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract.

H.46. INDEPENDENT CONTRACTOR

A. It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose (current as of 10-29-14).

B. The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees (current as of 10-29-14).

H.47. GRATUITIES

The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

H.48. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

H.49. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

H.50. INTERPRETATION - PAROL EVIDENCE

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

H.51. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

H.52. RIGHT TO ASSURANCE

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

H.53. MISCELLANEOUS PROVISIONS

A. Advertising Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

B. Affirmative Action Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

C. Americans with Disabilities Act The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

D. Equal Pay The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

E. Exclusive Possession All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

F. Israel Boycott – Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

G. Liens All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

H. Overcharges by Antitrust The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

I. Right to Inspect The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

J. Subsequent Employment The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

H.54. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the prevailing wage required by Davis-Bacon and Related Acts

Contractor shall cooperate with all efforts of the City of Tucson’s Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU’s webpage: www.tucsonaz.gov/minimumwage

I. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**QUALIFICATIONS AND EXPERIENCE OF THE FIRM: (45 points)** A. Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. B. Describe your firm's ability to provide the required performance and payment bonds. C. List the Arizona contractor licenses held by the firm. D. Provide the experience of the proposed firm on similar contracts. Identify type and location of similar work and provide specific references that may be contacted.	Points Based	10 *(25% of Total)*
2.	**EXPERIENCE AND QUALIFICATIONS OF THE TEAM: (35 points)** A. Provide experience and qualifications of key team members including any licenses, registrations or certifications applicable to the proposed work. Include resumes.	Points Based	10 *(25% of Total)*
3.	**Method of Approach and Available Resources to Complete the Work: (15 points)** A. Provide a brief synopsis of the firm's QA/QC & Safety Plans. B. Describe the firm's Training Plan for Lift Platforms and Fall Protection. C. Describe the firm's Training Plan for Excavation Protection D. List/describe the test and operating equipment that will be used.	Points Based	10 *(25% of Total)*
4.	**Subcontractor Selection Plan: (5 points)** A. Submit a proposed Subcontractor Selection Plan pursuant to ARS 34-603. The plan must describe procedures to be used in selecting subcontractors, and that selection shall be based on a combination of qualifications and price. Include information on how compliance with SBE/DBE subcontractor participation goals will be met.	Points Based	10 *(25% of Total)*

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

J. Vendor Questionnaire

J.1. Forms to be Filled Out

Cover Letter

Technical Proposal

Offer Page

[redacted]Cover Letter*

Please upload your cover letter

*Response required

[redacted]Technical Proposal*

Please upload your technical proposal per the evaluation criteria.

*Response required

[redacted]Offer Page*

Please upload the Offer page.

*Response required

J.2. City of Tucson Business License

[redacted]Do you have a City of Tucson Business License?

☐ Yes
☐ No

[redacted]If yes, please upload the business license here.

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____day of _____20_____

_____
As Tucson City Attorney and not personally personally

Awarded:

This _____day of _____20_____

_____
As Director of Business Services and not

11

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Ferris, Director, Parks Recreation and Waterfront

Subject: Contract: American Debris Box Services, Inc. for Portable Toilet Service

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or his designee to execute a contract and any amendments with American Debris Box Services, Inc. for portable toilet service in an amount not to exceed $360,000 for a period of two years, with an option to extend up to three additional 12-month periods for a total amount not to exceed $900,000.

FISCAL IMPACTS OF RECOMMENDATION

Funding for this contract is included in the FY 2025 and FY 2026 Parks Tax Fund (Fund 138) and General Fund (Fund 011) for ongoing rental and service of portable toilets in City parks, special events and emergency orders. Funding is subject to appropriation in future fiscal years in the Parks Tax Fund and General Fund.

CURRENT SITUATION AND ITS EFFECTS

The current contract for portable toilet service with United Site Services of California, Inc. ends on December 31, 2024. The City issued a Request for Proposal on August 8, 2024 for portable toilet service (Spec No. 24-11670-C) and received six proposals on August 27, 2024. A review panel comprised of City staff identified American Debris Box Services, Inc. (doing business as American Portables) as the most responsive proposal to the requirements specified in the RFP. Staff therefore recommends approval of a contract with American Debris Box Services, Inc., to provide portable toilet service to the City for a two-year period, with options to extend up to three additional years.

BACKGROUND

Since 2014, the Parks, Recreation and Waterfront Department has contracted with United Site Services of California, Inc. for portable toilet service at City parks, special events, and other needed City locations. Units are located in heavily used parks that do not have appropriate alternative restroom facilities or the existing restrooms do not meet American with Disabilities Act requirements. Additional units are placed as needed for

special events, as well as other City emergency needs. In August 2024, City staff conducted a competitive RFP process to obtain proposals for a new contract.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

American Debris Box Services, Inc. uses several methods to reduce the impact of its operations on the environment, and therefore comply with the City's environmental sustainability policies. To reduce fuel usage and carbon emissions in all service vehicles, American Debris Box Services, Inc. has installed automatic idle limiters in all vehicles. To eliminate the use of harmful chemicals, American Debris Box Services, Inc. uses the following "green" materials in their portable toilets: formalehyde-free toilet deodorizers; citrus-based non-caustic, non-flammable cleaning solutions; and refillable hand pump dispensers instead of aerosol cans. All materials are purchased in bulk to reduce package waste. The toilet paper and paper towels are made from recycled paper.

RATIONALE FOR RECOMMENDATION

On August 27, 2024 the City received six proposals. A review panel comprised of City staff identified American Debris Box Services, Inc. as the most responsive proposal to the requirements specified by the RFP

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Scott Ferris, Director, Parks, Recreation and Waterfront, 981-6700

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT WITH AMERICAN DEBRIS BOX SERVICES, INC.
FOR PORTABLE TOILET SERVICE

WHEREAS, since 2014, the Parks, Recreation and Waterfront Department has contracted with United Site Services of California, Inc. for portable toilet service at City parks and special event locations; and

WHEREAS, portable toilet units are located in heavily used parks that do not have appropriate alternative restroom facilities or the existing restrooms do not meet American with Disabilities Act requirements, and additional units are placed as needed for special events and other emergency needs; and

WHEREAS the contract with United Site Services expires on December 31, 2024; and

WHEREAS, the City issued a Request for Proposal on August 8, 2024 for portable toilet service (Spec No. 24-11670-C) and received six proposals on August 27, 2024. A review panel comprised of City staff identified American Debris Box Services, Inc. as the most responsive proposal to the requirements specified in the RFP; and

WHEREAS, funding for this contract is included in the FY 2025 and FY 2026 Parks Tax Fund (Fund 138) and General Fund (Fund 011) for ongoing rental and service of portable toilets in City parks, special events and emergency orders. Funding is subject to appropriation in future fiscal years in the Parks Tax Fund and General Fund.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee are authorized to execute a contract and any amendments with American Debris Box Services, Inc. for portable toilet service in an amount not to exceed $360,000 for a period of two years, with an option to extend up to three 12-month periods for a total amount not to exceed $900,000. A record signature copy of said contract and any amendments to be on file in the Office of the City Clerk.

12

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Ferris, Director, Parks Recreation & Waterfront

Subject: Contract: Redwood Engineering Construction for Martin Luther King Jr. Civic Center Park - Upper Plaza Improvements Project

RECOMMENDATION

Adopt a Resolution:

1. Approving the plans and specifications for the Martin Luther King Jr. Civic Center Park Upper Plaza Improvements Project; and
2. Accepting the bid of the lowest responsive and responsible bidder, Redwood Engineering Construction; and
3. Authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the approved plans and specifications, with Redwood Engineering Construction, for the Martin Luther King Jr. Civic Center Park Upper Plaza Improvements Project at 2135 Martin Luther King Jr Way, in an amount not to exceed $1,042,139 which includes a contract amount of $868,449 and a 20% contingency in the amount of $173,690.

FINANCIAL IMPLICATIONS

Funding will be recommended for appropriation through the first amendment to the appropriations ordinance in the Measure T1 Phase 2 Fund (Fund 511) and the Clean California Grant (One-time Grant Fund 336), and Parks Tax (Fund 138). Funds are carryover of FY 2024 project budget.

Construction	
Redwood Engineering Construction (lowest bid)	$ 868,449
20% Contingency	$ 173,690
Total Construction Cost	$ 1,042,139
Funding	
Measure T1 Phase 2 (Fund 511)	$ 458,128
Parks Tax (Fund 138)	$ 173,690

Clean California Local Grant Program Fund (Fund 336)	$ 410,321
Total Funding	$ 1,042,139

CURRENT SITUATION AND ITS EFFECTS

This improvement project is at Martin Luther King Jr. Civic Center Park, located at 2135 Martin Luther King Jr. Way, at the upper plaza terrace. Civic Center Park was dedicated in 1942, and was designated as a City of Berkeley Landmark in 1997.

The existing upper plaza needs renovations. The fountain and terrace area have significant deferred maintenance and non-ADA-compliant surfacing. The fountain has not worked in over fifty years, and is regularly subjected to illegal dumping of trash and human waste. The City annually removes more than 270 tons of garbage from the fountain and terrace area. The neglected appearance of this one-time symbol of civic pride deters thousands of students, workers, visitors, and residents who pass by the park regularly.

This is the first phase of improvements to the upper plaza. This project will renovate the deteriorated uneven flagstone terrace, facilitate the repair of the World Peace Wall, install sleeves for future irrigation and utility connections, provide planting and irrigation in the immediate vicinity outside of the plaza area, improve ADA accessibility around the plaza, and other related site improvements in preparation for the next phase of improvements. The second phase will include the final design and installation of artworks to create the Turtle Island Monument envisioned since the 1990's.

The contract will include a 20% contingency to cover related unexpected or miscellaneous construction services. The term of the contract is 180 calendar days, which includes a performance period of 150 days and an additional 30 days for project closeout.

BACKGROUND

The project was advertised for bids on Tuesday, August 20, 2024, and bids were opened on Tuesday, September 26, 2024. The City received 7 bids, from a low base bid of $868,449 to a high base bid of $ 1,268,600. The determination of the lowest responsive and responsible bidder was based on the price for base bid work, as indicated in the bid documents.

Redwood Engineering Construction was the apparent lowest bidder at $868,449. Evaluation of bids were conducted as outlined in the Project Manual, Document 00 2113 Instructions to Bidders – Paragraph 3.02 "Evaluation of Bids."

Redwood Engineering Construction was the lowest responsive and responsible bidder. Staff conducted references checks and received satisfactory feedback. Staff recommends that a contract for this project be awarded to Redwood Engineering Construction.

The Living Wage Ordinance does not apply to this project since construction contracts are, pursuant to City policy, subject to State prevailing wage laws. The contractor will need to submit a certification of Compliance for the Equal Benefits Ordinance. The contract will be subject to the Community Workforce Agreement.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The construction contract includes requirements to comply with the City's Environmentally Preferable Purchasing Policy and Construction and Demolition Waste program. The project is a renovation of a developed urban site and therefore will not negatively affect natural habitat.

RATIONALE FOR RECOMMENDATION

The Martin Luther King Jr. Civic Center Park Upper Plaza is needed as part of the City's ongoing program to repair, renovate, and improve accessibility at non-compliant or aging park facilities. The City does not have in-house labor or equipment resources to complete this renovation project.

ALTERNATIVE ACTIONS CONSIDERED

None

CONTACT PERSON

Scott Ferris, Director, Parks Recreation & Waterfront, 510-981-6700
Evelyn Chan, Supervising Civil Engineer, Parks Recreation & Waterfront, 510-981-6430

Attachments:
1: Resolution
2: Bid Results

RESOLUTION NO. ##,###-N.S.

CONTRACT: Redwood Engineering Construction FOR MARTIN LUTHER KING JR. CIVIC CENTER PARK UPPER PLAZA IMPROVEMENTS PROJECT

WHEREAS, the Upper Plaza at Martin Luther King Jr. Civic Center Park is in need of renovation; and

WHEREAS, the City has neither the in-house labor nor the equipment necessary to undertake this project; and

WHEREAS, invitation for bids was duly advertised on August 20, 2024, bids were opened on September 24, 2024, and the City received 7 bids; and

WHEREAS, Redwood Engineering Construction was determined to be the lowest responsive and responsible bidder, and references for Redwood Engineering Construction were provided and checked out satisfactorily; and

WHEREAS, funding will be recommended for appropriation through the first amendment to the appropriations ordinance in the Measure T1 Phase 2 Fund (Fund 511) and the Clean California Grant (One-time Grant Fund 336). Funds are carryover of FY 2024 project budget.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Plans and Specifications for Specification No. 24-11658-C for the Martin Luther King Jr. Civic Center Park – Upper Plaza Improvements Project are approved; and

BE IT FURTHER RESOLVED that that the construction contract is awarded to Redwood Engineering Construction as the lowest responsive and responsible bidder for a total contract amount of $868,449, which includes the base bid and no additive alternates; and

BE IT FURTHER RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions, or change orders until completion of the project in accordance with the approved plans and specifications with Redwood Engineering Construction for the Martin Luther King Jr. Civic Center Park – Upper Plaza Improvements Project in an amount not to exceed $1,042,139, which includes a contract amount of $868,449 and a 20% contingency in the amount of $173,690 for unforeseen circumstances. A record signature copy of the agreement and any amendments to be on file in the Office of the City Clerk.

Finance Department

General Services Division

City of Berkeley
Abstract of Bid Worksheet

FOR: Martin Luther King Jr. Civic Center Park Upper Plaza Improvements Project

Spec. # 24-11658-C **Bid Date: 9/24/2024**

	Bidders	Base Bid	Bid Bond	Addenda						
1	Redwood Engineering Construction	$868,449.00	X	X						
2	Suarez and Munoz Construction, Inc	$1,180,000.00	X	X						
3	Kerex Engineering	$999,900.00	X	X						
4	Calico California Constructors	$1,020,150.00	X	X						
5	Buhler Commercial	$1,121,530.00	X	X						
6	Bay Construction	$1,096,000.00	X	X						
7	S & H Construction, Inc.	$1,268,600.00	X	X						
8										
9										
10										

Bid Recorder: Clay Stilwell Clay Stilwell Date 25/09/24

Bid Opener: Talia Stewart Talia Stewart Date 25/09/24

Project Manager: Canhui Li Canhui Li Date 09/25/2024

Canhui Li

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390
E-mail: finance@ci.berkeley.ca.us

Signature: Ca Li

Email: CaLi@berkeleyca.gov

Signature: Clay Stilwell

Email: CStilwell@berkeleyca.gov

Signature: Talia Stewart (Sep 25, 2024 15:39 PDT)

Email: TStewart@berkeleyca.gov

24-11658-C - Abstract

Final Audit Report 2024-09-25

Created:	2024-09-24
By:	Talia Stewart (TStewart@berkeleyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhOBs_EHZMbuhvzZUkigGp2ODL3Nocclh

"24-11658-C - Abstract" History

Document created by Talia Stewart (TStewart@berkeleyca.gov)
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Document e-signed by Talia Stewart (TStewart@berkeleyca.gov)
Signature Date: 2024-09-25 - 10:39:43 PM GMT - Time Source: server

Agreement completed.
2024-09-25 - 10:39:43 PM GMT

13

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Ferris, Director, Parks Recreation & Waterfront Department

Subject: Donation from Berkeley Echo Lake Camp Association for Echo Lake Camp Youth Scholarships and Programming

RECOMMENDATION
Adopt a Resolution accepting a cash donation of up to $25,000 from the Berkeley Echo Lake Camp Association (BELCA) for Echo Lake Camp youth scholarships and programming.

FISCAL IMPACTS OF RECOMMENDATION
This cash donation in the amount of up to $25,000 from BELCA will be deposited into the Camps Fund donation revenue budget code 125-52-543-582-0000-000-000-481110.

CURRENT SITUATION AND ITS EFFECTS
The Berkeley Echo Lake Camp Association wishes to provide a donation of up to $25,000 for Echo Lake Camp youth scholarships and to fund a special collaborative work weekend for scholarship participants and UC Berkeley students at Echo Lake Camp. The City's Open Governance Ordinance (OGO) requires City Council approval of any gift to the City in excess of $1,000 (BMC Section 2.06.150, Ord. 7,166- N.S.)

BACKGROUND
Since 1922, Tuolumne and Echo Lake Camps have provided unique ways for Berkeley youth and families to experience family camp in the beautiful Sierra Mountain setting. The Berkeley Echo Lake Camp Association (BELCA) is dedicated to preserving and enhancing the Berkeley Echo Lake Camp experience for all campers of the Berkeley community. Their efforts focus on financial support, general advocacy, and enhancements to the programs and facilities at Berkeley Echo Lake Camp. Their goal is to contribute to Berkeley's environmental and social awareness through the continued success of the camp, and the preservation of the camp's history and natural beauty.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION
This donation will cover the cost of scholarship programming at Berkeley Echo Lake Camp in the 2024 season.

ALTERNATIVE ACTIONS CONSIDERED
None

CONTACT PERSON
Stephanie Chu, Recreation and Youth Services Manager, 510-981-5123

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

ACCEPTING A DONATION OF UP TO $25,000 TO THE CITY OF BERKELEY FROM THE BERKELEY ECHO LAKE CAMP ASSOCIATION

WHEREAS, the Berkeley Echo Lake Camp Association (BELCA) is dedicated to preserving and enhancing the Berkeley Camps experience for all campers of the Berkeley community; and

WHEREAS, the Berkeley Echo Lake Camp Association wishes to donate up to $25,000 to support the Berkeley Echo Lake Youth Camp Scholarship program and programming; and

WHEREAS, the cash donation in the amount of up to $25,000 from BELCA will be deposited into the Camps Fund donation revenue budget code 125-52-543-582-0000-000-000-481110; and

WHEREAS, the City's Open Governance Ordinance (OGO) requires City Council approval of any gift to the City in excess of $1,000 (BMC Section 2.06.150, Ord. 7,166-N.S.).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley to accept a cash donation of up to $25,000 from the Berkeley Echo Lake Camp Association for Echo Lake Camp youth scholarships and programming.

14

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Ferris, Director, Parks Recreation and Waterfront

Subject: Council Referral and Contract: Green Pocket Forest for Miyawaki Forest Design and Installation

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or their designee to execute a contract with Green Pocket Forest for the design and installation of a Miyawaki forest in an amount not to exceed $142,775.

FISCAL IMPACTS OF RECOMMENDATION

FY 2025 funding is available in the Parks Tax Fund (Fund 138). Funding will be recommended for appropriation in the first amendment to the appropriations ordinance in the General Fund (Fund 011). The General Fund portion is a carryover of project funds allocated by Council in FY 2024. No other funding is required, and no other projects will be delayed due to this expenditure.

CURRENT SITUATION AND ITS EFFECTS

At the intersection of Martin Luther King Jr. Way and 63rd Street there is a fenced area adjacent to the BART tracks. This is BART property and there is a maintenance agreement with the City of Berkeley. Previously this was a city irrigated lawn with some coast redwood trees (*Sequoia sempervirens*) growing here. In 2015, California Executive Order B-29-15 was implemented, banning the watering of ornamental grass on public street medians and restricting watering of other non-essential grass. In 2016 irrigation at this location was stopped, resulting in a gradual decline of the grass and trees, and a deterioration of the existing soil structure. Installation of a Miyawaki forest will improve the soil structure in this area, including increased organic content and improved water retention, and an improved growing environment for the existing trees. The new plantings will be native plants that are expected to thrive without supplemental watering after the establishment period.

BACKGROUND

The Miyawaki forest planting method mimics the way natural habitat would grow in an area if humans - and their transplanted invasive plants - disappeared. A diverse mixture of trees is planted closely together to maximize density and create balance. As closely planted saplings have to compete for light, they shoot upwards very quickly, creating rapid growth not experienced when trees are planted individually or in more widely spaced configurations. In addition to fostering extremely rapid growth, planting a wide variety of native trees and other plants closely together results in increased biodiversity, additional forage for pollinators and refuge for birds. The dense canopy cover shades weeds, creates a cool home for insects, and the increased leaf litter enhances soil fertility.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Section D.2 in chapter 3 of the City's Climate Action Plan seeks to promote tree planting, landscaping, and the creation of green and open space that is safe and attractive and that helps to restore natural processes with significant environmental benefits in the form of carbon dioxide absorption and oxygen production, as well as storm water retention and climate control. The installation of a Miyawaki forest will support the Climate Action Plan by increasing canopy cover and wildlife habitat in an area with low canopy cover.

RATIONALE FOR RECOMMENDATION

The City's Strategic Plan goal of being global leader in addressing climate change, advancing environmental justice, and protecting the environment throughout the City will be furthered by the installation of a Miyawaki forest.

ALTERNATIVE ACTIONS CONSIDERED

None

CONTACT PERSON

Scott Ferris, Director, Parks, Recreation and Waterfront, 981-6700

Attachment:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT: GREEN POCKET FOREST FOR THE DESIGN AND INSTALLATION OF MIYAWAKI FOREST

WHEREAS, the installation of a Miyawaki forest will improve the soil structure at the intersection of Martin Luther King Jr. Way and 63rd Street, including increased organic content and improved water retention, and an improved growing environment for the existing trees, and

WHEREAS, an invitation for bids was duly advertised on July 16, 2024, bids were opened on September 3, 2024, and the City received two (2) bids; and

WHEREAS, on September 12, 2024, the City determined that Green Pocket Forest received the best score as the most responsive and responsive bidder, and

WHEREAS, funding for this contract of $142,775 is available in the FY 2025 Parks Tax Fund (Fund 138). Funding will be recommended for appropriation in the first amendment to the appropriations ordinance in the General Fund (Fund 011). The General Fund portion is a carryover of project funds allocated by Council in FY 2024.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or their designee to execute a contract with Green Pocket Forest for the design and installation of a Miyawaki forest in an amount not to exceed $142,775.

15

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director of Public Works

Subject: Agreement Regarding Allocation of Costs for Railroad CrossingImprovements for Berkeley Commons Between Berkeley Commons Owner, LLC, ("Developer") a California limited liability company and the City of Berkeley ("City").

RECOMMENDATION

Adopt a Resolution authorizing City Manager to execute an agreement (Attachment 1) and any amendments with Berkeley Commons (Developer) for payment for all the improvements to mitigate the impact of Berkeley Commons Development (Project) at the Addison Street and Bancroft Way at-grade railroad crossings.

FISCAL IMPACTS OF RECOMMENDATION

Developer is responsible for all actual costs and expenses for the Union Pacific Railroad (UPRR) parties performance of the safety improvement work at the two railroad crossings pertaining to their Project. One main purpose of this agreement is to document the process pursuant to which the Developer shall assume responsibility for all such railroad costs.

The agreement further confirms that the Developer and its contractor(s) are responsible for complying with all Union Pacific Railroad (UPRR) insurance and other requirements applicable to any work performed by Berkeley Commons Owner with respect to the Developer's portion of Project safety improvements.

The Developer and City agree that the Developer shall be responsible for making all payments to the UPRR. There is no fiscal impact to the City as a result of this agreement.

CURRENT SITUATION AND ITS EFFECTS

Within Project area there are two railroad crossings; one at Addison and the other at Bancroft. The projected impacts of the Berkeley Commons development will require improvements to safely facilitate all road users through these intersections.

The City, Developer and UPRR have agreed on the Scope of Work for Developer's Work Associated with Railroad Crossings at Addison Street and at Bancroft Way are shown in Exhibits 1 & 2 respectively, attached.

BACKGROUND

A developer is constructing the Berkeley Commons research and development campus, which includes two buildings with a combined gross floor area of 470,986 square feet and two parking structures providing a total of 943 spaces on an approximately 8.5-acre industrial site owned by the developer.

Pursuant to Use Permit #ZP2019-0215, the Project is subject to certain conditions of approval which requires the Developer to coordinate with the UPRR, the California Public Utilities commission (CPUC) and the City to improve the safety of all travelers at the Addison Street and Bancroft Way at-grade railroad crossing near the Project site.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental impacts expected from the agreement between the Developer and the City.

RATIONALE FOR RECOMMENDATION

The UPRR does not enter into agreements with private entities. Therefore, the City will enter into an agreement with the UPRR on behalf of the Developer with the Developer agreeing to pay all the associated UPRR costs.

ALTERNATIVE ACTIONS CONSIDERED

Since Union Pacific does not enter into agreements with private entities the City will act as the go-between between the developer and Union Pacific in order for the safety improvements to be implemented. If the City does not step in UPRR will not approve the project, therefore no alternatives were feasible.

CONTACT PERSON

Wahid Amiri, Deputy Public Works Director, (510) 981-6396
Hamid Mostowfi, Transportation Division Manager, Public Works, (510) 981-6403

Attachments:

1. Resolution
2. Berkeley Commons Agreement re allocation of costs for railroad crossing
3. Exhibit 1
4. Exhibit 2
5. Insurance and Bonding Requirements
6. Surety Bond

RESOLUTION NO. ##,###-N.S.

AGREEMENT: REIMBURSEMENT AGREEMENT WITH BERKELEYCOMMONS, LLC FOR BERKELEYCOMMON'S CONSTRUCTION OF PUBLIC FACILITIES

WHEREAS, Berkeley Commons is engaged in the development of certain real property located at 600 Addison Street in City of Berkeley; and

WHEREAS, Development of the project under the use permits requires construction of safety improvements which consist of Union Pacific Railroad crossings safety improvements at Addison Street crossing and at Bancroft Street crossing, collectively "Public Facilities" in the project area that will serve Berkeley Commons as well as public; and

WHEREAS, Within the development project area there are two railroad crossings; one at Addison and the other at Bancroft; and

WHEREAS, The impacts of the Berkeley Commons development will require improvements to safely facilitate all road users through these intersections; and

WHEREAS, Since Union Pacific does not enter into agreements with private entities the city will act as the go-between between the developer and Union Pacific in order for the safety improvements to be implemented; and

WHEREAS, The Developer acknowledges responsibility and will pay for all actual costs and expenses for the UPRR parties performance of the safety improvement work pertaining to the Developer’s portion of the safety improvements at the two railroad crossings; and

WHEREAS, City of Berkeley will submit invoices for implementation of “Public Facilities” by Union Pacific to Berkeley Commons for payment directly to Union Pacific; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that a reimbursement agreement and any amendments with Berkeley Commons for payment of implementation of safety improvements by Union Pacific at railroad crossings pertaining to the Developer’s portion of the safety improvements at Addison and Bancroft Streets is accepted. A record signature copy of said agreement and any amendments to be on file in the Office of the City Clerk.

AGREEMENT RE ALLOCATION OF COSTS FOR RAILROAD CROSSING IMPROVEMENTS FOR BERKELEY COMMONS

This Agreement Regarding Allocation of Costs for Railroad Crossing Improvements for Berkeley Commons ("Agreement") is by and between Berkeley Commons Owner, LLC, a California limited liability company ("Developer"), and the City of Berkeley ("City"), and is effective this __ day of _____, 2024.

RECITALS

A. Developer is developing a research and development campus known as the Berkeley Commons project, containing two buildings totaling 470,986 square feet of gross floor area and two parking structures that can accommodate 943 parking spaces on an approximately 8.4-acre industrial site owned by Developer ("Project").

B. Pursuant to Use Permit #ZP2019-0215, the Project is subject to certain conditions of approval (each a "Condition"), specifically Condition No. 27, which requires Developer to coordinate with the Union Pacific Railroad ("UPRR"), the California Public Utilities Commission ("CPUC"), and the City to improve the safety of all travelers at the Addison Street and Bancroft Way at-grade railroad crossings near the Project site (together the "Crossings"). Developer and the other parties have reached a consensus regarding the improvements which UPRR and Developer each will make to the Crossings as required by Condition No. 27 ("Project Railroad Improvements").

C. SteelWave CDS, LLC ("SteelWave"), pursuant to Use Permit #ZP2021-0096 associated with an unrelated property identified as 747/787 Bancroft Way, proposes to implement certain additional improvements at the Bancroft Way at-grade railroad crossing ("SteelWave Improvements"), in coordination with UPRR, the CPUC, and the City, to improve the safety of all travelers at such railroad crossing with respect to SteelWave's development project on such property.

D. City and UPRR intend to enter into one or more Construction and Maintenance Agreements (each a "C&M Agreement") pursuant to which City will agree to reimburse UPRR and/or UPRR's third party consultants and contractors (collectively, the "UPRR Parties") for actual costs incurred by the UPRR Parties ("Railroad Costs") for all work performed by the UPRR Parties to (i) construct or install UPRR's portion of the Project Railroad Improvements, (ii) monitor or perform any engineering work regarding Developer's work on constructing or installing Developer's portion of the Project Railroad Improvements, and (ii) monitor or perform any engineering work regarding SteelWave's work on constructing or installing the SteelWave Improvements (collectively "Railroad Work"). One main purpose of this Agreement is to document the process pursuant to which Developer shall assume responsibility for all such Railroad Costs, in recognition of the fact that such costs (excluding those associated with the SteelWave Improvements) are Developer's responsibility under Condition No. 27.

E. This Agreement is further intended to confirm that Developer and its contractor are responsible for complying with all UPRR insurance and other requirements applicable to any work performed by Developer and/or its contractor with respect to the Developer's portion of the

Project Railroad Improvements, consisting of all "Project work" performed under the C&M Agreement (excluding the SteelWave Improvements).

AGREEMENT

1. Under each C&M Agreement, City (as "Political Body") is responsible for one hundred percent (100%) of all actual costs and expenses for the UPRR Parties' performance of the Railroad Work. Developer acknowledges that the Estimate, as such term is defined in a C&M Agreement, is only an estimate of the expected Railroad Costs, as further detailed and explained in the C&M Agreement. Developer and City hereby agree that Developer shall be responsible for making all payments to the UPRR Parties which City is obligated to make under the C&M Agreement, other than those associated with the SteelWave Improvements, on and subject to the terms of this Agreement.

2. Prior to the execution of any C&M Agreement between the City and UPRR intended to be subject to this Agreement, Developer shall furnish to the City a Faithful Performance Bond as described in **Exhibit A.**

3. Within five (5) days after receipt of any bill (progressive, final, or otherwise) from the UPRR Parties with respect to any portion of the Railroad Work, City shall deliver a copy of such bill by email to Developer at the email address(es) set forth in **Section 12** below, and shall simultaneously send a copy of such bill to Developer by regular mail at the street address(es) set forth in said **Section 12**. Developer agrees to reimburse UPRR or other UPRR Party within twenty-five (25) days after receipt of the emailed copy of each bill from City.

4. Developer acknowledges and agrees that Developer shall be responsible for performing, or causing its contractor to perform, the Project work. Developer further agrees that any contractor retained by Developer to perform any portion of the Project work carried out on property owned by UPRR shall comply with the conditions on such work required under the C&M Agreement. Without limiting the specificity of the foregoing, Developer shall require any contractor performing work on property owned by UPRR to execute UPRR's then-current form of Contractor's Right of Entry Agreement ("CROE Agreement") and comply with the requirements set forth therein.

5. Developer shall require any contractor entering onto UPRR property to maintain all insurance required by UPRR under the CROE Agreement, or to be covered by an Owner Controlled Insurance Program ("OCIP") policy providing such coverage. City acknowledges and agrees that such insurance requirements satisfy and supersede any insurance requirements which City would otherwise impose on such contractor and its work, except that Developer shall require its contractor's or OCIP insurance to be endorsed as follows:

(a) For the commercial general liability and automobile insurance, the City (including its elected officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed accordingly.

(b) The contractor's or OCIP insurance shall be primary to any other insurance, self-insurance or joint self-insurance available to the City with respect to any claim

arising out of this Agreement. Any insurance, self-insurance or joint self-insurance maintained by the City shall be excess of the contractor's insurance and shall not contribute with it.

(c) The contractor's or OCIP insurance will not be cancelled, limited or allowed to expire until after thirty (30) days' written notice has been given to the City, except in the event of nonpayment for premium, in which case ten (10) days' advance notice shall be required. During the term of this Agreement, the contractor shall not materially alter any of the policies or reduce any of the levels of coverage afforded thereby.

6. The laws of the State of California shall govern this Agreement. The Parties agree that venue for any dispute shall be Alameda County, California.

7. The terms of this Agreement shall not be altered or otherwise modified except by a written amendment to this Agreement executed by City and Developer.

8. Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

9. If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

10. Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any other default of Developer.

11. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto.

12. The terms and conditions of this Agreement and any documents incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and Developer. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding except by a written amendment to this Agreement.

13. All notices and other communications which are required or may be given under this Agreement or any Exhibits hereto shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) upon receipt if sent for next day delivery by recognized overnight delivery service (e.g., FedEx); (iii) upon receipt, if sent by certified or registered mail, return receipt requested; and (iv) upon receipt, if the communication consists of a bill sent by email as permitted by **Section 2** and the bill is also sent by regular mail as required by **Section 2**. In each case notice shall be sent to the respective Parties as follows:

To City: Hamid Mostowfi
Transportation Division Manager
City of Berkeley
1947 Center St., 4th Floor
Berkeley, CA 94704
Email: hmostowfi@berkeleyca.gov

To Developer: Berkeley Commons Owner, LLC
c/o Nick Menchel, Lane Partners, LLC
644 Menlo Avenue, Suite 204
Menlo Park, CA 94025
Email: nick@lane-partners.com

With copy to: Todd A. Williams
Fennemore Wendel
1111 Broadway, 24th Floor
Oakland, CA 94607
Email: toddwilliams@fennemorelaw.com

14. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. An emailed or PDF or photocopy signature on this Agreement shall have the same legal effect as an original signature.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date set forth above.

Approved as to form:

_____
Deputy City Attorney

CITY OF BERKELEY

By: _____
Name: _____
Title: _____

[Signatures continued on following page]

DEVELOPER

Berkeley Commons Owner, LLC, a California limited liability company

By: _____
Name: _____
Its: _____

Approved as to form:

_____
Todd A. Williams
Fennemore Wendel
Attorneys for Developer

Exhibit A
Insurance and Bonding Requirements

1.1 Prior to the execution of any C&M Agreement between the City and UPRR, Developer shall furnish to City satisfactory proof that Developer or any contractor intended to perform any Project work has insurance in accordance with the requirements of Section 5 of this Agreement.

1.2 Nothing herein contained shall be construed as limiting in any way the extent to which Developer or any of its contractors or subcontractors may be held responsible for payment of damages resulting from their operations.

1.3 If Developer or any contractor fails to maintain any required insurance, City may take out such insurance, and Developer agrees to reimburse City for any and all costs of obtaining such insurance.

2. Prior to the execution of any C&M Agreement between the City and UPRR, Developer shall furnish a Faithful Performance Bond in an amount not less than 110% of the cumulative sum of the Estimate, as such term is defined in each C&M Agreement subject to this Agreement, executed on the City of Berkeley Standard Performance Bond agreement form (See **Exhibit B**). Notwithstanding anything to the contrary contained in said standard form, City agrees to instruct the surety to release the bond promptly upon the latest to occur of (i) completion of Project Railroad Improvements to the satisfaction of City, and (ii) payment by Developer of all actual or expected Railroad Costs other than costs associated with the SteelWave Improvements. City shall provide such instruction regardless of the status of the SteelWave Improvements and regardless of whether City and SteelWave may have entered into a separate agreement regarding such costs or improvements.

Exhibit B
SURETY BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as Principal, and _____, a Corporation organized and existing under the laws of the State of _____ and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the City of Berkeley (hereinafter called Obligee), in the sum of two million Dollars ($2,000,000.00), for the payment whereof well and truly to be made and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that:

Whereas, the above-named bounden Principal entered into an Agreement re Allocation of Costs for Railroad Crossing Improvements for Berkeley Commons ("Contract") dated _____, 2024 with the said Obligee to do and perform the following work, to-wit:

> To coordinate with the Union Pacific Railroad ("UPRR"), the California Public Utilities Commission ("CPUC"), and Obligee to improve the safety of all travelers at the Addison Street and Bancroft Way at-grade railroad crossings near the Principal's Project site, and to make all payments to UPRR and any associated parties which Obligee becomes obligated to make under certain Construction & Maintenance Agreements between UPRR and Obligee;

which Contract is hereby referred to, incorporated by reference, and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That if the above bounden Principal shall well and truly keep, do, pay and perform, each and every, all and singular, all the matters, provisions, undertakings, covenants, terms, conditions, agreements and things in said Contract set forth and specified to be by the said Principal kept, done, paid and performed at the time and in the manner in said Contract specified, and shall pay over, make good and reimburse to the above-named Obligee, all loss and damages which said Obligee may sustain by reason of failure or default, or breach on the part of said Principal, then this obligation shall be void; otherwise to be and remain in full force and effect.

Whenever Principal shall be, and is declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly complete the Contract in accordance with its terms, provisions, undertakings, covenants, agreements, clauses, and conditions

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs. executors, administrators or successors of Obligee.

If any action or law or in equity is brought to enforce or interpret the provisions of this bond, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

SIGNED AND SEALED THIS _____ day of _____, 2024

_____

_____
Principal

_____

_____
Surety Attorney In Fact



ADDISON STREET RAILROAD CROSSING IMPROVEMENTS

BERKELEY COMMONS RAILROAD IMPROVEMENTS

BKF
2100 FRANKLIN ST
SUITE #4C
OAKLAND, CA 94612
(510) 899-7300
www.bkf.com



BANCROFT STREET RAILROAD CROSSING IMPROVEMENTS

BERKELEY COMMONS RAILROAD IMPROVEMENTS

BKF
2100 FRANKLIN STREET
SUITE #4C
OAKLAND, CA 94612
(510) 899-7300
www.bkf.com

16

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrence Davis, Director, Department of Public Works

Subject: Contract No. 32500095 Amendment: B-Bros Construction Inc. for Temporary Stabilization of Stair Tower Windows at 2180 Milvia Street

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 32500095 with B-Bros Construction, Inc. to complete the window stabilization and add additional scope to remediate flaking paint and repaint interior perimeter walls at 2180 Milvia Street, increasing the current authorized not-to-exceed (NTE) contract amount of $400,000 by $947,671, for a total NTE amount of $1,347,671.

FISCAL IMPACTS OF RECOMMENDATION

Funding for this contract amendment is available in the Capital Improvement Fund (501) in the Public Works budget. The overall project budget will increase by $947,671.

No other funding is required and no other projects will be delayed due to this expenditure.

Original Authorized Contract Amount (NTE).....	$400,000
This Amendment	$947,671
Amended Contract Amount (NTE)	$1,347,671

The additional funding is necessary since it will address staff concerns regarding the effects of occupying a building that contains lead-containing paint.

CURRENT SITUATION AND ITS EFFECTS

On or about August 28, 2024, Public Works staff was alerted to potential hazards caused by flaking paint at 2180 Milvia Street. A walk-through inspection was completed with Public Works' Building Safety Staff, and an industrial hygienist on Thursday, September 4, 2024. Public Works then engaged Acumen Industrial Hygiene (Acumen), an industrial hygiene consulting firm specializing in health and safety services, to conduct lead and asbestos testing.

Acumen was contracted to sample the areas of concern on September 13, 2024. While not all samples tested positive for lead, several paint samples did test positive for lead, but were below the threshold to be considered lead-containing paint. Following this

result, Acumen took air samples on September 30, 2024. Lead was below detection limits in the samples, indicating the absence of aerosolized lead. Following these tests, Acumen developed a remediation work plan that complies with the most stringent CDPH, EPA, OSHA, Cal/OSHA safety standards.

Additionally, Public Works has contracted B-Bros Construction Inc. to furnish labor and materials in accordance with the City's plans and specifications for necessary remediation of lead-containing paint at 2180 Milvia Street.

BACKGROUND

The City of Berkeley Civic Center is an office building for City employees and a designated historic landmark. In July, Public Works worked through emergency design procedures with the Planning Department to install fencing and safety nets to secure and mitigate the hazard caused by deteriorated windows in the secondary egress stairwells. This allowed staff to continue their engineering investigation and determine the appropriate steps to repair this landmark building.

On September 24, 2024, City Council authorized execution of a contract and any amendments, extension and/or change orders until completion of the window stabilization project at 2180 Milvia Street with B-Bros Construction, Inc. in an amount not to exceed (NTE) $400,000 (Resolution No. 71,515-N.S.).

The work currently conducted by B-Bros on the secondary egress stairwells can be expanded within the existing contract to immediately address lead paint remediation requirements.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Responsible remediation of lead-containing paint has long term health benefits for all staff and members of the public who may come into contact with the affected surfaces.

RATIONALE FOR RECOMMENDATION

The occupants of 2180 Milvia Street have expressed concern over flaking paint on interior perimeter walls. The City needs to address these concerns so employees and the public can feel comfortable in the building. The City plans to remediate the affected areas such that it conforms to the highest California Department of Public Health (CDPH), Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and Department of Industrial Relations – Division of Occupational Safety and Health (Cal/OSHA) standards. Whenever there is a conflict or overlap of these agencies, the most stringent provision shall apply. The City does not have the in-house expertise to perform the remediation work.

ALTERNATIVE ACTIONS CONSIDERED

A new Request for Proposals would take substantially longer than expanding an existing contract and would continue to expose staff and the public to lead-containing

paint. By expanding the scope of the current B Bros' contract, a fast and responsible remediation plan can move forward.

CONTACT PERSON
Wahid Amiri, Deputy Director, Public Works (510) 981-6396
Ronald Nevels, Manager of Engineering, Public Works (510) 980-6439
Elmar Kapfer, Supervising Civil Engineer, Public Works (510) 981-6435
Uriel Gonzalez, Assistant Public Works Engineer, Public Works (510) 981-6627

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 32500095 AMENDMENT: B-BROS CONSTRUCTION INC FOR TEMPORARY STABILIZATION OF STAIR TOWER WINDOWS AT 2180 MILVIA STREET

WHEREAS, on or about July 11, 2024, Public Works staff was alerted to potential hazards caused by windows in the secondary egress stairwells in 2180 Milvia Street; and

WHEREAS, glass from the windows could fall outside the building; and

WHEREAS, people and property outside the building could be at risk of being hit by it; and

WHEREAS, the City Council authorized execution of a contract and any amendments, extension and/or change orders until completion of the window stabilization project at 2180 Milvia Street with B-Bros Construction, Inc. in an amount not to exceed (NTE) $400,000 (Resolution No. 71,515-N.S.); and

WHEREAS, on or about August 28, 2024, Public Works Staff was alerted to potential hazards caused by flaking paint within 2180 Milvia Street; and

WHEREAS, on or about September 13, 2024, Public Works engaged the services of an industrial hygienist to test the affected areas for lead and asbestos, resulting in the discovery of lead-containing paint in several areas; and

WHERAS, on or about September 30, 2024, the industrial hygienist collected air samples in affected areas for lead, the results of which were below detection limits indicating the absence of airborne lead; and

WHEREAS, the industrial hygienist developed a remediation work plan based on the sampling and testing results; and

WHEREAS, the lead-containing paint should be stabilized and the affected areas should be repainted per the remediation work plan;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 32500095 with B-Bros Construction Inc. for the stabilization of the stair tower windows and to remediate flaking paint and repaint the interior perimeter walls at 2180 Milvia Street increasing the current NTE contract amount of $400,000 by $947,671, for a total NTE contract amount of $1,347,671.

17

Office of the City Manager

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Solano Avenue BID Advisory Board

Submitted by: Todd Andrew, Chair, Solano Avenue BID Advisory Board

Subject: Renewal of the Solano Avenue BID for Calendar Year 2025

RECOMMENDATION

Adopt a Resolution approving the Solano Avenue Business Improvement District Advisory Board's (hereafter "Solano BID Advisory Board" or "the Advisory Board") recommendation that Council: 1) approve the 2024 Annual Report and preliminary budget on proposed improvements in the District for calendar year 2025; 2) declare its intent to levy an assessment to finance improvements in the District for calendar year 2025; and 3) direct the City Clerk to schedule a public hearing on the renewal of the assessment for December 3, 2024.

FISCAL IMPACTS OF RECOMMENDATION

Projected BID revenue of approximately $30,000 will be deposited into the Solano Avenue BID Fund, revenue budget code 783-21-208-251-0000-000-000-412110- and expensed from budget code 783-21-208-251-0000-000-446-636110. The BID constitutes an independent funding source that must be targeted to commercial revitalization efforts that are recommended by the Solano BID Advisory Board. To the extent that the work of the Solano BID enhances the economic development of Solano Avenue and its business climate over the long term, the BID contributes towards improving City revenues through increased sales and property taxes.

CURRENT SITUATION AND ITS EFFECTS

Renewal of the Solano BID is a Strategic Plan Priority Project, advancing our goal to foster a dynamic, sustainable, and locally-based economy. Under the State of California Parking and Business Improvement Area law of 1989 (California Streets and Highways Code section 36500 et.seq.) the City Council must approve an Annual Report prepared by the Solano BID Advisory Board with a proposed budget for the next year as a requirement to levy new assessments. Accordingly, at its meeting of September 24, 2024, the Solano BID Advisory Board voted to recommend that the City Council approve the Report for the Solano Avenue Business Improvement District for 2024-25 and adopt a Resolution of Intention to renew the assessment 2025. The Resolution of Intention also sets a public hearing date for December 3, 2024 where affected Solano businesses can express support or opposition to renewal of the BID for calendar year 2025. If written and/or oral protests are received from businesses proposed to pay a

majority of the assessment, Council cannot vote to levy assessments for 2025. If no majority protest is received the Council may renew the assessment.

BACKGROUND

Since its revival in May 2012, the Solano BID Advisory Board has used Solano BID revenues to finance three programs: 1) a tree watering contract to ensure the health of 48 young street trees on Solano; 2) installing a program of 40 hanging planter baskets on light poles; and 3) sponsorship of events that attract customers to the district and improvements that enhance the pedestrian experience. In recent years, the BID program has focused on sponsoring activities and improvements intended to market and promote the Solano Avenue business district. In the wintertime, the BID in conjunction with the Solano Avenue Association (which represents both Albany and Berkeley businesses along Solano Avenue) pays a contractor to erect holiday lights and decorations on City street light poles. This will continue for the upcoming winter season. Due to expenditures in prior years, the Solano BID will use less of its funds on the holiday décor program, and, instead, explore expanded landscaping services to better maintain existing tree wells and water existing hanging flower baskets. BID expenditures are to be made through an established fiscal agency contract with Telegraph Property and Business Management Corporation (Telegraph PBMC).

ENVIRONMENTAL SUSTAINABILITY

By maintaining and enhancing the district, the Solano BID creates shopping opportunities for residents and visitors alike while encouraging alternative forms of transportation. The environmental enhancements such as the added street trees, hanging planters, parklet, and holiday decorations contribute to making Solano a more pleasant walking destination. Because the District is well served by public transportation and biking infrastructure, these services indirectly support environmental sustainability goals of encouraging alternative transportation modes to decrease carbon emissions.

RATIONALE FOR RECOMMENDATION

State law requires that the City Council annually renew the Solano BID by first passing a resolution stating Council's intention to levy an annual assessment and scheduling a public hearing on the proposed renewed assessment for the coming year.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Vincent McCoy, Secretary to the Solano BID Advisory Board, (510) 981-7043.

Attachments:
1: Resolution
- Exhibit A: Report for the Solano Avenue Business Improvement District 2024
- Exhibit A1: Map of the Solano BID
- Exhibit A2: Assessment Rates

RESOLUTION NO. ##,###-N.S.

APPROVING THE ANNUAL REPORT AND PROPOSED BUDGET OF THE SOLANO AVENUE BUSINESS IMPROVEMENT DISTRICT FOR 2024-25; DECLARING COUNCIL'S INTENTION TO LEVY AN ASSESSMENT IN THE DISTRICT FOR 2025; AND DIRECTING THE CITY CLERK TO SCHEDULE A PUBLIC HEARING FOR DECEMBER 3, 2024 TO CONSIDER LEVYING A RENEWED ASSESSMENT FOR 2025.

WHEREAS, the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code section 36500 et seq.) authorizes cities to establish parking and business improvement areas for the purpose of imposing assessments on businesses for certain purposes; and

WHEREAS, on December 9, 2003 the Berkeley City Council established such an area known as the Solano Avenue Business Improvement District (the "District"); and

WHEREAS, the City Council established a Solano Avenue Business Improvement District Advisory Board (Advisory Board) to act in compliance with State law to oversee the activities of the District; and

WHEREAS, the Advisory Board has submitted an Annual Report to the Berkeley City Council that outlines the activities of the District proposed for 2025 as required by the California Streets and Highways Code Section 36533; and

WHEREAS, the Annual Report is clear and complete and found to comply with the interests of Solano Avenue assessees; and

WHEREAS, the annual process for levying assessments in Business Improvement Districts requires that cities adopt a Resolution of Intent that declares their intent to levy such an assessment and then set a date for a public hearing where interested parties may be heard on the issue.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley as follows:

Section 1. The City Council hereby approves the Solano Avenue Business Improvement District Annual Report 2024 and Budget for the year 2025 (Exhibit A) as submitted to the City Clerk by the Solano Avenue Business Improvement District Advisory Board.

Section 2. Pursuant to the provisions of Section 36500 et seq. of the California Streets and Highways Code (the "Act"), the City Council declares its intent to levy an annual assessment for the parking and business improvement area known as the Solano Avenue Business Improvement District.

Section 3. The boundaries of the District are set forth in Exhibit A1 to the 2024-25 Annual Report which is attached hereto and incorporated herein by reference.

Section 4. The improvements and activities proposed for the District are as described in the Report and budget (Exhibit A) and appended hereto.

Council intends that these funds be used for designated activities and improvements in the Solano Avenue commercial area. Council explicitly intends that funds generated through this BID shall not be used to pay for activities routinely paid for by the City.

Section 5. The City Council intends to levy assessments on businesses located within the boundaries of the District shown Exhibit A1 and according to the business classifications and rates set forth in Exhibit A2 which is attached hereto and incorporated herein by reference.

Section 6. A public hearing shall be held before the City Council on December 3, 2024. Following the hearing the Council will consider adoption of a resolution levying an assessment as recommended by the Solano Avenue Business Improvement Advisory Board. At this hearing the Council will hear all interested persons for or against the levying of such an assessment.

Formal protests against the levying of the District assessment must be made in writing. All written and oral protests should contain the following certification: "I certify that I am the owner of the business listed below, and that the business is located or operates within the boundaries of the Solano Avenue Business Improvement District." Protests should also contain the following information: business name (printed), business address (printed), City Business License Tax Registration number, name of protester (printed), signature of protester, date of protest and the reason(s) the protester is against the levying of the District assessment. Protests will not be considered valid unless signed and submitted by the owner of a business located within the boundaries of the proposed District. Written protests shall be filed with the City Clerk, First Floor, City Hall, at 2180 Milvia Street, Berkeley, California, 94704, at or before 3 pm on December 3, 2024 and shall contain a description of the business sufficient to identify the business, and if the person so protesting is not listed on City records as the owner of the business, the protest shall be accompanied by written evidence that the person subscripting the protest is the owner of the business. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made. If written protests are received from the owners of businesses in the District which will pay fifty percent (50%) or more of the assessment proposed to be levied, no further proceedings to levy the assessment shall be taken for a period of one year from the date of the finding of a majority protest by the City Council. If the majority protest is only against the furnishing of a specified type or types of improvements or activities within the District, those types of improvements or activities shall be eliminated.

Section 7. The City Clerk is directed to give notice of said public hearing by publishing the Resolution of Intention in a newspaper of general circulation seven days prior to the public hearing.

Exhibits
A: Report for the Solano Avenue Business Improvement District 2024-25
A1: Map of the Solano BID
A2: Assessment Rates

Exhibit A

Report for the Solano Avenue Business Improvement District for 2024 and Budget for 2025

Background

The first version of the Solano Business Improvement District (BID) operated from 2002-2007, with administration of the BID headed by the Solano Avenue Association (SAA). In 2012, the Council appointed the Solano BID Advisory Board to administer the Solano Avenue BID, to fund physical improvements to the street and dedicate marketing and promotion efforts towards the businesses on the portion of Solano Avenue that lies in Berkeley. This Annual report and budget updates the most recent year of operational programs of the Solano BID.

Landscape Program

In 2013, the Solano BID financed a tree watering program for young street trees along upper Solano Avenue. In 2016, per the City of Berkeley arborist, the trees were mature enough to not require additional water services. In early 2016, the board voted to enhance Solano's landscape by installing 41 hanging planter baskets on light poles distributed throughout the district, utilizing the Downtown Berkeley Association's (DBA) services. The DBA watered and maintained the baskets though the end of calendar year 2018. From 2019 to 2021, rainwater alone supported the baskets, and in 2022 the Solano BID entered into a contract with The Peralta Services Corporation to supplement other efforts to clean, weed, and level the tree wells through the district, and to develop an ongoing watering and maintenance system for the hanging flower baskets. Peralta's services began in July of 2022 and, per Peralta, the latest contract is renewed on a quarterly basis with regularly scheduled landscaping in tree wells, including porous pavement on a weekly basis. Additional services have been considered and further options and changes will be discussed in the context of the 2025 Work Plan.

In 2020, funds were approved and a selection process was conducted for a revitalization & public realm plan study on Solano. The BID was supportive of the process and was deeply committed to involving both local merchants and local residents in the effort to re-imagine Solano Avenue in a way that brings more vitality to the Avenue in concert with the efforts of the City of Albany, with the intention of strengthening the Solano Avenue brand overall.

Marketing and Promotion of Solano

Marketing and promotion of Solano Avenue constitutes a second priority of the Solano BID. The commission has engaged with Solano Avenue Association for the purpose of increased marketing to member businesses, improved online presence, and higher visibility during events, minor and major, along Solano Avenue. Since 2018, the board approved funding for a new vendor under the direction of the SAA, with BID reimbursement to the SAA, which covered more poles and provided greater decoration coordination opportunities with neighboring Albany, all at a lower cost than previous seasons. The BID used the same vendor and process last season and plans to do the

same in the 2024-2025 season. This partnership underscores the leverage the BID obtains in working with the SAA to provide support for BID priorities for the Berkeley portion of Solano Avenue. In the remainder of 2024, the Advisory Board may again decide to participate in the development of holiday campaigns and activities (e.g., supporting the SAA in producing the 'Santa on Solano' event or similar).

The details of the 2025 Work Plan, to be developed over the remainder of the year include engaging with the City regarding traffic safety improvements, increased marketing of the Berkeley portion of Solano Avenue, and improvement programs to deploy merchant fees effectively and equitably.

Commissioner Recruitment

In the spirit of vibrant and effective service to the merchants of the Solano BID, the Advisory Board continues to recruit new board members. In June of 2024 the board increased from three to four members and ongoing recruitment is a focus for the remainder of 2024 and 2025. Merchant owners are often busy operating, and sometimes expanding, their businesses. The Advisory Board reminds merchants that they can assign a proxy, from inside or outside their organization, to represent them on the Board. City of Berkeley residence is not required for Board membership.

Solano BID Administration

The Solano BID has contracted with a fiscal agent, the Telegraph Property and Business Management Corporation (Telegraph PBMC), which charges a 5% fiscal agent fee on new BID revenue annually. For example, the anticipated new Solano BID revenue for 2025 is $30,000 so the fiscal agent fee is estimated to be $1,500.

FINANCIAL STATUS OF THE SOLANO BID, AUGUST 2024	
Solano BID Balance, as of 8/31/2024	$40,681
Accounts Receivable - Remaining 2024 Carryover from City of Berkeley	$13,582
Less fall and winter payments remaining for Solano Ave Assn Contract, for 2024-25 holiday-related events	($10,000)
Less payments for holiday decor installation, removal and storage, Nov '24 to Jan '25	($2,875)
Less fall and winter payments for Peralta Svcs Corp sidewalk/tree maintenance	($3,080)
Allocated Expenditures	($15,955)
Unallocated as of 8/31/2024	**$38,308**

BUDGET FOR THE SOLANO BID FOR 2025 (Calendar Year)	
Estimated new revenue 2025	$30,000
Carryover from 2024 (estimated)	$38,308
Estimated SAA Events Payments	($20,000)
Estimated Holiday Decorations Payments	($6,000)
Estimated Peralta Svcs Corp sidewalk/tree maintenance	($6,500)
Less fiscal agent fee to Telegraph PBMC (5%) - of estimated new revenue	($1,500)
Total additional available for expenditure in 2025	**$34,308**

RECOMMENDATIONS

The Advisory Board recommends that Council:

- Approve the 2024 Annual Report and 2025 Budget.
- Make no changes in the boundaries of the Solano Business Improvement District or in the two Benefit Zones, A & B, as shown in Exhibit A1.
- Make no changes in the method and basis for merchant assessments, as shown in Exhibit A2.
- Carry over to 2025 the estimated surplus revenues from 2024, as stated in the 2025 Budget.

Exhibit A1

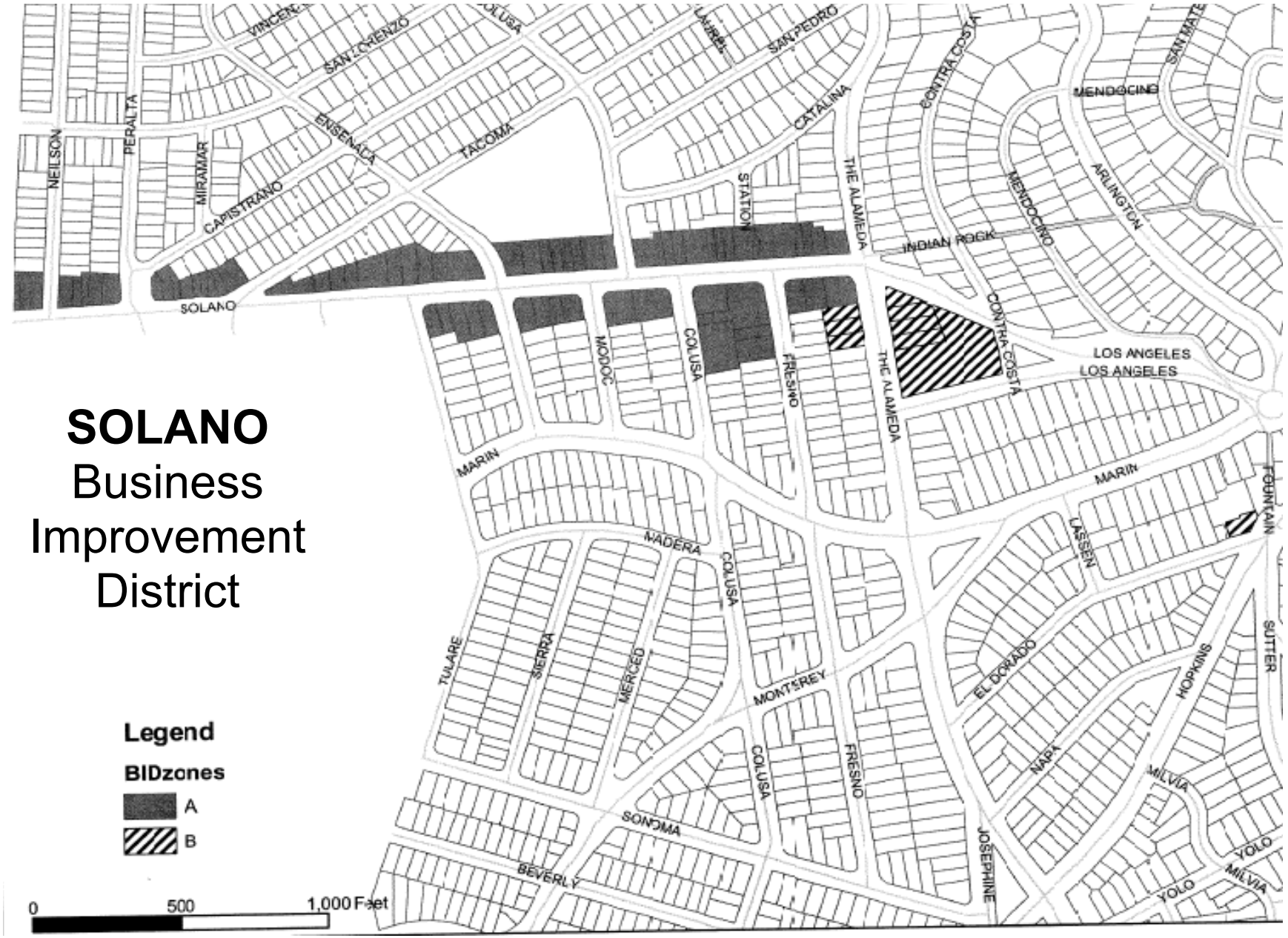

SOLANO
Business
Improvement
District
Legend
BIDzones
A
B
0
500
1,000 Feet
SAN LORENZO
PERALTA
NEILSON
MIRAMAR
CAPISTRANO
ENSENADA
TACOMA
SAN PEDRO
CATALINA
THE ALAMEDA
STATION
CONTRA COSTA
MENDOCINO
ARLINGTON
INDIAN ROCK
SAN MATEO
SOLANO
MODOC
COLUSA
FRESNO
LOS ANGELES
MARIN
MADERA
TULARE
SIERRA
MERCED
MONTEREY
EL DORADO
LASSEN
FOUNTAIN
SUTTER
HOPKINS
NAPA
MILVIA
SONOMA
BEVERLY
JOSEPHINE
YOLO

Exhibit A2

Berkeley Solano Avenue Business Improvement District Annual Assessment Formula

Type of Business		Annual Assessments *Zone A*	*Zone B*
a. *Retailers and Restaurants*	1-5 employees	$200	$125
	6-9 employees	$300	$175
	10+ employees	$400	$225
b. *Service Businesses*		$175	$100
c. *Professional Services*		$100	$65
d. *Financial Institutions*		$500	$500

18

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR
October 29th, 2024

To: Honorable Mayor and Members of the City Council

From: Councilmember Ben Bartlett

Subject: 2024-2025 Budget Request: Funding for Speed Bump at Russell and Martin Luther King Jr. Way

RECOMMENDATION

That the Council refers the November AAO#1 Budget Process $7,000 to fund the speed bump installation on Russell Street at King Street or other costs associated with the traffic calming method that City Staff sees fit.

CURRENT SITUATION

On May 21st, 2024 Regular Council Meeting, an item was passed approving the Speed Bump Installation on Russell St at King Street (South Berkeley) to improve the public space to increase safety for pedestrians, cyclists, and people living with disabilities, while also meeting the needs of public transit and emergency vehicles.

BACKGROUND:

The intersection at Russell St. and King St. located within District 3, is a regularly crossed street by pedestrians, cyclists, and drivers alike. Both Russell Street and King Street are “Bicycle Boulevards”, and are the main routes as parents/children go to Malcolm X Elementary School, Sylvia Mendez Elementary School, Emerson Elementary School, and Willard Middle School. Right at its corner, Grove Park and the Tarea H. Pittman Berkeley Public Library (South Branch) are walking-distance away, as well as other service centers in the community. Commuters park in the neighborhood, and walk or bike to Ashby BART. Neighborhood residents walk to the retail hubs with Walgreens and Berkeley Bowl. There are home-based daycares and preschools on the same block in question. Community members have expressed a shared interest in maintaining the safety and accessibility of this crucial intersection. While it serves as a hub for community activities and services, there is a growing awareness of safety concerns for all road users. While the Speed Bump Installation on Russell St at King Street (South Berkeley) item was previously passed, City Staff asked our office to write an additional item for a budget request in order to get the speed bump installed. Further, discussions with staff have revealed there are two additional traffic calming requests and an ultimate improvement of a traffic circle contemplated for the area long term via the Bike Plan. This speed bump would serve an immediate traffic calming need identified by neighbors and staff at this intersection until the long term plan is executed.

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR
October 29th, 2024

REVIEW OF EXISTING PLANS, PROGRAMS, POLICIES, AND LAWS
Video Links:

1. Public YouTube Channel - Over 50 videos demonstrating traffic violations at the intersection.
2. Silver Minivan Ignoring Stop Sign - A recent upload showing a silver minivan blasting through the intersection.
3. SUV Scaring Cyclist - Video of an SUV frightening a cyclist.
4. Cyclist Halting Due to Overtaking Car - A cyclist freezing to a halt upon hearing a car engine accelerating.
5. **Nighttime Violations:**
    - SUV at 9:26 PM
    - SUV at 9:28 PM
    - Clip at Dawn
6. Near-Miss Incident - A minivan almost hitting a cyclist.
7. Family Escaping Potential Collision - Red car blasting through the intersection.
8. Blue Sports Car Ignoring Stop Sign (January 2024)
9. **Garbage Trucks Ignoring Stop Sign (January 31, 2024):**
    - Video 1
    - Video 2

Comments and Anecdotes from Neighbors

1. **PG&E Workers' Account** - Daily observation of drivers ignoring stop signs; anecdotally, around 8 drivers per day were observed blasting through without stopping.
2. **Witness Comment #1 (Jessica and Tao, 1703 Russell Street):** "Daily observation of cars neglecting the stop sign and speeding down Russell Street."
3. **Witness Comment #2 (Cindi Augsjoost, 2906 King St):** "Close call with a car while crossing Russell. Observes daily violations of stop signs by cars. Requests speed bumps for safety."
4. **Witness Comment #3 (Balark):** "Supports the installation of speed bumps due to frequent traffic violations at the intersection."
5. **Witness Comment #4 (Sudhir, 2901 King Street):** "Daily observation of cars speeding through stop signs at all times of the day, impacting safety for all residents."

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

6. **City Council Meeting Anecdote** - Mayor Jesse Arreguín recounts his personal near-miss while cycling through the intersection, echoing community concerns.

Documents and Reference Links:

1. Request for Traffic Calming Study (Jessica Liu, 11/2022)
2. Neighbor Comment/Testimony (Cindi Augsjoost, 11/2023)
3. Correspondence with Public Works (Jessica Liu, 11/2023)
4. Neighbor Comment/Testimony (Sudhir Manandhar, 11/2023)
5. Correspondence with Public Works (Loa Ortiz, 11/2023)
6. Correspondence with Public Works (Jessica Liu, 12/2023)
7. Correspondence with Police Department (Sutapa Mallik, 12/2023)

Additional Reference Links:

1. City of Berkeley Bicycle Plan (2017) - Traffic circle recommendation at Russell St/King St intersection
2. **News Articles About South Berkeley Hit and Run:**
    - Kron4
    - Berkeleyside
    - NBC Bay Area
3. Original Petition for Traffic Safety Measures
4. News Article on Funding for Road Safety Improvements

ACTIONS/ALTERNATIVES CONSIDERED

The neighbors would also be amenable to whatever calming device City Staff sees fit such
as a traffic circle or other effective and permanent traffic calming solution.

FISCAL IMPACT:
Staff time and cost associated with the installation of a speed bump ($7,000) or other effective traffic calming measure (For example $30,000 to fund traffic circle)

ENVIRONMENTAL SUSTAINABILITY:
The proposed traffic calming measures are expected to have no adverse environmental effects. Reducing vehicle speeds and enhancing pedestrian and cyclist safety contributes to a safer and more sustainable urban environment.

RATIONALE FOR RECOMMENDATION:
The implementation of a speed bump at the intersection of Russell St. and King St would reduce consistent vehicle-related violations along the intersection.

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR
October 29th, 2024

CONTACT PERSON
Councilmember Ben Bartlett bbartlett@cityofberkeley.info
Tina R. Posner tposner@cityofberkeley.info
James Chang jchang@cityofberkeley.info

19

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Councilmember Ben Bartlett

Subject: FY25 Budget Request: Funding for Replacement of Six Existing Wrought Iron Barriers for South Adeline Circular Planters

RECOMMENDATION

That the City Council refer $50,000 to the FY25 AAO1 budget process for the replacement of the existing six wrought iron barriers that protect the circular planters on South Adeline Street in District 3, as requested by community members and identified by city staff. These new artistic barriers will match the ones on Shattuck Avenue in the downtown area, create new seating opportunities, enhance the aesthetic appeal and foster a more positive community atmosphere.

CURRENT SITUATION

The current planters on South Adeline are surrounded by wrought iron that obstructs seating and creates a negative visual and social atmosphere for the community. This need for replacement was identified by south berkeley neighborhood groups and city staff who have sought help from this office in order to move this forward. Originally, it was thought the city would authorize this payment, but were advised that, in order for this to move forward, this needs to be part of the budget process.

BACKGROUND:

South Berkeley, particularly the Adeline Corridor, has long been a vital yet underserved part of the city. Historically, this area has faced systemic underinvestment in infrastructure and public spaces, which has contributed to a lack of amenities and slower economic growth compared to other parts of Berkeley. South Berkeley, home to a diverse community, including many low-income residents and people of color, has been a focal point for grassroots efforts aimed at revitalization and equitable investment.

In recent years, the city has made efforts to address some of these historical inequities, including improvements to streets and public spaces. However, much work remains to be done to create a welcoming and safe environment that meets the needs of the local community. The South Adeline planters represent one such opportunity for improvement. The current state of the planters, surrounded by obstructive wiring, detracts from the area's potential as a community space. Community members and city staff have identified the need for upgrades, specifically the replacement of the current wiring with decorative rod iron, to enhance both the functionality and aesthetics of these public spaces.

Investing in these small but meaningful improvements is part of a broader commitment to

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR
October 29, 2024

addressing the legacy of neglect in South Berkeley and ensuring that all residents have access to safe, beautiful, and functional public areas that promote community engagement.

Community members and city staff brought the issue of obstructed seating and poor visual appeal surrounding the South Adeline planters to the attention of the Councilmember's office.

REVIEW OF EXISTING PLANS, PROGRAMS, POLICIES, AND LAWS
This request aligns with broader city goals of enhancing public spaces and creating welcoming community environments.

FISCAL IMPACT:
Staff time and cost associated with the installation of the wiring ($50,000)

ENVIRONMENTAL SUSTAINABILITY:
This project supports the city's commitment to creating sustainable and enjoyable public spaces by improving the functionality of existing infrastructure.

RATIONALE FOR RECOMMENDATION:
The replacement of the current wiring with decorative rod iron will enhance the usability of the planters as seating areas, improve the aesthetic appeal of the public space, and create a more welcoming environment for residents and visitors. This improvement aligns with the city's goals of fostering community engagement through well-maintained and attractive public spaces.

CONTACT PERSON
Councilmember Ben Bartlett bbartlett@cityofberkeley.info
Tina R. Posner tposner@cityofberkeley.info
James Chang jchang@cityofberkeley.info

20

Susan Wengraf
Vice Mayor and Councilmember District 6

CONSENT CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Vice Mayor Wengraf (Author)

Subject: "Your Rose Garden": Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds

RECOMMENDATION

Adopt a Resolution approving the expenditure of an amount not to exceed $500 per Councilmember including $500 from Vice Mayor Susan Wengraf to the Living New Deal, earmarked for the completion of the short film, "Your Rose Garden," with funds relinquished to the City's General Fund for this purpose from the discretionary Council Office Budgets of Vice Mayor Wengraf and any other Councilmembers who would like to contribute.

FINANCIAL IMPLICATIONS

No General Fund impact: up to $500 is available from contributing Councilmember's Council Office Budget discretionary accounts.

CURRENT SITUATION AND ITS EFFECTS

Your Rose Garden is a short musical film that celebrates the City of Berkeley Rose Garden, built by the Works Progress Administration in the 1930s. The film commemorates its history and continual use as a beautiful and vibrant public community space almost a hundred years after its construction. Berkeley's Rose Garden is part of a complex tapestry of Works Progress Administration (WPA) projects across the nation, whose construction helped pull the U.S. out of the Great Depression. This film will be an important part of a larger project on other WPA projects.

The film's soundtrack is a song written by Berkeley native, Alexis Harte, based on his personal enjoyment and observation of activities at the Rose Garden. "I'm a Berkeley native and, like my kids, I grew up playing in its creeks and parks. I've been to birthdays, keggers, graduations, weddings, and memorials at the Rose Garden. This song is my tribute to the place, and more broadly to the New Deal-era Works Progress Administration (WPA) that built this and so many other gems." Hear the song

The Living New Deal, a California nonprofit, is the fiscal sponsor of the film. Your Rose Garden has received a UC Berkeley Chancellor's grant of $8,000 and many private donations. Contributions from Berkeley City Council discretionary accounts will help to achieve the final budget goal for completion of $29,000.

The community is invited to share photos, videos and anecdotes with the filmmakers for possible inclusion in the film.

For further information: https://www.yourrosegarden.com/

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with adopting this recommendation.

CONTACT PERSON

Vice Mayor Susan Wengraf Council District 6 510-981-7160

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

AUTHORIZING THE EXPENDITURE OF SURPLUS FUNDS FROM THE OFFICE EXPENSE ACCOUNTS OF THE MAYOR AND COUNCILMEMBERS FOR A GRANT TO SUPPORT "YOUR ROSE GARDEN"

WHEREAS, **Your Rose Garden** is a short musical film that celebrates the City of Berkeley Rose Garden, built by the Works Progress Administration in the 1930s; and

WHEREAS, the film commemorates the Rose Garden's history and continual use as a beautiful and vibrant public community space almost a hundred years after its construction; and

WHEREAS, Councilmember Wengraf has surplus funds in her office expenditure account and will contribute $500, and invites the Mayor and other Councilmembers to join her in contributing; and

WHEREAS, a California nonprofit tax-exempt corporation, The Living New Deal, serves as the fiscal sponsor of "Your Rose Garden" and will receive funds in an amount up to $500 per contributing Councilmember's discretionary accounts; and

WHEREAS, the provision of such services would support the completion of the short film celebrating the glorious Berkeley Rose Garden.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that funds relinquished by the Mayor and Councilmembers from their Council Office Budget, up to $500 per office, shall be granted to The Living New Deal, earmarked for the completion of "Your Rose Garden."

21a

Commission on Aging

ACTION CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Commission on Aging

Submitted by: Margot Smith, Chair, Commission on Aging

Subject: Achieving Goals of 2018 Berkeley Age-Friendly Action Plan

RECOMMENDATION
Refer to the City Manager steps to revisit and act on the recommendations of the Berkeley Age-Friendly Action Plan by building on what is already occurring in the community, expanding the Plan's impact, and addressing gaps by increasing funding for personnel and other services currently being offered, as well as others identified in the Age-Friendly Plan.

While recommendations are too numerous to list here, the Aging Commission identified as first steps four (4) priority areas and goals for the Action Plan:

1. HOUSING AND ECONOMIC SECURITY: Develop a continuum of affordable, accessible housing options for older adults to age in their community regardless of their health or financial status.

2. TRANSPORTATION AND MOBILITY: Advance a network of public and private transportation (including transit, assistive devices, e-bikes and e-scooters and bicycling and walking) that equitably serves residents and connects them to services, social activities, and employment opportunities.

3. HEALTH AND WELLNESS: Develop a more integrated system of services and supports that is person-centered and ensures that all residents have the opportunity to engage in health promoting activities.

4. SOCIAL PARTICIPATION AND CIVIC ENGAGEMENT: Enhance neighborhood cohesion and social connectedness of all Berkeley residents with community events and activities that are inclusive, affordable, and accessible.

In the short term, the Commission recommends that these plans should include a budget referral to the City Manager for consideration in the biennial budget process.

POLICY COMMITTEE RECOMMENDATION

On September 17, 2024, the Budget & Finance Committee adopted the following action: M/S/C (Arreguin/Hahn) to refer the item from the Commission and the City Manager Companion Report item to the City Council with a qualified positive recommendation to consider sending both items to the City Manager for evaluation of the age-friendly action plan and the provision of recommendations. Vote: All Ayes.

These plans should at a *minimum* take into account and address the following:

1. It is important that we continue to track Berkeley's aging population (the original plan was based on earlier data that should be re-evaluated based on the 2020 United States Census, and later American Community Surveys). Berkeley must consider how to increase funding for aging services while our population continues to age (See Attachment 9 Highlights of Census Data on Aging in Berkeley). Also compare the rate of expenditure on services for this population in the Department of Health, Housing and Community Services to the overall size of the City's budget during the same period and to its growth or lack of growth in relation to the growth in the aging population (See Attachment 2 City Departmental Budgets; Attachment 3 HHCS Departmental Summary; Attachment 4 HHCS Division Summary and Attachment 9 Highlights of Census Data on Aging in Berkeley).

2. An examination and evaluation of staffing challenges and key needs in the Division of Aging Services as shown in the agency budget line items and staffing levels, as well as Berkeley's unique way of structuring aging services under the mantle of the Health, Housing and Community Services (one of only three cities in the state to do so), rather than the way most cities do, which is to put it under Parks and Recreation (See Attachment 5 Berkeley's Unique Structure for Aging Services).

There is an immediate need to expand the division from its current level of 21 full-time, and 5 part-time, career positions and 15 hourly positions by making 2 of the part-time positions full-time and adding 1 part-time, bringing the total to 23 full-time and 4 part-time. (The hourly workers assist with many of the face-to-face services offered at the two senior centers, including lunch service, front desk operations, Meals on Wheels deliveries, and facility rentals on nights and weekends. They supplement the work of 5 permanent staff, only 1 of whom is full-time; the Meals on Wheels program currently has no full-time program manager or case manager; they are currently 80% and 75% respectively. The program also needs another full-time senior center staff person; currently it is budgeted for a 50% position, but that is vacant; in order to fulfill the responsibilities of the position and to attract qualified candidates, this position, ideally, would be 100% and permanent.)

3. The dire need for increased outreach. Berkeley residents over 60 currently number approximately 20,000– or 1 in 5 residents. This number doubled in the decade from 2010 to 2020 and is projected to increase at a similar rate well into the future. Given this explosive growth, it is important that all Berkeley households and residences are made aware of the breadth of services available to individuals, their families, and their caregivers. At this time only a very small fraction of those over 60 years of age are receiving materials from the Berkeley Senior Centers and the Division of Aging Services, due to staff and budgetary shortages that have made it difficult to upgrade outreach: for instance, the main communication is via a print newsletter that is mailed to several hundred people, with no way of tracking whether it has been received. We recommend that the City invest in outreach to this growing demographic group.

This could include:

- a city-wide mailing, similar to the citywide mailings by the City Parks and Recreation Department about activities,
- updating and keeping relevant websites current,
- investing in collecting email addresses and disseminating information by email,
- reaching out to civic institutions and groups to seek their help with outreach to the aging community and their families.

SUMMARY

The Commission on Aging recommends that City Council refer to the City Manager steps to revisit and act on the recommendations of the Berkeley Age-Friendly Action Plan by building on what is already occurring in the community, expanding the Plan's impact, and addressing gaps by increasing funding for personnel and other services currently being offered, as well as others identified in the Age-Friendly Plan.

The Aging Commission identified as first steps four (4) priority areas and goals for the Action Plan:

1. HOUSING AND ECONOMIC SECURITY: Develop a continuum of affordable, accessible housing options for older adults to age in their community regardless of their health or financial status.

2. TRANSPORTATION AND MOBILITY: Advance a network of public and private transportation (including transit, assistive devices, e-bikes and e-scooters and bicycling and walking) that equitably serves residents and connects them to services, social activities, and employment opportunities.

3. HEALTH AND WELLNESS: Develop a more integrated system of services and supports that is person-centered and ensures that all residents have the opportunity to engage in health promoting activities.

4. SOCIAL PARTICIPATION AND CIVIC ENGAGEMENT: Enhance neighborhood cohesion and social connectedness of all Berkeley residents with community events and activities that are inclusive, affordable, and accessible.

The Commission recommends that these plans should include a budget referral to the City Manager for consideration in the biennial budget process.

FISCAL IMPACTS OF RECOMMENDATION
Increased General Fund for to meet staffing needs of the Aging Services Division due to increased community need.

CURRENT SITUATION AND ITS EFFECTS
In December 2018, the Mayor presented the Age-Friendly Berkeley Action Plan. This three-year plan was the result of two years of extensive outreach and engagement. It sought to ensure that older adults remain at the heart of our community and recognized them as a vital part of the fabric of our neighborhoods and civic life.

Among the motivations for the plan was the recognition of our city's rapidly changing demographics: at the time it was written–2017–it projected that by 2030 over 1 in 5 people in Berkeley would be over 65 years of age. (For the purposes of the City of Berkeley's Aging Services programs, the generally accepted age cut-off for determining that someone is a senior is 60 and above. That is the figure used in the rest of this report.) The number of older Berkeley residents was expected to double from 2018, when the plan was finalized. Those numbers have since been validated and expanded on by the 2020 Census and subsequent American Community Surveys. Berkeley residents over 60 currently number approximately 20,000–or 1 in 5 residents. This number doubled in the decade from 2010 to 2020 and is projected to increase at a similar rate well into the future. On behalf of the Commission on Aging, we would call on the Mayor, City Council and all agencies to consider how our aging city should ensure that residents 60 and older can remain a vital and active part of our community. (See Attachment 10 Understanding California's Middle-Income Older Adult Population and Attachment 11 Percent of Households with Seniors Age 65+, 2000 & 2021)

We would be remiss if we didn't seek to build on the investment that the city made in the Age-Friendly Berkeley Report, and allowed the Action Plan to languish. We call on our city's leadership to consider how we move forward and implement the many recommendations in the plan.

The issues of concern identified in the report–high cost of living, lack of affordable housing, limited reliability, coordination, and options for transportation, problems with sidewalks, poor lighting, lack of benches and limited parking, crime, widespread homelessness, insufficient number of affordable, desirable settings for out-of-home assisted living, limited options for subsidized services for moderate-income individuals,

and lack of “human touch” for information, referral and system navigation assistance– are recognizable to many of us who live in Berkeley, and we need to ask ourselves whether we have made progress in addressing these issues.

BACKGROUND

At a regular Commission meeting on February 21, 2024, the Commission on Aging voted as follows:
Approve Council report that recommends Council refer to the City Manager steps to develop plans to revisit and act on the recommendations in the Berkeley Age-Friendly Action Plan by building on what is already occurring in the community, expanding the Plan’s impact, and addressing gaps, by increasing funding for personnel and other services currently being offered as well as others identified in the Age-Friendly Plan.

M/S/C: Chisholm, Cochran, Collins, Evans, Lavault, Orrick, Porter, Smith, Yamaguchi
Noes: None
Abstain: None
Absent: None

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

In December 2018, the Mayor presented the Age-Friendly Berkeley Action Plan. This three-year plan was the result of two years of extensive outreach and engagement. It sought to ensure that older adults remain at the heart of our community and recognized them as a vital part of the fabric of our neighborhoods and civic life.

Among the motivations for the plan was the recognition of our city’s rapidly changing demographics: Berkeley residents over 60 currently number approximately 20,000–or 1 in 5 residents. This number doubled in the decade from 2010 to 2020 and is projected to increase at a similar rate well into the future. On behalf of the Commission on Aging, we would call on. We have identified a handful of small steps in increasing staffing and spending, but these are only the start of this long march toward fulfilling what was promised in the 2018 Plan.

We would be remiss if we didn’t seek to build on the investment that the city made in the Age-Friendly Berkeley Report, and allowed the Action Plan to languish. We call on our city’s leadership to consider how we move forward and implement the many recommendations in the plan.

ALTERNATIVE ACTIONS CONSIDERED
To leave the situation as is would not provide needed services in support of Berkeley's rapidly expanding over-60 population and fall short of the commitment it made when applying for and being awarded the designation of an Age-Friendly City in 2018.

CITY MANAGER
The City Manager refers to the budget process, the content and recommendations of the Commission's Report. See companion report.

CONTACT PERSON
Darlene Bronson, Commission Secretary, HHCS, 510-981-5194

Attachments:
Attachment 1 2018 Berkeley Age-Friendly Action Plan
Attachment 2 City Departmental Budgets
Attachment 3 HHCS Departmental Summary
Attachment 4 HHCS Division Summary
Attachment 5 Berkeley's Unique Structure for Aging Services & Division Activities Summary
Attachment 6 Aging in Alameda County: A Changing Landscape July 2022
Attachment 7 Breakdown of Alameda Area on Aging Funds for Berkeley
Attachment 8 Highlights of Census Data on Aging in Berkeley
Attachment 9 Understanding California's Middle-Income Older Adult Population
Attachment 10 Percent of Households with Seniors Age 65+, 2000 & 2021

Age-Friendly Berkeley

Action Plan







Berkeley, California • December 2018

Mayor's Letter

On behalf of Berkeley, California and its residents, I am proud to present this three-year Age-Friendly Berkeley Action Plan. This roadmap, developed by residents, community organizations, and the city, demonstrates our commitment to a livable community where all generations are included and are able to thrive.

Older adults are at the heart of our community and a vital part of the fabric of our neighborhoods and civic life. Rapidly changing demographics drive the timing of this effort, with the number of residents 65 and older expected to more than double by 2030 to over 1 in 5 people in the city

In 2016 under former Mayor Tom Bates, Berkeley was accepted into the World Health Organization and AARP's network of Age-Friendly Communities, which now includes over 300 US cities and 37 countries. This Action Plan addresses several areas identified by the World Health Organization as key to ensuring an aging-friendly environment.

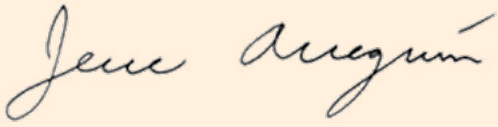
Planning was driven by the community through surveys, focus groups and discussions with community non profits and city departments. Three objectives emerged from this work that inform the recommendations. The action plan is designed to:

- Enable people to remain in their homes and communities as they navigate the transitions of aging
- Maintain and enhance the ethnic and economic diversity of Berkeley
- Ensure that people of all ages and abilities can enjoy the social and cultural assets Berkeley has to offer.

We look forward to forming broad partnerships across all sectors of our community including residents, nonprofit organizations, business leaders, faith communities and others as we move forward with these recommendations. Because services and supports cross city and regional boundaries, we will continue to work with neighboring cities and counties to address common goals.

Berkeley is uniquely positioned to address the needs of our rapidly growing older adult population and maximize the benefits of creating a more inclusive, equitable and accessible city. An extensive 2 year planning process has engaged residents, city officials and staff, nonprofits and community partners. Continued collaboration will be vital as we move forward with our next steps.

Age-Friendly communities benefit all of us and this Action Plan is part of an evolving community process for generations to come. For questions or additional information see agefriendlyberkeley.org or contact Aging Services at (510) 981-5200.



Jesse Arreguin
Mayor, City of Berkeley

Executive Summary

Background and Context

The population of older adults in Berkeley will double in the next 10 years, resulting in 1 in 5 adults being over 65 years of age. According to a study by AARP and the Age-Friendly Berkeley community survey, the vast majority of older adults want to age in their homes and communities.[1] With this shift in demographics and the desire of people to stay and thrive in their communities, policy makers need to look at how our neighborhoods are designed, including the affordability of places to live, the inclusivity of social activities, the accessibility of infrastructure, and the availability of jobs for older people. This Action Plan builds on the work of the World Health Organization's (WHO) Age-Friendly Cities and Communities Initiative, launched in 2005 in partnership with AARP in the United States. This network has expanded to over 37 countries around the world and to over 300 cities in the United States.

The Age-Friendly Berkeley initiative helps prepare Berkeley for its rapidly aging population by gathering input from the community and pulling together public and private leaders, resources, ideas, and strategies to address the issues raised. Age-Friendly Berkeley is a collective effort whose goal is to ensure that all Berkeley residents are connected, healthy, and engaged in their environments. Planning for Age-Friendly Berkeley was guided by a Leadership Team of individuals and organization representatives who have been key voices in community conversations about aging. It has members from the city, the health sector, and the nonprofit sector (See Appendix A) who worked together to ensure that the recommendations are relevant and feasible.

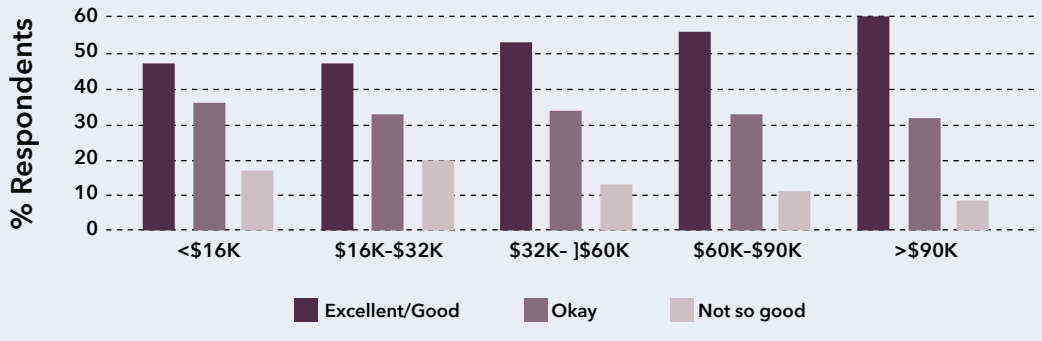
The Age-Friendly Communities movement focuses largely on collaborations with city and county governments to anticipate the wants and needs of their older populations, as well as on the growing demand for and cost of medical and social services. With Berkeley anticipating a doubling of its older adult population and with the support of former Mayor Tom Bates in 2016, the City of Berkeley completed an initial assessment, applied to and was accepted into the World Health Organization (WHO) and AARP's Global Network of Age-Friendly Cities and Communities.

Needs Assessment

Thus began a needs assessment and a 2- year process using the WHO framework to support Age-Friendly planning. The needs assessment included a review of related research and plans from other cities, a survey of over 1400 Berkeley seniors, 5 focus groups, and interviews with 18 city staff and numerous community partners. The findings are summarized in Appendix B and indicate that the needs of older adults in Berkeley are representative of findings across international, national and local studies and surveys. The community responses indicate that residents appreciate the service/activity rich environment of Berkeley, as well its walkability and its diverse people. Strikingly, residents' feelings on whether Berkeley is a good place to age varied significantly depending on income. Those earning less than $32,000 annually were more than twice as likely to rate Berkeley poorly when compared to top earners.

[1] AARP, 2012 and Age-Friendly Community Survey 2018

Rating of Berkeley as a place to age by income group



Common issues raised by community responses included:

- The high cost of living
- Lack of affordable housing, including affordable home modification and in-home supports
- Limited reliability, coordination, and options of transportation
- Problems with sidewalks, poor lighting, lack of benches, and limited parking
- Crime
- Widespread homelessness
- Insufficient number of affordable, desirable settings for out-of-home assisted living
- Limited options for subsidized services for moderate income individuals
- Lack of "human touch" for information, referral and system navigation assistance.

The Age-Friendly planning process also leveraged and incorporated community feedback gathered as part of the city's strategic planning process and the 2018 Health Status Report. The City's strategic planning process includes a focus on affordable housing, improving ADA compatibility, investing in infrastructure and improving access to information. The Health Status Report found many strengths in Berkeley related to life expectancy, but troubling disparities for African Americans and other people of color. This Age-Friendly Plan is presented as a complementary, consistent and collaborative set of recommendations focused on creating a city that is inclusive, equitable, and accessible for people of all ages.



Approach

Several themes cut across the plan's recommendations and actions. These include the need to:

- **create complete neighborhoods** that have a mix of housing types and land uses, affordable housing and transportation options, and access to healthy foods, schools, retail, employment, community services, parks and recreation options
- **foster ongoing collaborations** within large organizations, such as municipal entities, and across sectors and community organizations, as these are key to implementing policy and programs
- **leverage existing resources** to support, expand and coordinate a system of services and supports for aging in community
- **capture emergent opportunities** and leverage innovations in both technology and care/service delivery to support community-based living
- **strengthen intergenerational relationships** because while programs abound, they are mostly age-specific
- **work with other regional jurisdictions** and Age-Friendly cities to address overlapping issues and services and to find solutions to common challenges.

"Housing is not affordable."

"It is a lively city with active people."

"Does not have a welcoming downtown."

SURVEY COMMENTS OF BERKELEY SENIORS

Recommendations

The recommendations in this Action Plan are designed to build on what is already occurring in the community, improve impact, and address gaps. While recommendations are too numerous to list in the executive summary (see Appendix B), the leadership team reviewed local results using the 8 domains in the WHO framework and identified 4 priority areas and goals for the Action Plan: [2]

HOUSING AND ECONOMIC SECURITY:

Develop a continuum of affordable, accessible housing options for older adults to age in their community regardless of their health or financial status.

TRANSPORTATION AND MOBILITY:

Advance a network of public and private transportation that equitably serves residents and connects them to services, social activities, and employment opportunities.

HEALTH AND WELLNESS:

Develop a more integrated system of services and supports that is person-centered and ensures that all residents have the opportunity to engage in health promoting activities.

SOCIAL PARTICIPATION AND CIVIC ENGAGEMENT:

Enhance neighborhood cohesion and social connectedness of all Berkeley residents with community events and activities that are inclusive, affordable, and accessible.

2 Detailed information for all 8 domains is included in Appendix B where each domain includes relevant resources, current efforts that are in process, survey results and information from focus groups, GIS maps, and information from the 2016 Alameda County Plan for Older Adults and the Berkeley Age-Friendly Continuum needs assessment.

Implementation of the 3-year Action Plan

The prime objective of the Age-Friendly planning process was to develop a 3-year action plan to serve as a road map for collective action. Activities below are paced from Year 1 through Years 2-3, including evaluation and recommendations for continued improvement.

Year 1

- Designate Health, Housing and Community Services as the lead city department and the Aging Services division as the backbone agency to coordinate the initiatives
- Form a leadership team from relevant sectors of the community to work with the city
- Solidify action teams for the priority areas; prioritize recommendations
- Finalize budget and Identify funding opportunities
- Develop shared metrics and begin data collection
- Implement internal and external communication plans, set up a dashboard on the Age-Friendly website
- Catalogue and track efforts already in development.

Years 2-3

- Clarify desired outcomes and implement Year 2-3 recommendations
- Monitor progress and evaluate results using a Results Based Accountability framework
- Use the dashboard on the Age-Friendly website to track progress
- Integrate focus on aging into ongoing operations and partnerships
- Report back to the community on the status of all recommendations and begin to assess the next steps.

Community Profile

Berkeley is located on the east shore of the San Francisco Bay in northern Alameda County, California. The current population is estimated to be 117,385.[3] Berkeley was recently named one of the most livable cities in America based on AARP's Livability Index. Health, Transportation/ Walkability, and access to activities, work and play are among the assets identified in Berkeley.

Cost of living and cost of housing present some of the greatest barriers to livability. Median home sale prices remain dramatically higher than the rest of the nation, now at $1,200,000,[4] fueled by spillover from the San Francisco housing shortage, a local tech boom, and population growth. Local parcel taxes, approved by voters to support important local programs like the public schools, are generous but add to pressures on low and moderate income homeowners and renters. The high cost of living in the Bay Area was raised as a major challenge by older adults in all surveys and focus groups.

Historically, Berkeley has been a city of unexpected diversity and activity in social policy, such as fair housing legislation, voluntary school desegregation, and the independent living movement. However, current challenges threaten the economic and cultural diversity that make Berkeley a vibrant city. Recent gentrification has contributed to a 37% decline in the African American population,[5] especially in some historically African American neighborhoods in South and West Berkeley. The mortality rate for African Americans remains twice as high as the mortality rate of Whites. Berkeley has the highest per capita rate of homelessness in Alameda County.[6] Low and moderate income individuals are finding it difficult to afford to live and work here and there is an increasing divide between income levels. Estimates in 2014 indicated that 23% of those 60+ in Berkeley were living under 200% of the Federal Poverty Level.[7] Significant policy changes are needed locally and regionally as Berkeley continues to tackle these challenges.

Berkeley has a number of assets to support an active, healthy and engaged community. Berkeley is one of three cities in the state of California with its own Public Health Jurisdiction. This distinction enables public health services and initiatives to be focused on and dedicated to a discrete population. Berkeley is also home to a number of educational institutions, including the University of California, Berkeley campus, the Lawrence Berkeley National Laboratory, Berkeley City College, and the Graduate Theological Union. These institutions enhance Berkeley's reputation as an intellectual mecca and are also an economic engine for the City. Thirty percent of local jobs are in education.[8] Berkeley's international reputation plus its active arts and culture scene and a dynamic social center contribute to making it a magnet for inventive people, an incubator for business start-ups, and a science and technology hub.

3 Population number from the(the City of Berkeley based on projections from the 2010 census
4 Median housing price based on information from Zillow.
5 Summary of Our Beloved Community Proposal: Alameda County Anti-Displacement Funding Policy Plan, January 6, 2017 (unpublished), The Dellums Institute using census analysis 2010-2015.
6 City of Berkeley Health Status Report, 2018
7 American Community Survey 2010-2014, US Census Bureau
8 From the City of Berkeley's Economic Profile.

Nancy Rubin

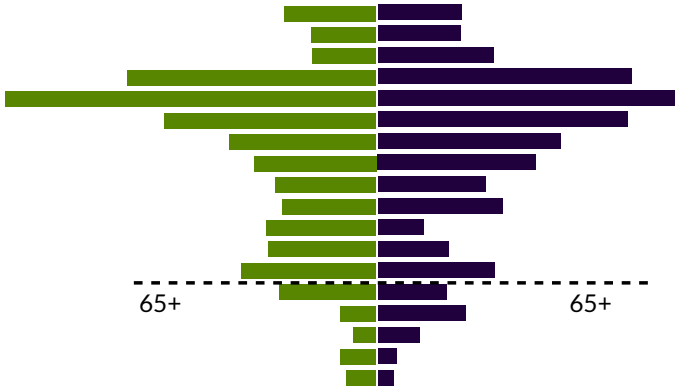


City Demographics

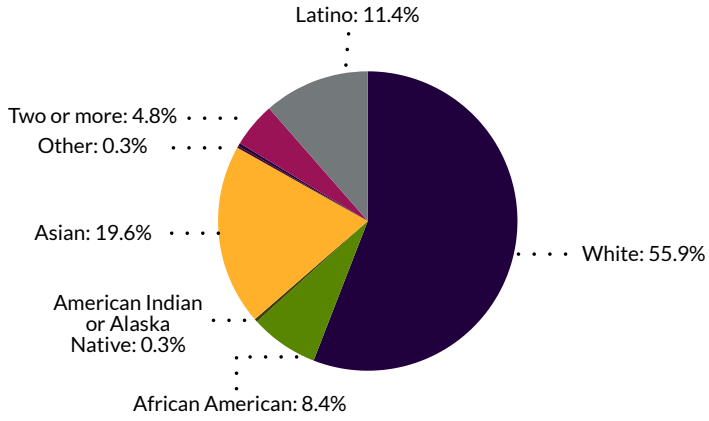
Gender & Age

From American Community Survey 2016 5-year estimates Table **S0101**

Female		Male	
Under 5 years	2,641	Under 5 years	2,365
5 to 9 years	1,856	5 to 9 years	2,339
10 to 14 years	1,828	10 to 14 years	3,285
15 to 19 years	7,202	15 to 19 years	7,200
20 to 24 years	10,712	20 to 24 years	8,424
25 to 29 years	6,108	25 to 29 years	7,072
30 to 34 years	4,231	30 to 34 years	5,188
35 to 39 years	3,532	35 to 39 years	4,488
40 to 44 years	2,903	40 to 44 years	3,057
45 to 49 years	2,693	45 to 49 years	3,544
50 to 54 years	3,159	50 to 54 years	1,300
55 to 59 years	3,114	55 to 59 years	2,011
60 to 64 years	2,931	60 to 64 years	3,300
65 to 69 years	3,903	65 to 69 years	1,952
70 to 74 years	2,799	70 to 74 years	2,486
75 to 79 years	1,036	75 to 79 years	1,187
80 to 84 years	658	80 to 84 years	531
85 years +	847	85 years +	452



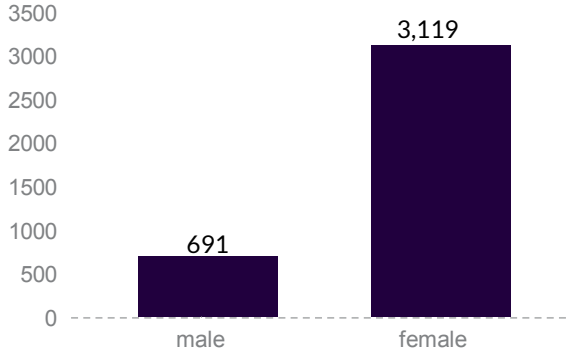
Race & Ethnicity



Race & Ethnicity data from: American Community Survey 2011-2015 5-year estimates Table **B03002**

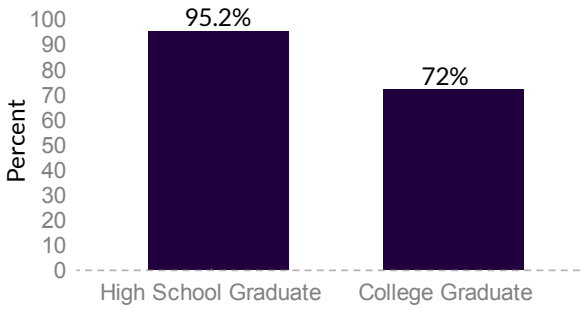
Adults Over 65 Living Alone

From American Community Survey 2017 1-year estimate Table B09020



Education of Population 65+

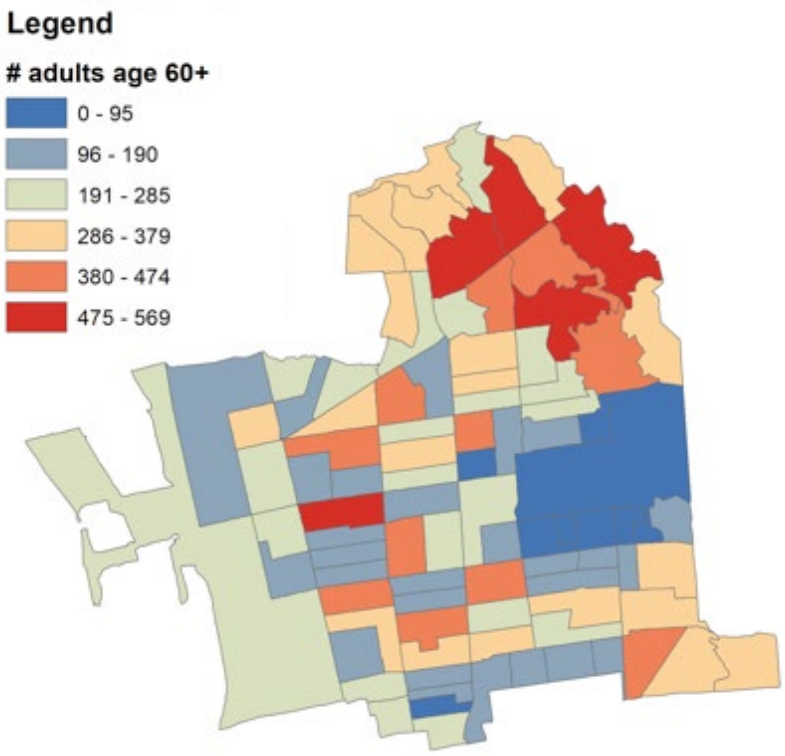
From American Community Survey 2017 1-year estimate Table **S1501**



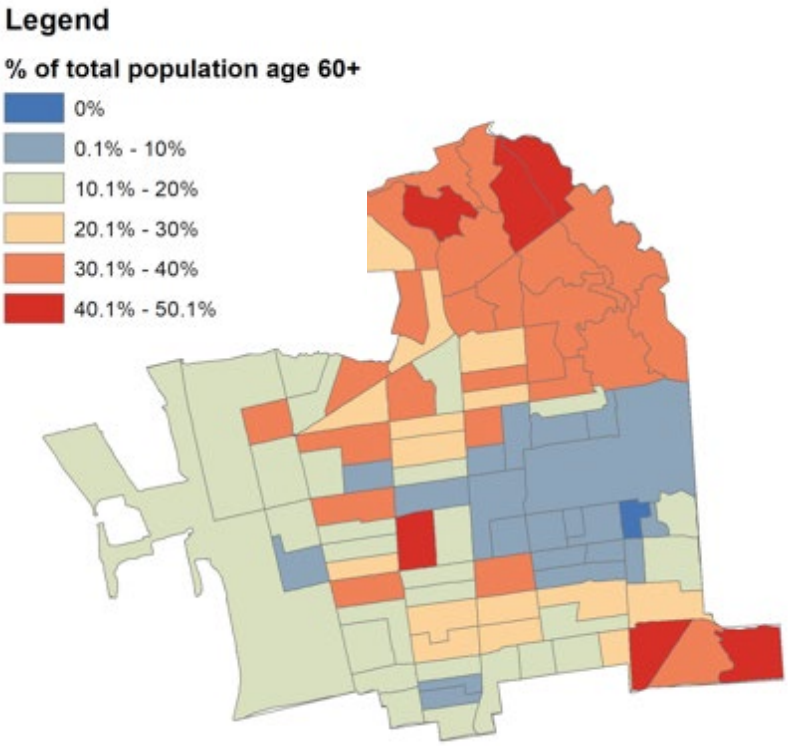
Where do older adults live?

Many older adults live in the Berkeley hills in the north eastern part of the city.[9]

These raw estimates are of people over age 60 living in each block group. Some blocks near the center of the city have high numbers because of the location of high-density affordable senior apartments.



The high concentration of older adults living in the hills becomes even more apparent when looking at the percent of people over age 60 compared to the total population living in each block group.



[9] Data are from the 2017 American Community Survey 5-year estimates table B01001 and were mapped using ArcGIS 10.5.1

Why Now?

The Census Bureau projects 2030 to be a transformative decade for the US population. Advancements in medicine and public health have led to more people living longer. The Census Bureau estimates that by 2035, older adults will outnumber children for the first time in US history. This rapid increase has major implications and will place un-precedented demands on cities and communities. In response, the World Health Organization's (WHO) Age-Friendly Cities and Communities Initiative was launched in 2005 in partnership with AARP in the United States. This network has expanded to over 37 countries around the world and to over 300 cities in the United States.

The demographic shifts projected nationally will be mirrored in Berkeley. The population of older adults in Berkeley will double in the next 10 years, resulting in 1 in 5 adults being over 65 years of age. Life expectancy in Berkeley is 86.7 years for women and 83 years for men, compared to 78.8 years nationally and 80.8 years in California. Mortality rates in Berkeley are lower than those of surrounding Alameda County and California— reflecting the city's long life expectancy.[10] As with health status, there are great disparities in longevity based on race and class

According to a study by AARP and the Age-Friendly Berkeley community survey, the vast majority of older adults want to age in their homes and communities. An Age-Friendly community promotes policies, enhances services, and creates a built environment that enables a growing population of older adults to age in their community while supporting a more inclusive, equitable and accessible city for all.

Toward an Age-Friendly Berkeley

Age Friendly Berkeley is a collective effort whose goal is to ensure that all Berkeley residents are connected, healthy and engaged in their environments. Enhancing the affordability of places to live, the inclusivity of social activities, the accessibility of infrastructure, the safety of our public spaces and improving communication and access to information are activities that will make Berkeley a better place to grow up and grow old. Addressing the needs of our older population benefits people of all ages.

To realize this vision, the Age-Friendly Berkeley initiative pulls together public and private leadership, resources, ideas, and strategies; it builds on information gleaned from the community. The leadership team for this project has local residents and members from the city, the health sector, and the nonprofit sector (see Appendix A) who have helped build partnerships to ensure the recommendations are relevant and feasible.

The World Health Organization's (WHO) Age-Friendly Cities and Communities Initiative provided a framework and network of similar efforts that supported the development of this Action Plan.



Natalie Ornstein, Berkeleyside

[10] Health Status Report, City of Berkeley, 2018

The Age-Friendly Framework

The World Health Organization and AARP's Global Network of Age-Friendly Cities and Communities fosters the exchange of experiences and initiatives as cities strive to better meet the needs of their older residents. The Age-Friendly Cities Initiative provides guidance for assessing local conditions and identifying areas for change. The Initiative uses a framework with eight domains which identify social and environmental factors that influence how well we age and how long we live. These domains align closely with the social determinants of health as defined in Healthy People 2020.[11] Based on the information gleaned from the local needs assessment, the domains in this report include:

1. Housing:

Public and private housing options, home maintenance, home modification, safety and comfort, proximity to services and community life

2. Health and Community Services:

Promote, maintain and restore health, provide home care services, coordinate service delivery and emergency planning

3. Transportation:

Public and private transit options, reliability, specialized services for people with disabilities, priority seating, traffic flow, roads, driver education, parking

4. Outdoor Spaces and Buildings:

Public areas, green spaces, outdoor and indoor seating, walkways, bike paths, lighting, customer service arrangements, public toilets

5. Social and Civic Participation:

Venues, timing, affordability, events and activities, inclusion on decision-making bodies, fostering diversity and inclusion; combating social isolation

6. Employment and Economic Security:

Volunteer and employment options, job training, age discrimination, entrepreneurship, elder fraud abuse, cost of living

7. Respect and Social Inclusion:

Programs to support cultural and ethnic diversity, public images of aging, intergenerational and family dialogue, public education, recognition of contributions to past and present, economic inclusion

8. Communication and Information:

Distribution of information, person-to-person communication, printed information, media, access to and use of technology and the Internet

[11] https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-of-health

Our Planning Process[12]

2016

✔ Convened leadership team and worked with the Mayor to launch the initiative

✔ Completed assessment and was accepted into the national and international Network of Age-Friendly Cities

✔ Included "Age-Friendly" planning in the City of Berkeley's strategic plan

2016-2018: Action Planning cycle

✔ Researched background information
- Reviewed WHO guidelines and other cities' Age-Friendly Action Plans
- Researched Age-Friendly assets and resources in Berkeley.
- Reviewed Berkeley results from the 2016 Alameda County Plan for Older Adults
- Collected relevant information from the 2017 Berkeley Age-Friendly Continuum Needs Assessment[13]

✔ Collected data from the community using WHO's Global Age-Friendly framework
- Conducted a community survey both online and by utilizing local organizations to distribute hard copies in English and Spanish
- Interviewed City staff from all departments to assess how their work could align with Age-Friendly goals, and to assess resources and potential recommendations
- Evaluated results

✔ Gathered additional community feedback from public sessions
- Added two additional focus groups to the 3 focus groups[14] from the 2017 Berkeley Continuum needs assessment
- Held several meetings and a public forum with the Commission on Aging
- Presented progress report and solicited feedback from the Berkeley City Council

✔ Synthesized community data and worked with partners to frame recommendations.

December 2018 -January 2021

➔ Finalize report and submit to AARP and WHO

➔ Implement Action Plan (see page 21)
- Year 1 Set up action framework, convene work teams and begin data collection
- Years 2-3: Execute, coordinate, and track progress of action items
  - Conduct an evaluation of the implementation process
  - Determine future needs
  - Update Action Plan

12 The Age-Friendly planning process coincides and aligns with the city's Strategic Planning process, including a focus on affordable housing, improving ADA compatibility, investing in infrastructure and improving access to information.

13 For the detailed Needs Assessment and Strategic Plan of the Berkeley Age-Friendly Continuum's 2017 report, with reference to Alameda County and national trends, go to www.berkeleycontinuum.org.

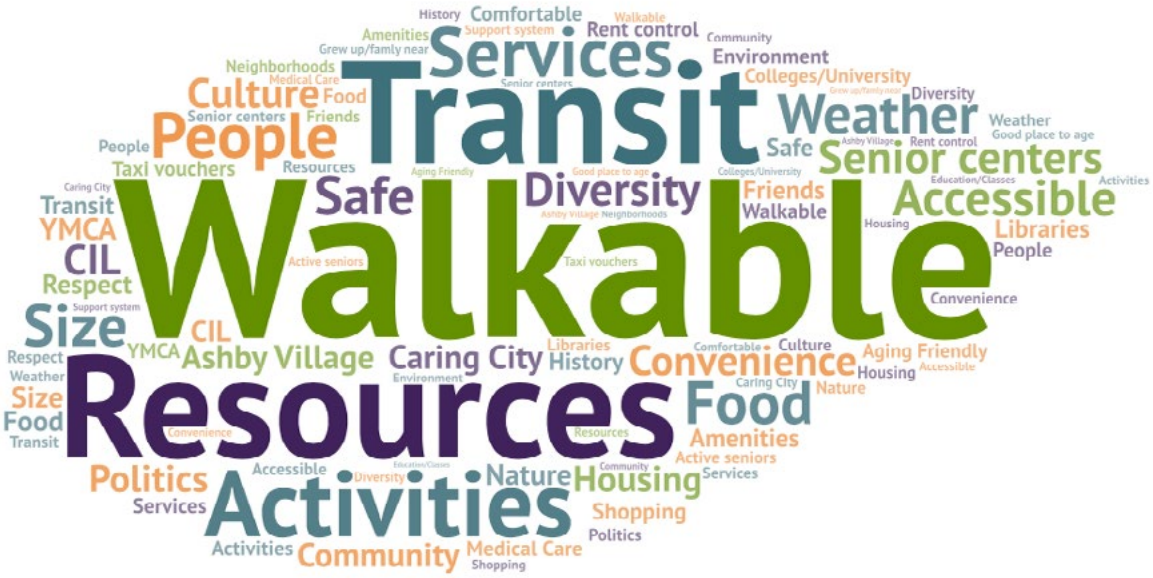
14 Thank you to Beatrice Leyva-Cutler and Faye Combs, community volunteers who organized the focus groups.

Top Findings

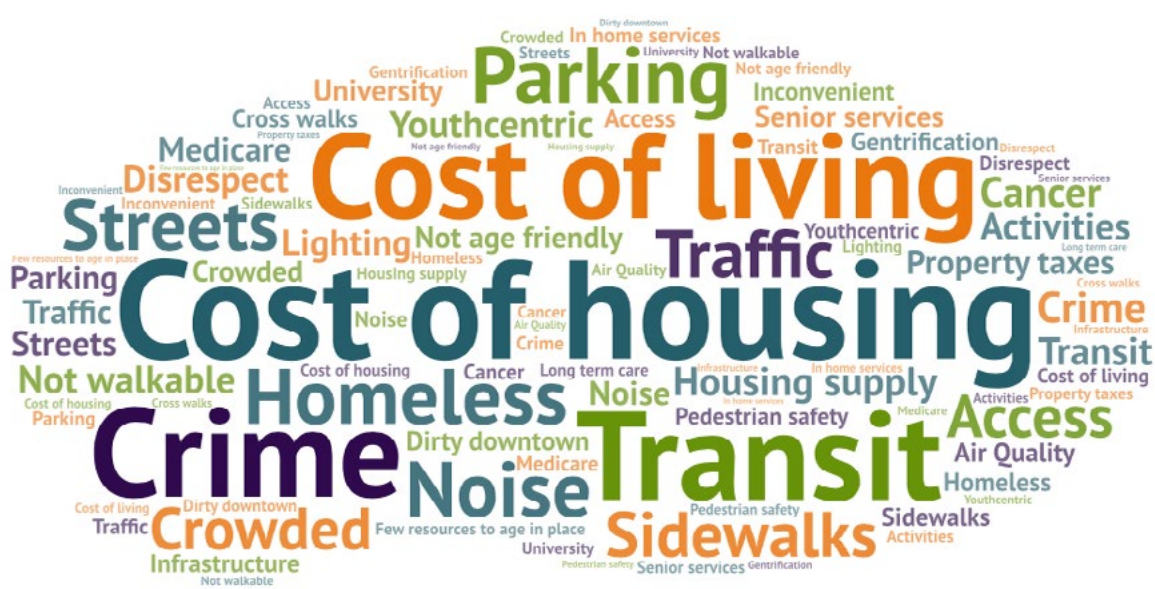
What Older Berkeley Residents Like Best and Least in Berkeley

The 'word clouds' below display words that were used to answer an open-response question on the Age-Friendly Berkeley Community Survey. People responded to what they like best and least about Berkeley as a place to age. The more common the response, the larger the font. Transit is highlighted in both positive and negative comments which is most likely linked to where people live, with people in the Berkeley Hills being most concerned about transit.

Reasons for Positive Views of Berkeley as a Place to Age



Reasons for Negative Views of Berkeley as a Place to Age



Findings and Priority Areas

There are many programs and services in Berkeley that support an active and healthy community for people of all ages. The recommendations from this Action Plan are designed to build on what is already occurring, improve impact, and address gaps. Given the rapidly changing landscape and the pace of developing technology, we see this action plan as a living document, open to enhancement.

Several themes cut across the plan's recommendations and actions. These include the need to:

- **create complete neighborhoods** that have a mix of housing types and land uses, affordable housing and transportation options, and access to healthy foods, schools, retail, employment, community services, parks and recreation options
- **foster ongoing collaborations** within large organizations, such as municipal entities, and across sectors and community organizations, as these are key to implementing policy and programs
- **leverage existing resources** to support, expand and coordinate a system of services and supports for aging in community
- **capture emergent opportunities** and leverage innovations in both technology and care/service delivery to support community-based living
- **strengthen intergenerational relationships** because while programs abound, they are mostly age-specific
- **work with other regional jurisdictions** and Age-Friendly cities to address overlapping issues and services and to find solutions to common challenges.

After reviewing community responses and promising local efforts already underway, this Action Plan identified four priority areas: [15]

Housing and Economic Security

Transportation and Mobility

Health and Wellness

Social Participation and Civic Engagement

Within each of these 4 areas, recommendations fell into 3 categories:

Equity and Inclusion

Information

Infrastructure and Policy

These priority areas and recommendations are summarized in the following pages along with local programs and policies already in development. Detailed information for all 8 domains can be found in *Appendix B*.

[15] Detailed information for all 8 domains is included in Appendix B where each domain includes relevant resources,current efforts that are in process, survey results and information from focus groups, GIS maps, and information from the 2016 Alameda County Plan for Older Adults and the Berkeley Age-Friendly Continuum needs assessment.

HOUSING AND ECONOMIC SECURITY

Financial and housing worries topped the list of concerns across all income levels. Given housing costs in the San Francisco Bay Area, most housing is no longer affordable; nor, is there a continuum of housing options (including assisted living) available in Berkeley as we age. More affordable housing is needed to prevent further displacement. Should older adults remain in their homes, they need affordable options for safety and accessibility home modifications. While there are several housing programs in Berkeley, and some programs specifically designed to help low income seniors, they are disconnected and it is clear from focus groups that people are unaware of them. Berkeley also needs to work with neighboring communities to expand eligibility criteria for those just above income guidelines who struggle without subsidized programs. Additionally, many residents believed that there are not enough flexible jobs with accommodations for older workers to stay employed. 20% of those who reported that they are retired are, in fact, "gigging" to make ends meet. The scale of these problems requires broad, often regional, policy solutions.

Already In Development

- ✔ Senior and disabled home loan program
- ✔ Accessory Dwelling Unit (ADU) policies
- ✔ Expanded home safety inspection program
- ✔ Several pilot programs: Homeless Coordinated Entry, Berkeley Home Match and the development of a Service Linked Senior Housing/ Community Center model
- ✔ Business Succession Planning

Goal and Recommendations

Develop a continuum of affordable, accessible housing options for older adults to age in their community regardless of their health or financial status.

➔ Equity and Inclusion:

- Include targets for the older adult population in the City Housing Element.
- Address the need for affordable, accessible housing at all levels of need; expand eligibility criteria for subsidized services to raise access levels to moderate income individuals.
- Expand access to supportive housing for vulnerable populations.

➔ Information:

- Provide an online resource and educational workshops at Senior Centers about renters' rights and strategies to qualify for access to both market and below market rate housing.
- Offer workshops and education on financial planning and elder fraud abuse.
- Assess and map housing options for the public via written materials and the internet.
- Provide broader communication of assistance with local taxes for low income residents.

➔ Infrastructure and Policy:

- Develop a program for housing cost relief for moderate income seniors who do not qualify for income restricted housing.
- Incorporate mixed zoning in all neighborhoods, increasing walkability and access to services and commercial areas.
- Pursue affordable settings for out-of-home assisted living (e.g., CCRC and alternatives).
- Enable increased development of accessory dwelling units (ADU) by streamlining the construction approval process.

HEALTH AND WELLNESS [16]

Berkeley and surrounding cities have abundant healthcare and community service resources; however, most programs do not have the capacity to meet the increasing demand from seniors. Care navigation for accessing resources, affordable in-home care, and memory care are gaps in local resources. Participants in the Berkeley Continuum, Age-Friendly Berkeley and Alameda County planning consistently voiced a desire to bring services and supports to them in their home rather than requiring institutional care. Residents need access to providers and other health and wellness services such as venues for fitness, especially in South and West Berkeley. Berkeley is unique in having its own public health jurisdiction, however, there needs to be more coordination with the County Public Health Department and neighboring cities' Age-Friendly efforts to address and prevent common health issues.

Already In Development

- ✔ Emergency preparedness and resiliency planning
- ✔ Healthy food access and cooking programs
- ✔ Whole Person Care pilot, an Alameda County wrap around program for the homeless
- ✔ Alameda County's Senior Injury Prevention Program (SIPP)

Goal and Recommendations

Develop a more integrated system of services and supports that are person-centered and ensure that all residents have the opportunity to engage in health promoting activities.

➔ **Equity and Inclusion:**

- Implement additional health related programs around nutrition and exercise, with special outreach to underserved groups.
- Broaden outreach for dental care to low income and vulnerable seniors.
- Expand eligibility criteria for subsidized services to raise access levels to moderate income individuals.

➔ **Information:**

- Provide affordable, local navigators to help address basic systems navigation needs, e.g., public benefits, housing, and service referrals.

➔ **Infrastructure and policy:**

- Obtain funding for additional geriatric case managers and navigators.
- Convene a summit on memory care to plan a community response to dementia and related diseases.
- Improve the workforce pipeline of home care workers and create a centralized source of vetted referrals.
- Champion lower costs for in-home services, while ensuring a living wage for home health care workers.

16 In this context "wellness" refers to the social determinants of health, defined by the World Health Organization as "the conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life." https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-of-health

TRANSPORTATION AND MOBILITY

Transportation is a major concern for older residents, especially those in isolated areas such as the Berkeley Hills and low-income residents in other areas of the city. Many older adults are unfamiliar with public transportation or do not trust its reliability. Uneven sidewalks and pedestrian safety concerns are also barriers for accessing transportation options. Public transit issues such as the absence of benches or shelter at station stops and inadequate lighting, often prevent people from using services. Better public transportation options can help seniors access needed services and combat feelings of isolation. Safe driving refresher courses are also needed but there are few local options.

Already In Development

- ✔ New street policy and design approaches being used as streets are repaired and developed
- ✔ Master Pedestrian Plan being developed in commercial areas
- ✔ City sidewalks being assessed for repairs
- ✔ Mobility management and travel training being offered to seniors

Goal and Recommendations

Advance a network of public and private transportation that equitably serves residents and connects them to services, social activities, and employment opportunities.

➔ Equity and Inclusion:

- Ensure that popular destinations are accessible via various transportation modes, particularly for those in outlying neighborhoods or with mobility challenges.

➔ Information:

- Extend education programs about transit options.
- Promote older driver safety by linking seniors to low-cost defensive driving workshops.

➔ Infrastructure and policy:

- Continue to develop 'complete streets' design to ensure safe travel and access for users of all ages and abilities regardless of their mode of transportation.
- Collaborate to advance affordability, availability, and reliability of public transportation.
- Improve transportation infrastructure (benches, pavement, shelters).
- Create well marked 'safe routes' to common destinations with smooth sidewalks, large print signs, and good lighting.

"Good public transportation."

"Walkability in 'the flats' "

"Convenient parking in downtown is not easy to find."

"Poor transportation options"

SURVEY COMMENTS OF BERKELEY SENIORS

SOCIAL PARTICIPATION AND CIVIC ENGAGEMENT

While many Berkeley residents participate in local activities, organizers need to outreach broadly across race, immigration status, sexual identity and orientation, income level, and housing status. The population of isolated seniors needs to also be considered. Although there are various websites and newsletters indicating what is available in Berkeley, most residents are unaware of the offerings. Multiple modes of communication need to be used to ensure that older adults stay informed and engaged. The city website is difficult to navigate and needs to be regularly updated to be useful. In addition, many people call the county 2-1-1 information line, but data about why people call and how they manage referrals is not tracked. Being the home of the independent living movement, Berkeley was ahead of other cities in terms of accessibility. However, public buildings and parks need to continue to be updated with evolving standards to ensure residents with mobility challenges can participate. For the same reason, amenities to make parks safer and more accessible, like public bathrooms, lighting, and benches, are needed.

Already In Development

- ✔ Development of a home visit program to isolated seniors
- ✔ Inclusion of older people in public images
- ✔ Intergenerational programming in the schools and community (e.g., active volunteers)
- ✔ Redesign of the city website to make it more accessible and easier to navigate
- ✔ Plans to increase access to broadband internet, up-to-date devices, and training, in partnership with nonprofit organizations
- ✔ Redevelopment of Berkeley's 3-1-1 line, an online service center
- ✔ Improved access to information about the options for social engagement in Berkeley
- ✔ Older adult inclusion in concept planning for the North Berkeley Senior Center
- ✔ Addition of older adult programs in parks and recreation venues and consideration of increased hours at public parks

Goal and Recommendations

Enhance neighborhood cohesion and social connectedness of all Berkeley residents with community events and activities that are inclusive, affordable, and accessible.

➔ Equity and Inclusion:

- Re-frame senior centers and outreach to attract a broader community.
- Promote Age-Friendly business practices through an Age-Friendly Business Certification program.
- Seek older adult input into current municipal planning around resiliency and infrastructure.

➔ Information:

- Create an easier to access and navigate directory of Age-Friendly organizations, activities and engagement opportunities.
- Add a link to activities for older adults to the City of Berkeley website.

➔ Infrastructure and policy:

- Create safe routes to common destinations.
- Improve park bathrooms and facilities.
- Re-open Willard Pool to improve public access to swimming in South-East Berkeley.

Implementation Plan

Year 1

Infrastructure
Designate the City of Berkeley Health, Housing, and Community Services, Aging Services Division as the Backbone Agency and obtain funding to support the Aging Services Manager in coordinating the initiatives

Solidify Action Teams
Use the potential partners list (page 22) to identify regional, city, and community based team members for each priority area

Form a Leadership Team
consisting of 5-7 champions from relevant sectors (the City, local residents, health, transportation, business, etc.) to guide implementation of the action plan

Create Communication Network
Identify City staff to be contacts for work within the City. All City Departments will be responsible for the Action Plan recommendations.

Commit to the Action Plan & Work on Year 1 Goals
Community partners and city staff coordinate Year 1 activities for each priority area
Leadership team finalizes funding needs and plans strategies to support year 2-3 recommendations

Develop Shared Metrics
Action and Leadership team members Identify and agree on high level indicators and set up a framework using Results Based Accountability to measure progress in years 2-3

Communicate Results of Year 1
Develop an online dashboard using the Age Friendly website to inform the public and track progress
Ensure that the Commission on Aging is continually updated and consulted

Year 2-3

Prioritize and begin work
the remaining recommendations in collaboration with City and community partners

Work on Year 2-3 Initiatives
Community partners and City staff work toward Year 2-3 targets

Monitor & Improve
Monitor progress and continually improve processes using the Results Based Accountability framework

Communicate Results of Year 2-3
Use the online dashboard on the Age-Friendly Berkeley website to inform the public and track progress

Potential City & Community Partnerships

A critical goal for Year 1 Implementation (see Plan on page 21) will be to solidify the teams that will address goals in each priority area. Partners come from City of Berkeley departments, local community organizations, county and regional entities, as well as other cities with Age Friendly initiatives. Below is a table with city departments, a partial list of relevant local organizations, and some regional linkages that can help address broad areas such as housing, health and transportation.

	Regional	City of Berkeley	Local Community
Housing & Economic Security	• Housing Authority of Alameda County • BACS (Bay Area Community Services) • SAHA (Satellite Affordable Housing Associates) • RCD (Resources for Community Development) • Covia • Rebuilding Together • Habitat for Humanity • ASSETS • Encore, Inc. • East Bay Works	**Health Housing & Community Services:** Housing Services **City Manager's Office:** Office of Economic Development **Health, Housing, & Community Services:** Community Services & Administration **Planning & Development**	• Ashby Village • BOSS (Building Opportunities for Self Sufficiency) • UC Retirement Center • Legal Assistance for Seniors • Berkeley Chamber of Commerce
Transportation & Mobility	• AC Transit • BART • East Bay Paratransit	**Health, Housing and Community Services** Aging Services Division **Public Works:** Transportation Division	• Senior Center Shuttles • CIL Shuttles • CEI Shuttles • UC Berkeley: SafeTREC • Ride share companies
Health & Wellness	• Alameda County Health Care Services Agency • IHSS (In-Home Supportive Services) • LifeLong Medical Care • CEI (Center for Elders' Independence) • Alzheimer's Services of the East Bay • Alta Bates Medical Center • Sutter Health • Kaiser Permanente • Alameda County IHSS Program • CIL (Center for Independent Living) • Legal assistance for seniors	**Health, Housing, & Community Services:** Public Health Division Community Services & Administration Aging Services Division **CARE Team** **Berkeley Fire Department**	• SIPP (Senior Injury Prevention Program) • Lifelong Over 60 Health Center • YMCA • Jewish Family Services • Berkeley Continuum
Social Participation & Civic Engagement	• California Department of Aging • CEI (Center for Elders' Independence) • CIL (Center for Independent Living) • Covia: Well Connected • Jewish Community Center of the East Bay • University of California Retirement Center • Forget Me Not • Lavender Seniors • Gray Panthers • East Bay Regional Park District • BORP (Bay Area Outreach and Recreation Program) • Eden I & R (2-1-1)	**Health, Housing & Community Services:** Aging Services Division **Public Works:** Disability Compliance Program **Parks, Recreation, & Waterfront Deparment** **Information Technology** **Planning & Development**	• Ashby Village • Alta Bates Tele-Care • UC Botanical Garden • Tilden Regional Park • UC Berkeley: Center for Technology & Aging • Berkeleyside • Berkeley Public Libraries • J-Sei • UC Berkeley Osher LifeLong Learning Institute • UC Berkeley Bears for Elder Welfare • Berkeley Student Co-op • Elder Action



Health & Community Services

Berkeley has numerous health care resources, including Alta Bates Summit Medical Center, part of the Sutter system, and LifeLong Medical Care, a network of community health centers. The ratio of primary care doctors to residents is well above the national average. Berkeley is located between Stanford and UCSF medical schools. Stanford Health Care and John Muir Health recently expanded to Berkeley. However, there remain stark health inequalities across ethnicity, income, and neighborhood that several community programs are addressing. These include access to dental care, especially for vulnerable and underserved populations. Additional care navigation and programs that de-stigmatize seeking help for mental health and other basic needs are necessary to improve the well-being of all residents.

AGE FRIENDLY RESOURCES

Public

Senior Center Programs
City Senior Centers provide recreation, affordable hot meals, health & wellness education and other supportive services.

In-Home Supportive Services (IHHS)
Alameda County, with federal, state, and local funding, provides personal care services that help seniors on Medi-Cal stay safely in their homes as long as possible.

City Public Health Department
The city has its own public health department, allowing a focus on local health issues residents face.

AC Care Connect
AC Care is a county program that provides complete services for those experiencing homelessness, including behavioral and physical health, housing, and legal services.

MSSP
The CA Dept. of Aging Multipurpose Senior Services Program (MSSP) provides healthcare management for seniors who qualify for nursing home care and prefer to remain in their home.

Heart to Heart
A mobile van run by the City and LifeLong Medical Care helps address inequities in treatment for hypertension and heart disease in South Berkeley by connecting residents with programs, resources, and services.

Adult Immunization
Free flu shots and low-cost immunizations are available at the Ann Chandler Public Health Center.

Case Management
Targeted case management for Medi-Cal beneficiaries is available through the city; referrals are also available through City Aging Services, Jewish Family Services, LifeLong Medical Care, and the Public Health clinic.

Senior Injury Prevention
City injury prevention workshops and education about geriatric health concerns are available from the Berkeley Fire Department that often responds to 9-1-1 calls from seniors.

GMOL
Getting the Most Out of Life is an Alameda County Health Care Services Agency program that promotes planning for end-of-life and hospice care before a medical emergency occurs.

Food Assistance
There is meal delivery and food assistance available through Meals on Wheels, CalFresh, Food Bank, and the Area Agency on Aging

CARE Team
Community Accessing Resources Effectively (CARE) is a cross disciplinary team that looks at improving care for high utilizers of emergency services.

Health Status Report
The Health Status report is a regular City report that provides information about residents' health status.

Peer-to-Peer
City community health advocates visit churches, parks, and community centers to let people know about programs.

AGE FRIENDLY RESOURCES

Public

Nurse of the Day
A City public health nurse provides free health information, referrals, and education.

CERT
A Community Emergency Response Team provides education in disaster preparedness and training in basic emergency skills (Fire Department).

Fire Dept. Collaboration
Berkeley Fire refers 'at-risk' seniors to City Aging Services; emergency forms posted in seniors' homes notify EMS of critical health information.

Ombudsman Program
This Alameda County program, with funding from the Older Americans Act through the Area Agency on Aging, ensures residents of long-term care facilities are receiving safe, quality services.

County Veterans Services
This county program helps inform people about veteran services and assists people with claiming and maintaining benefits for which they are eligible.

Nonprofit

Over 60 Health Center
Lifelong Medical Care's Over 60 Health Clinic offers primary care, chronic disease management, social services, and health education specifically for seniors.

BP Drop-in Clinic
There is a drop-in clinic for checking blood pressure at LifeLong's Over 60 Health Center to address health disparity in monitoring hypertension.

Living Well With A Disability
Free peer workshops are organized by CIL and designed for seniors (55+) who have a newly acquired disability.

YMCA classes
The YMCA in Berkeley offers Healthy Living Programs to help manage chronic diseases, as well as several senior aquatics, aerobics, chair exercise, and gentle yoga classes.

Alzheimer's Services of the East Bay
Alzheimer Services is a nonprofit organization that provides care services to people with dementia, support for caregivers, and education about dementia care.

LAS
Legal Assistance for Seniors (LAS), located in Oakland and serving all of Alameda County, is a nonprofit that provides legal advice, representation, and education to residents over 60.

CEI PACE Program
The Center for Elders' Independence is the only wrap-around service provider in Berkeley, offering medical care, transportation, adult day care, exercise classes, nutrition support, and social activities.

Transitions Program
Lifelong Medical Care manages a support program for patients following hospital discharge.

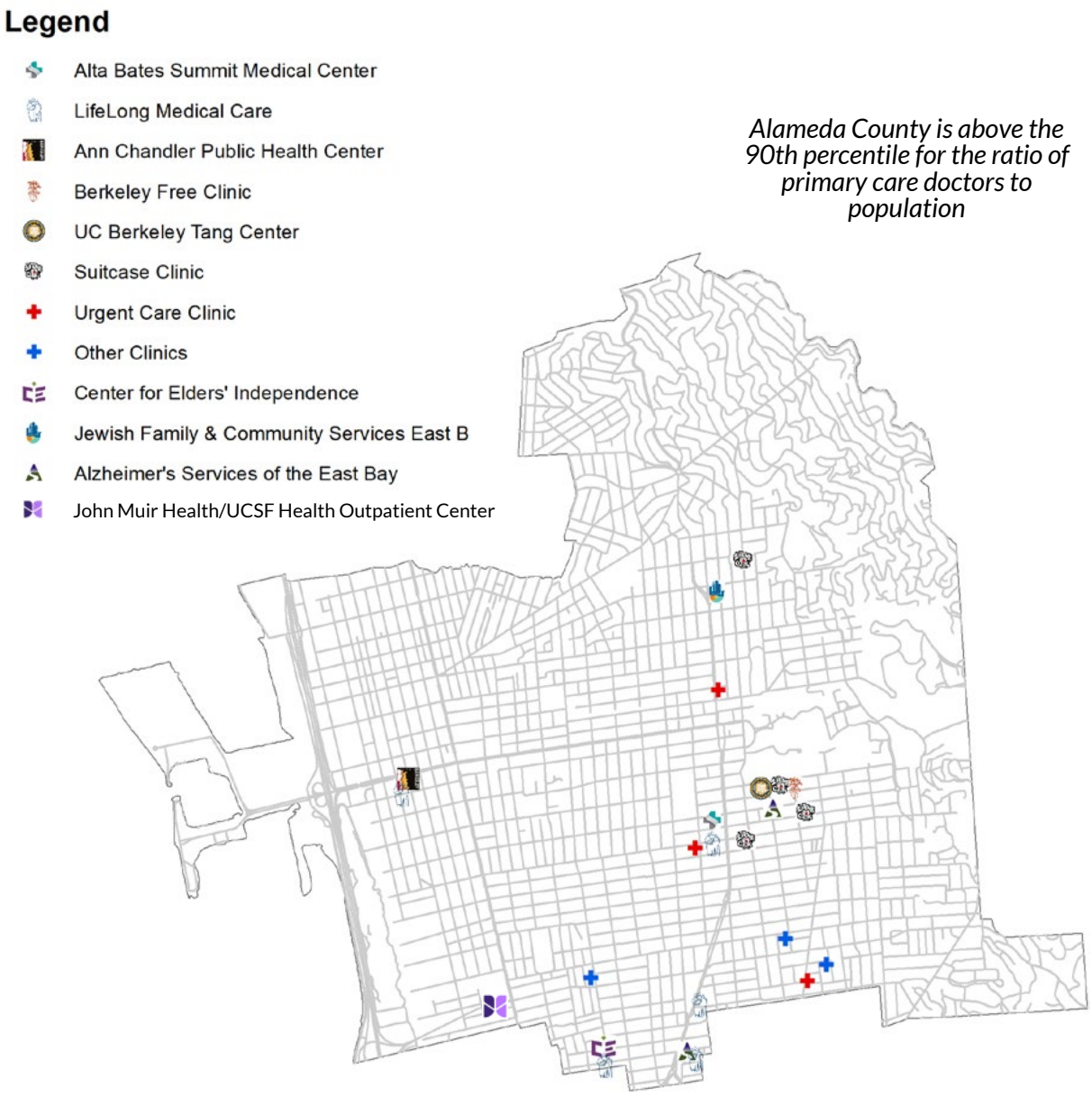
ICR Personal Assistance
Inclusive Community Resources provides mobility training, personal assistance, and attendant management services for adults with developmental disabilities.

Ethiopian Community & Cultural Center
This center is a nonprofit organization that, along with cultural, advocacy, and social activities, offers family caregiver support for Ethiopian-American elders.

Cooking Matters
LifeLong Medical Care offers Cooking Matters classes for patients in West Berkeley along with fresh produce giveaways.

LifeLong Geriatric Dental Program
LifeLong Medical Care offers a Geriatric Dental Program at several locations and with a mobile van.

HEALTH CARE MAP

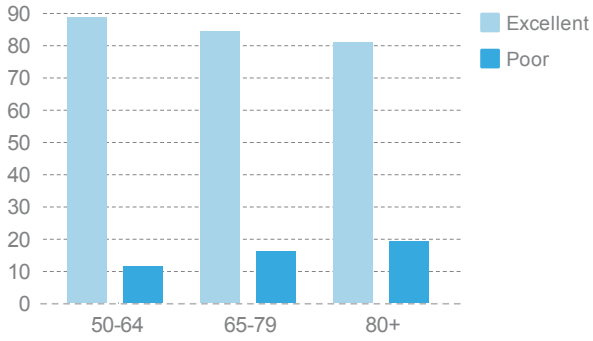


Alameda County is above the 90th percentile for the ratio of primary care doctors to population

There are many healthcare options along the main city corridor which runs through downtown. Stanford and John Muir Health care have both moved into South Berkeley, but there are few options available in West Berkeley. Several service providers such as Alzheimer's Services of the East Bay, CEI, and Jewish Family & Community Services are also concentrated near downtown.

COMMUNITY SURVEY RESULTS

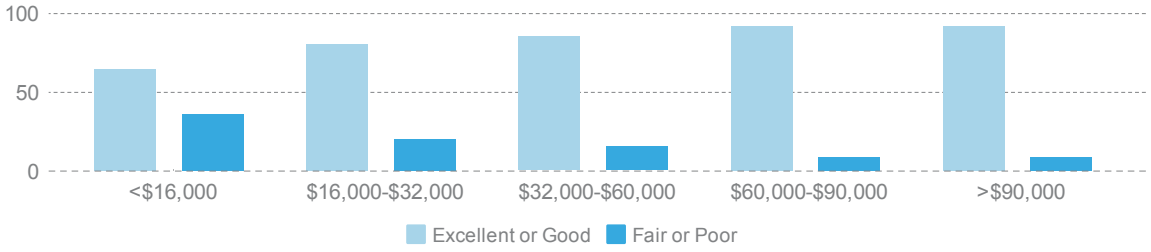
Health by Age Group



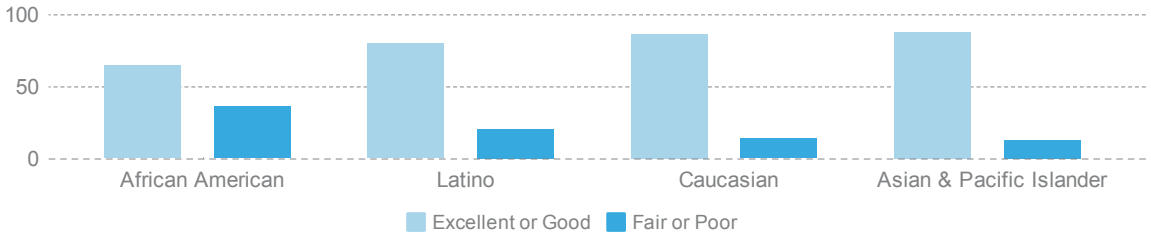
Overall, subjective reports of health are good among older adults in Berkeley who responded to our survey.

However, there are predictable disparities in self-reported health across income and race. The graph below shows a trend similar to what is found in most studies nationally of the relationship between health, race, and financial resources. Berkeley is continuing its work on eliminating disparities.

Health by income



Health by Race



According to the Alameda County Plan for Older Adults 2016-2017,

15.7% of Berkeley residents over 60 have MediCal

48% of Alameda County older residents have avoided needed medical care because of cost

39% of older, low-income Alameda County residents are "very concerned" about being able to prepare healthy food as they get older

TAKE AWAYS

Equity and Inclusion: Most subjective health reports from residents are good to excellent; however, disparities are apparent in Berkeley along socioeconomic and racial lines. Addressing this is a priority of the City and County Public Health Departments, and more is being done. However, this may require expanding current programs, adding new ones, and implementing policy changes.

Information: Even though there are abundant healthcare resources in Berkeley and surrounding cities, care navigation, in-home care and memory care are three areas where there is a gap. Seniors who need support to stay at home often need help finding service providers but may not be able to afford services unless they qualify for Medi-Cal. Those who are just above income guidelines struggle to find affordable services. A clear source of information about these services and their affordability is needed.

Infrastructure and Policy: While Berkeley has many excellent health and community service programs, most are not large or well-funded enough to meet the increasing demand for services. Also, with the planned closure of the local hospital scheduled for 2030, the city will need to continue to work on ensuring residents have access to emergency care.

ACTION PLAN

In Process

Measure GG — The City continues to work on Measure GG, which focuses on Emergency Preparedness, resilience, & community response capacity. One focus is on utilizing nurses who have relationships with vulnerable community members.

Cooking Classes — The schools continue to explore creating an inter-generational program that teaches children to cook healthy food at school so they can bring those skills home.

Geriatric Housecalls — LIfeLong Medical Care provides in-home primary care for homebound seniors and they are expanding this program into Berkeley.

Gateway Program — The Berkeley Continuum is piloting a prevention/intervention program that helps older adults proactively plan for their aging experience.

Year 1

CalFresh Restaurants — Encourage Berkeley restaurants to participate in CalFresh so those who are not able to cook can buy prepared meals as an alternative to the grocery program.

SIPP — Increase awareness of Alameda Country's Senior Injury Prevention Program (SIPP) by educating seniors, healthcare providers, case managers, and emergency responders about fall prevention. Ensure there is equitable access to the program.

Exercise & Nutrition — Implement additional health related programs in senior centers and in the community, e.g., around nutrition and exercise, and walking groups. with targeted outreach to under served groups.

Memory Care Planning — Convene a summit on memory care to plan a community response to dementia and related diseases

Year 2-3

Case Managers — Identify funding for additional geriatric case managers and community health workers for the general population and for people experiencing homelessness.

Affordable Navigators — Launch a program of affordable navigators (as opposed to comprehensive care managers) to help older adults address basic system navigation needs (public benefits, housing, service referral).

In-home Service Providers — Develop and implement a plan, including new funding streams, to lower costs and expand access to in-home services.

Trusted Referrals — Focus efforts to recruit, train, and retain a quality workforce of home care workers and develop a centralized, easily accessible source for vetted referrals for in-home ca



Transportation

Berkeley is connected to the Bay Area by way of several public transportation options. Bay Area Rapid Transit (BART) has three stations in Berkeley and AC Transit, the bus line for the county, has 155 bus lines throughout the region. Currently, the city is working to improve transportation options with strategic plans that address barriers to walkability and transit safety. There need to be additional resources for addressing driving safety and improved collaboration between transportation, technology, and aging organizations in the county to ensure that the public's needs are met across neighborhoods and all modes of transit.

AGE FRIENDLY RESOURCES

Public

Public Transit
AC Transit and BART have a senior discount and have priority seating for seniors.

Travel Vouchers (TAXI)
App ride hailing vouchers and taxi script services are available through the City.

Senior Center Shuttle
The Senior Center shuttle is available to bring people to the center and for organized outings.

Bicycle Boulevards
Bicycle Boulevards are streets with slower, lower traffic volume. Large painted street markers and street signs on each block clearly mark the designated bicycle areas.

Street Safety
City Planning & Development department is addressing transportation and street safety to ensure comfortable, safe environments.

Paratransit
East Bay Paratransit is available for door-to-door transportation services for people with disabilities.

511
511 is the phone number and website to plan travel on fixed-route public transportation throughout the Bay Area.

Nonprofit

Community Connections
Free CIL travel training for people age 55+ and/or with disabilities: One-on-one instruction for accessing fixed route transit, mastering specific trips, and use of mobility device on transit.

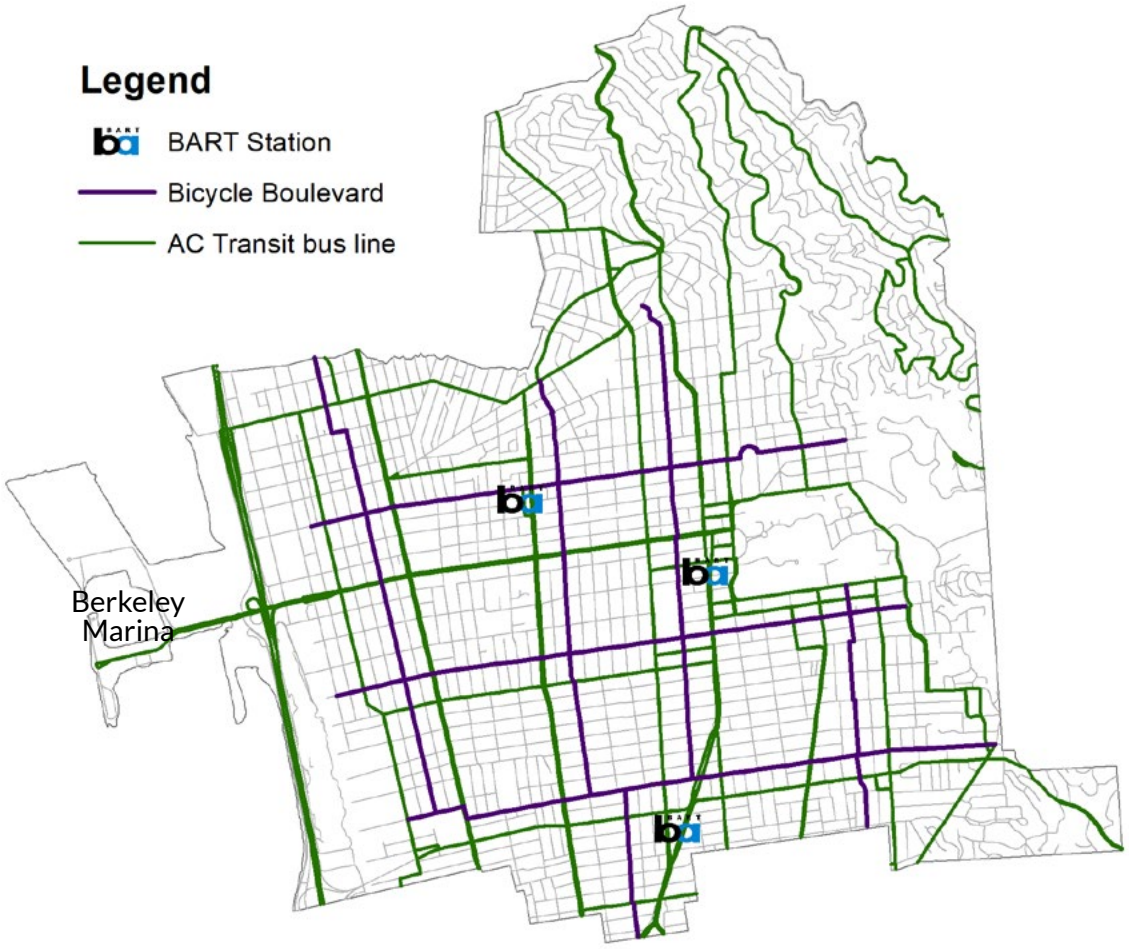
CEI Transit
The Center for Elders' Independence runs a PACE center in Berkeley and has vans that provide transit for their elders to the center, medical appointments, and field trips.

Road to Recovery
This American Cancer Society program provides transportation to appointments for cancer patients.

Private

Ride Sharing
Bay Area companies like Uber, Lyft, SilverRide, and Chariot offer ride sharing services, including new programs that doctors can use to order rides for their patients.

TRANSIT MAP



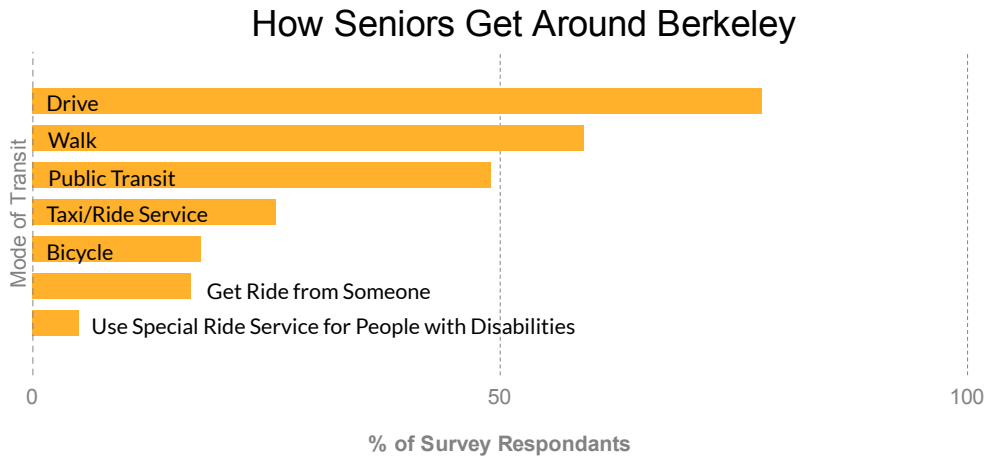
With three BART stations and major AC Transit bus lines, most of Berkeley is well connected by public transportation. However, residents who live in the Berkeley hills have less frequent buses and not all station stops throughout the city are covered or well lit.

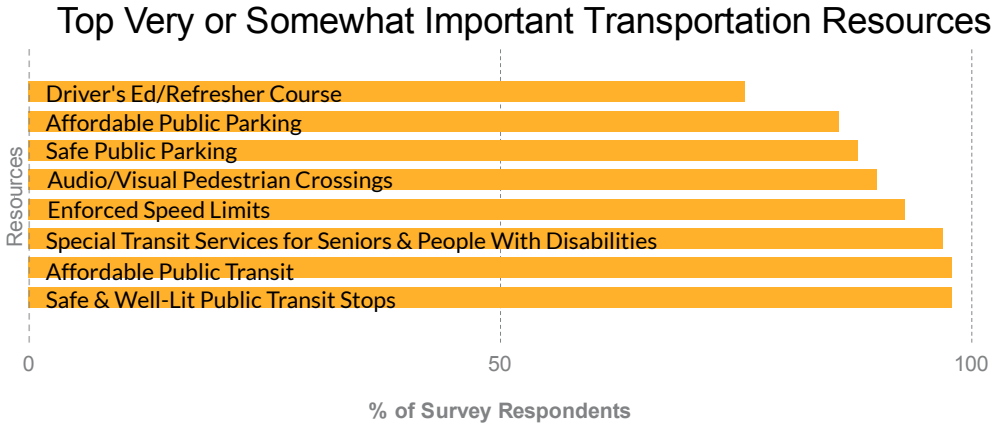
Bicycle Boulevards help make cyclists and pedestrians safer. Plans for additional improvements are underway.

A new ferry boat, Tideline, connects the Berkeley Marina to downtown San Francisco for commuters.

DATA

One of the main reasons Berkeley was rated positively by survey respondents as a place to age was **walkability.** However, sidewalk disrepair and traffic safety are issues raised by many residents. While Berkeley has made an effort to be accessible (curb cuts, etc.), trees often cause sidewalks to become uneven and some survey respondents also reported feeling unsafe crossing the street. Most people who responded to the survey said they drive to get around town, and highlighted parking as a problem. Many people thought driver education for seniors would be an important resource to have.





According to focus groups conducted by the Berkeley Continuum

- Participants felt that the City's taxi voucher system is useful but is too limited by the number of times it can be used and the the purposes for which it can be used. In addition, many people did not know that vouchers were available. Ride sharing apps can be helpful, but they are still too expensive for many people to use regularly.
- Participants said they want public transit to be more frequent and more flexible.

TAKE AWAYS

Infrastructure and Policy: Many survey respondents felt that one of Berkeley's best traits is its walkability. However, sidewalk disrepair and pedestrian safety concerns can be a barrier. The Bicycle Boulevards and some new protected bike lanes are a safety improvement, but there is still more work to do.

Equity and Inclusion: Social activities, volunteer opportunities, and jobs are important, but without thoughtful infrastructure and transit programs that help seniors get where they need to go, these resources will not be utilized to their fullest extent. BART and AC Transit help connect Berkeley to the rest of the Bay Area, but issues like the "last mile," not having benches at station stops, and inadequate lighting can be a problem for some older people and prevent them from using these services.

Information: Even with abundant public transportation options, many people want to maintain the freedom of driving, and want to do so safely. Many people are interested in safe driving refresher courses, but there are limited local options for these courses. Stigma may be an issue and classes should be advertised carefully to prevent promoting stereotypes and to make sure people feel comfortable attending.

ACTION PLAN

In Process

Master Pedestrian Plan — A plan considering safety, walkability, lighting, etc., is in development for commercial areas .

Sidewalk Review — The City is developing a plan to address broken sidewalks throughout the city and working to prevent future problems.

Senior Transit Coordinator — A new Aging Services Transportation Coordinator will oversee paratransit and senior center shuttles, will expand the senior shopper shuttle, and will expand mobility management and travel training.

Senior Shuttle — The City is in the early planning stages for a new senior shuttle, funded with County Measure BB funds, that will address some current public transportation limitations

BeST Plan — Berkeley's Strategic Transportation (BeST) plan strives to allow residents, students, and visitors of any age, background, and ability to have equal access to move throughout the city.

Year 1

Support Safe Driving — Promote older driver safety by linking them to defensive driving classes, such as those offered by AARP and the Safe Driver program promoted in the Berkeley Senior Center.

Transit Training — Help individuals learn how to use public transportation options with educational programs and a pool of volunteers willing to be companions on public transportation trips.

Year 2-3

Partnering & Planning — Improve collaborative planning between City Planning, Aging Services, and local transportation companies to increase public transit access for older adults; partner with carpool and private transportation services .

Transit — Advance the reliability, frequency, and local travel destinations for transit, especially in such areas as the Berkeley hills that have limited access.

Transit Infastructure — Improve citizen experience of transportation infrastructure, e.g., benches, shelters, traffic signals, and pavement on pedestrian sidewalks.

Utilize Shuttles — Partner with community agencies to increase transportation options by better utilizing and organizing shuttles during off-hours



Outdoor Spaces & Buildings

Berkeley values it's green space, with many city parks, parklets, and miles of walking trails. Thanks to Ed Roberts, who led the disability rights movement as a student at UC Berkeley in the 1960's, accessibility of outdoor spaces and public buildings was advanced with nearly universal curb cuts, accessible city-owned buildings, and a robust set of non-profit organizations dedicated to ensuring that the needs of all residents and visitors are considered in the built environment. Improvements that go beyond ADA compliance and additional programs for older adults with varied physical abilities will make the city even more livable for everyone.

AGE FRIENDLY RESOURCES

Public

Parks & Rec Adult Classes
City Parks & Recreation programs include adult classes such as painting, yoga, and Tai Chi.

Accessible Streets
Sidewalks, curb cuts, street lighting, benches, and traffic calming devices are developed in most areas.

ADA Compliant Buildings
New businesses, housing developments and redevelopments are required by the City to be ADA compliant.

Senior Aquatics
City Parks & Recreation organizes several aquatics classes specifically for older adults and people with disabilities.

Parklets
A city ordinance has allowed several 'parklets' to be built, which provide outdoor seating and tables in commercial areas; at least six more are planned.

Customer Service Center
The City's Customer Service Center has been renovated to be more accessible with lower counters, better lighting, and large screens.

EBRPD
East Bay Regional Park District, the largest urban regional park district in the US with about 120,000 acres, has a variety of free and affordable outdoor activities and volunteer opportunities.

Nonprofit & University

Bay Area Outreach & Recreation
BORP provides opportunities for people with disabilities to enjoy the outdoors, including special programs for veterans.

Berkeley Walks
Berkeley Walks organizes 30 minute walks 3 days a week for all levels of UC Berkeley faculty and staff.

UC Botanical Garden
The UC Botanical Garden is 34-acres with over 10,000 different plant species. With paved paths throughout the garden, it is an accessible place to enjoy nature and learn about conservation.

PARK MAP



With parks spread out across the city, there are many opportunities to enjoy the outdoors. However, the quality and availability of amenities such as bathrooms, benches, and lighting vary across parks. There is a bus from downtown directly to the Marina and the Botanical garden, but public transit access to some other parks is limited. It may be necessary to drive to some parks, especially for those traveling from destinations other than downtown.

DATA

One of the top reasons survey respondents rated Berkeley positively as a place to age was walkability.

59% said they walk 18% said they bike

...as a form of transportation for errands and appointments

However, sidewalk disrepair and traffic safety are issues raised by the community. While Berkeley has made an effort to be accessible (e.g., curb cuts), trees often cause sidewalks to become uneven and some survey respondents reported feeling unsafe crossing the street.

TAKE AWAYS

Infrastructure and Policy: While there are many green spaces around the city, amenities to make spaces safer and accessible, like public bathrooms, lighting, and benches, are variable. In addition, while some areas of the city, such as downtown, have various public transportation options, accessing parks from other areas requires a car or multiple bus lines.

Equity and Inclusion: The city started implementing accessibility standards ahead of many other places, but improvements to sidewalks, bus stations, and other outdoor spaces have not continued with the same momentum. The city is aware of these problems and assessing where to invest in additional accessibility efforts.

Information: There are many wonderful parks throughout Berkeley, but information about these parks, their programs, and the accessibility of activities are not easy to find and the city website is not always up to date with information.

ACTION PLAN

In Process

More Classes — City Parks & Recreation staff are considering additional classes and programs for older adults.

ADA Self-Evaluation — The Public Works department is implementing a self-evaluation to review the built environment for ADA compliance, inviting comments from older adults

CPTED — The City Planning Department is using 'Crime Prevention Through Environmental Design' (CPTED) to address safety issues and uncomfortable spaces.

T1 Funds — Funds from local Measure T1 will be used to improve existing infrastructure and facilities in the city.

Year 1

Age-Friendly Parks — Assess needs and secure funding to improve park bathrooms, lighting, parking, and other facilities for the older population; identify and advertise parks that are already Age-Friendly.

Park Access — Ensure that green spaces are accessible by various transportation modes and to those with mobility challenges, including shuttle access, smooth pathways, and room for wheelchairs next to benches.

Signage — Encourage large, easily visible street numbers on businesses and houses.

Web Information — Add a link on the City of Berkeley website to outdoor recreation activities for older adults.

Year 2-3

Extend Park Hours — Open public park exercise areas (James Kenney & Live Oak Parks) during the day in addition to the current 3 nights/week.

Re-Open Pool — Re-open the Willard Pool to improve public access to recreational swimming in South-East Berkeley

Safe Routes — Create safe routes to common destinations that have well maintained sidewalks, large signs, and good lighting,; create safe route maps.

Older Pedestrian Input — Ensure that older adults have opportunities for input into the development of the Master Pedestrian Plan by reviewing meeting times and consulting the Commission on Aging.



Social Participation & Civic Engagement

A variety of social opportunities are available for older adults in Berkeley. These include fitness, art, education, political and and cultural activities. While the vast majority of survey respondents indicated that they participate in social activities at least a few times a week, transportation and affordability of activities were raised as barriers. Making activities more affordable, accessible, and widely advertised would help residents, particularly isolated seniors, participate.

AGE FRIENDLY RESOURCES

Public

Senior Centers — Senior Centers serve hundreds of people daily with group classes and activities including meals, foreign language, memoir writing, music, field trips, dance, and birding. They also have voter registration materials.

City Boards & Commissions — The City's 43 Boards & Commissions attract numerous seniors from across the city, including to the Commission on Aging.

Nonprofit & University

OLLI @ Berkeley — UC Berkeley Osher Lifelong Learning Institute offers a wide variety of classes for adults 50 and older.

J-Sei Activities — J-Sei is a community center that offers a space for inter-generational activities and services that pass on Nikkei values and traditions.

JCC — The Jewish Community Center organizes group "Trips Around Town" for seniors and has adult classes, lunches, clubs, and events.

CEI Social Activities — The Center for Elders' Independence organizes social activities and has an adult day health center as part of their PACE program.

CIL — The Center for Independent Living advocates with and for people of all ages with disabilities and offers organized social activities.

Ashby Village — Ashby Village members organize events, volunteer activities and various interest groups that meet regularly including advocacy, poetry, bridge, movies, and technology.

Lavender Seniors Group — A support and advocacy group for LGBTQ seniors, Lavender Seniors has a 'Friendly Visitor' program and monthly lunches to keep members connected.

UC Retirement Center — As a major local employer, the UC Berkeley retirement center connects 2,245 UC retirees in Berkeley and Albany with volunteer opportunities, book clubs, workshops, and Retirees' Associations.

BLBC — The Berkeley Lawn Bowling Club is a nonprofit outdoor sport club that has been active since 1928. Members offer free classes to the public.

Gray Panthers — The East Bay Gray Panthers are an intergenerational advocacy group fighting for social justice and combating ageism.

Elder-Action Group — A new advocacy and social justice interest group growing out of Ashby Village meets to discuss and plan advocacy efforts.

Berkeley Continuum — The Berkeley Continuum is a non-profit group that is working to ensure that a continuum of services and supports are available for older people to age in their communities.

DATA

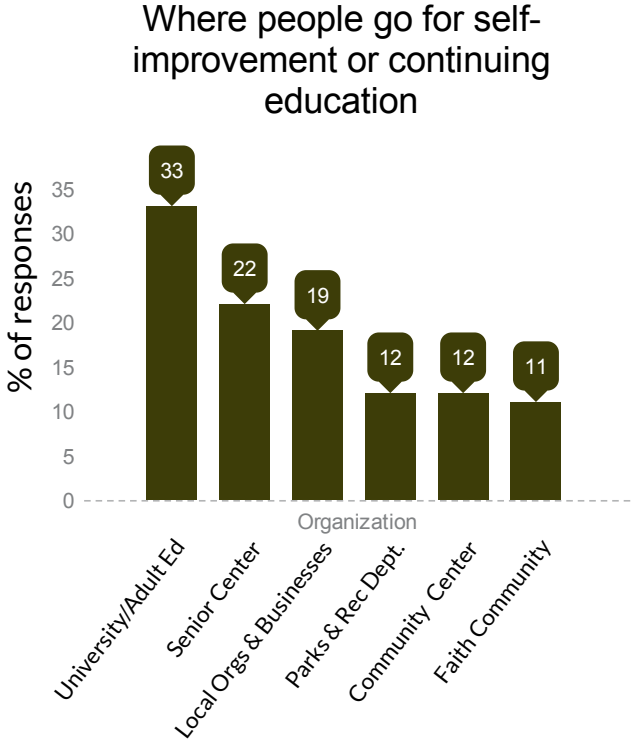
One of the top reasons Berkeley was rated positively by survey respondents as a place to age was the availability of many different services and activities. The vast majority of survey respondents said they are actively participating in social activities. However, various surveys indicate that 6-11% of Berkeley seniors socialize less that once week and follow up is needed to identify the needs of these isolated seniors.

89% said they socialize at least a few times a week

60% said they participate in continuing education or self-improvement classes

91% said it is important for them to have a range of opportunities to volunteer

31% said they have transportation to and from volunteer activities



According to focus groups moderated by the Berkeley Continuum

- Some people had been to the senior centers and liked them. However, a few people said they did not like the senior center, with some adding that it seemed "depressing".
- Participants who lived in multi-unit housing indicated that they needed more information about what activities were happening in the community.
- Those living in single family homes showed more interest in finding ways to be connected to social activities.

Berkeley has a long history of being at the center of social movements. Older adults in the community are heavily involved in local politics.

54% said it is very important to have opportunities to participate in local government and decision making

80% said it is important for them to have opportunities to participate in local councils and committees

>75% said their community has volunteer and civic engagement opportunities

78.1% of registered Berkeley voters participated in the 2016 election, higher than the county turnout (75.42%)

TAKE AWAYS

Infrastructure and Policy: Transportation to activities, language accommodations, and making activities accessible is especially important for seniors who are at risk of isolation and are not typically included in community events. Reducing barriers to participation with infrastructure and policy improvements will make community events and activities more inclusive.

Equity and Inclusion: Active civic engagement has been a prominent part of Berkeley's history and continues to be important to residents of all ages. Opportunities for older adults with a variety of physical abilities, cultural backgrounds, and languages will help foster a stronger sense of community, both intergenerationally and among older adults in Berkeley.

Information: Having activities available will not be enough to ensure that everyone has a way to participate. We want to also ensure that there are various modes of communicating information about the programs so that those without computer access or who are more isolated will have information about services and activities they can participate in. This will also require communicating information in multiple languages and in written and audio formats.

ACTION PLAN

In Process

Measure GG

Older adults are included in Measure GG (emergency preparedness) outreach and workshops, especially to consider isolated and low-income seniors.

Senior Center Upgrade

The North Berkeley Senior Center building is being upgraded with $5.8 million in local T1 funds to accommodate additional community programs. Input from older adults who use the senior centers was used in developing the plan.

Year 1

Senior Centers

Reframe "senior centers" and modify programming to attract "younger" seniors.

Diversify Activities

Plan additional intergenerational community activities that encourage participation of different ages and cultures.

Meeting Timing

When possible, schedule public meetings when it is convenient for older adults and offer transportation options for people who may not feel comfortable traveling alone at night.

T1 Spending

Consider older adult comments and public input to T1 infrastructure expenditures to ensure public spaces are developed with the needs of older adults in mind.

Year 2-3

Collaborate

Help neighborhood associations, formal and informal groups, and city agencies focus on providing opportunities for older people to participate, especially low-income, isolated and disabled seniors.

Activity Directory

Create an easy to access directory of Age-Friendly organizations, activities and engagement opportunities for older adults.



Employment & Economic Security

Our community survey and focus groups found that the cost of living throughout the Bay Area is a prominent concern among older adults. Many older people are worried they won't be able to afford their property taxes or rent, and the cost of transportation and food continue to rise. Retiring may be a financial impossibility for many people in Berkeley. It is critical to ensure there are local job opportunities for people of all ages and abilities and adequate financial support and advice for those who can no longer work. .

AGE FRIENDLY RESOURCES

Public

Minimum Wage

In October 2018, Berkeley adopted a $15 minimum wage which will help all those who work in Berkeley make a basic wage.

Very Low Income Tax Refund

For seniors 65+ who have a household income less than $46,500, certain city taxes can be refunded, such as Sanitary Sewer fees and the School Maintenance tax.

Clean City Program

The Clean City Program, managed by BOSS, hires people experiencing homelessness for temporary jobs cleaning sidewalks in the City while BOSS helps them navigate their housing and health services.

Nonprofit & University

ASSETS

ASSETS Senior Employment Program provides job training and job search assistance for Alameda County residents age 55+.

Legal Assistance for Seniors

LAS is a nonprofit legal assistance organization that helps senior clients with legal problems such as changes to public benefit payments and elder abuse cases including financial abuse.

UC Retirement Center

The UC Berkeley Retirement Center gathers information about resources for retirees who are looking for part-time work or volunteer opportunities.

East Bay Works

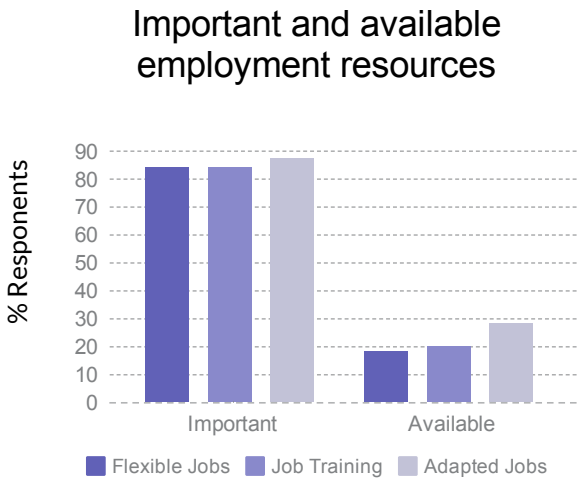
The Berkeley Adult School & Career Center offers workshops, career fairs, computer access for job searching, and one-on-one assistance to help adult job seekers.

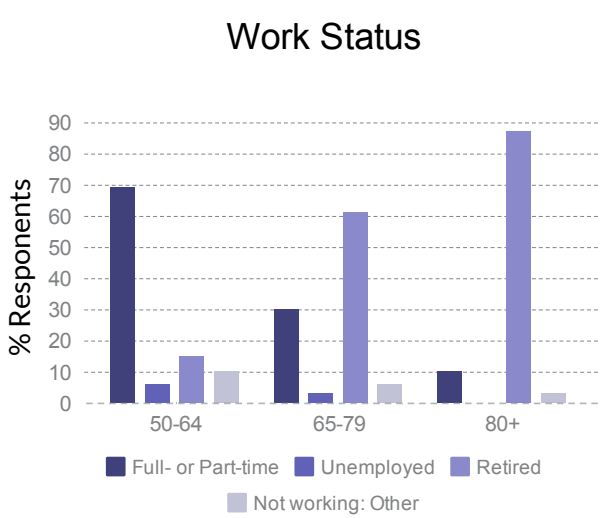
Encore

Encore is a Bay Area company that helps adults 50+ find impactful work in the social sector, mentor younger adults, and participate in advocacy for older adults.

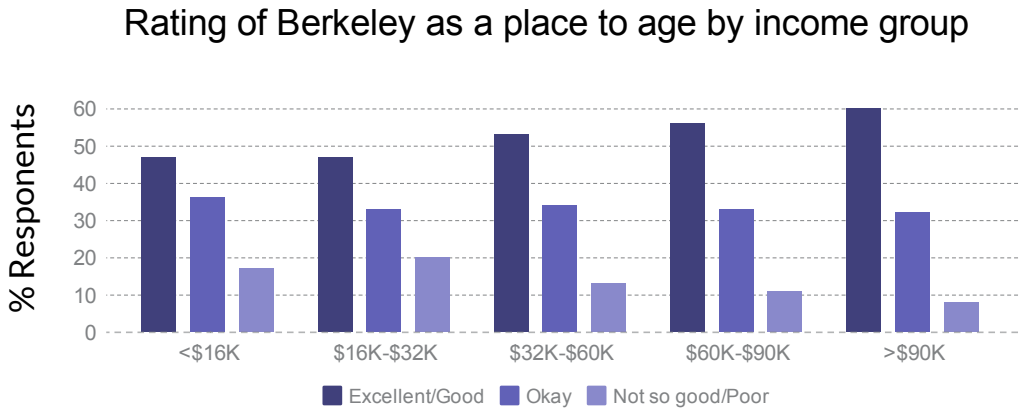
DATA

While many older adults expressed interest in job training, flexible jobs for older people, and jobs that are adapted for older people, few thought these resources were available.





Focus groups and survey respondents consistently named financial security and the cost of living in the Bay Area as their top issues. When looking at how older adults rated Berkeley as a place to age on the survey, answers vary by income group, with higher income groups more likely to rate Berkeley as "Excellent/Good" and less likely to rate it as "Not so Good/Poor"



According to the Alameda County Plan for Older Adults 2016-2017,

51%

of Berkeley residents age 60+ said they were "concerned" or "very concerned" about having enough income to meet their basic needs

"Income for basic needs"

was the top concern among older adults county-wide and in Berkeley

TAKE AWAYS

Infrastructure and Policy: Financial stress is common among older adults in Berkeley. There is a wide range of incomes that are creating a disparity in how residents view the city as a place where they can stay as they age. To prevent further displacement, there needs to be more affordable housing units and other programs to help people stay in their communities.

Equity and Inclusion: There are not enough jobs that offer the flexibility and accommodations that some older workers are looking for. This is a major issue for those who are choosing to work longer and those who need to because of financial concerns. Access to jobs needs to be addressed through policy and business incentives.

Information: Though the city has a number of programs designed to help low-income seniors, it is clear from focus groups that not everyone is aware of these programs. Additionally, there is a need to expand these programs beyond what is considered "low-income" for the purposes of federal benefit programs because the cost of living in the Bay Area is so much higher than the national average.

ACTION PLAN

In Process

Succession Planning



The City Economic Development department is working on outreach and a small business forum regarding succession planning and how to help older adults plan for their next phase.

Year 1

Financial Planning

$

Offer workshops and education on financial planning and elder fraud abuse.

Taxes



Broaden communication of assistance with local taxes for low income residents.

Year 2-3

Age Friendly Business



Consider a program of Elder Friendly business certification (Elders in Action provides this in Portland) which would indicate businesses that accommodate both older workers and customers.



Respect & Social Inclusion

The students at UC Berkeley are an excellent example of a volunteer resource, from student groups specifically created to improve the welfare of older adults to individuals who sign up to volunteer, for example at the Senior Centers, Meals on Wheels and Ashby Village. Seniors in Berkeley are diverse and may have many intersecting identities that make them more or less vulnerable to agism and other forms of discrimination. Volunteer and service programs keep these issues in mind when engaging with local residents.

AGE FRIENDLY RESOURCES

Public

Accessible Documents — Large print materials of public documents are available through the City Clerk's office.

Accessible Customer Service — Counters in all city public service areas are accessible and staff are trained to assist people with disabilities.

Meals on Wheels — Volunteers in the community bring hot meals to isolated and frail seniors and socialize with them.

Nonprofit & University

Bears for Elder Welfare — Bears for Elder Welfare is a student organization at UC Berkeley intended to help improve the well-being of local older adults and to foster respect for elders among Berkeley students.

Berkeley Student Co-Op — Members of UC Berkeley's student Co-Op volunteer to assist Berkeley seniors to remain in their homes as long as possible.

CIL Wellness Program — CIL runs 10 week workshops for older adults with new limitations that helps them gain skills they need to overcome barriers to independent living and so they can continue to participate in their communities.

Forget Me Not — Forget me Not is a phone call program that partners socially isolated older adults with compassionate high school volunteers for conversation and to forge social bonds.

AV Volunteers — Volunteers of all ages help facilitate Ashby Village activities, including support groups.

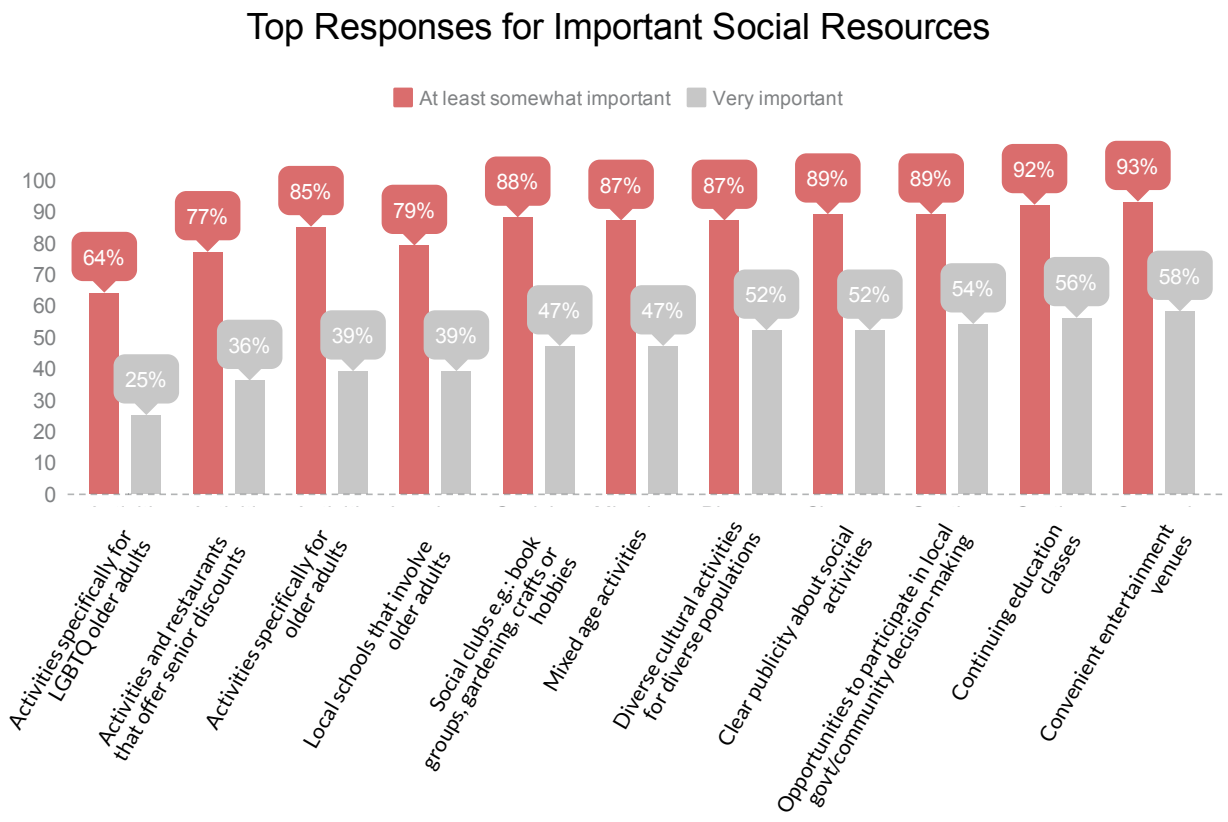
Lavender Seniors — Lavender Seniors give service providers who are LGBTQ allies"The Emblem" which is a marker that states "Safe, Visible and Celebrated."

AltaBates Tele-Care — AltaBates Medical Center runs a program where volunteers call daily to check-in on people who opt-in to the program and alert emergency contacts if unable to reach someone.

Well connected — Covia manages Well Connected, an online and over the phone support for individuals and social groups.

COMMUNITY SURVEY RESULTS

As a "college town", there are many activities and organizations in Berkeley that are focused on attracting the younger generations. Older adults are also active in the community and identified a wide variety of social resources they consider important.



The vast majority of our survey respondents have someone to socialize with at least weekly and have friends or family to turn to when they need help. At least 6% of the respondents, however, socialize less than once a week and the survey did not capture some of the more isolated seniors.

94%

of survey respondents socialize at least once a week

68%

of survey respondents would turn to family, a friend, or a neighbor if they needed information about servies

TAKE AWAYS

Equity and Inclusion: Seniors in Berkeley are a diverse group, some with many intersecting identities. Language, race, immigration status, sexual orientation, gender, income level, housing status, and other factors all play a role in the way seniors experience life in Berkeley and it is important for volunteers and service providers to keep this in mind.

Information: The people who filled out our survey are involved in activities in the community and most are socially connected. However, we know this is not representative of the larger community because our survey relied on community organizations and social networks for distribution. Some of the reasons people don't participate in the community is because they are isolated and/or don't know about the activities or resources that could help them participate. The City and organizations need to communicate information clearly and reach out to people who may be more isolated.

ACTION PLAN

In Process

Prevent Isolation — Working with the Berkeley Continuum and established student groups, home visits are being offered to socially isolated seniors.

Media Campaign — Older adults are included in public imagery of local media campaigns, positively and without stereotypes; community members are consulted as to how best to portray older people.

Public Schools — Inter-generational programming is continuing to be fostered in schools and in the community, such as student interns and volunteers .

Public meetings — Communication devices are available to ensure that seniors with hearing difficulty are able to participate in public meetings.

Year 1

Part of the Family — When "family" events or activities are organized by the City or other organizations, include older adults as part of the target audience, not only children and families.

Year 2-3

Inter-generational Event — Organize an annual inter-generational event that celebrates the value of people of different ages and fosters understanding across generations



Richard Bermack

Communication & Information

While there are a myriad of programs, events, and activities throughout Berkeley, it is often difficult for older adults to find what they want or need. Many older adults have internet access either through their mobile phone or at home, but websites are not intuitive or easy to navigate. Input from older adults about their needs and how they are currently getting information will help tailor existing communication to better meet their needs.

AGE FRIENDLY RESOURCES

Public

3-1-1
3-1-1 is a non-emergency single point of contact for the City that helps direct people to the appropriate department for information or services.

Accessible Documents
Large text and alternate formats of public records are available.

Eden I&R 2-1-1
Alameda County residents have access to a 2-1-1 phone line, managed by the nonprofit Eden I&R, for information and referral services.

My Senior Center App
This App is available in senior centers for information about daily activities and for internal tracking.

The Nugget
The monthly newsletter for Berkeley's senior centers is distributed to 200 seniors via email and is available in hard copy at the centers. It announces class schedules and events.

Public Libraries
There are 5 public libraries in Berkeley. They host the Berkeley Information Network, an online database of local resources that can be accessed on their website and that has a specific section for seniors.

Nonprofit & University

CIL I&R
The Center for Independent Living's (CIL) Information and Referral (I&R) is a program that provides information on free disability-relevant community resources.

CTA
The Center for Technology & Aging (CTA) at UC Berkeley is designed specifically to encourage and enhance the development of new technologies for the aging population.

Private

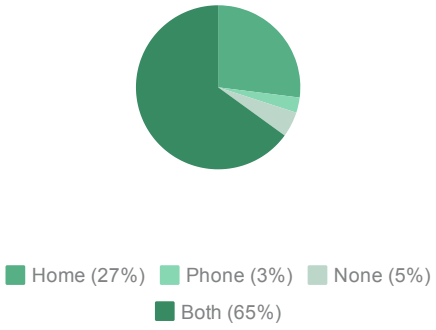
Berkeleyside
Berkeleyside is a local independent news site for Berkeley residents reporting on local events and issues that has an average of 270,000 unique users each month.

Nextdoor
The NextDoor website helps neighbors communicate. Individuals need to verify their address through the mail to use it. Many older people in Berkeley accessed our survey through announcements on this site.

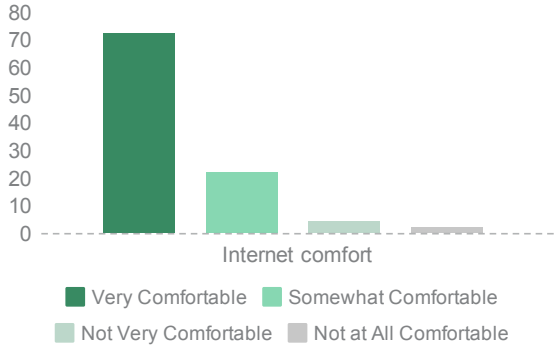
DATA

Some information regarding internet use among seniors emerged from the community survey. Many residents who submitted the survey did so online, making the sample slightly skewed towards more internet savvy people. Even though the majority of respondents said that they were comfortable using the internet, almost half indicated they would be interested in internet/technology classes if they were available.

Internet Access



Comfort Using Internet



An independent needs assessment contracted by the city as part of their Digital Divide project found that some of the barriers for older adults in using technology include:

Basic Training | **Quality Devices** | **Reliable Internet**

46%

of survey respondents would be at least somewhat likely to use Internet/Technology training if it was free or low-cost

270,000

people on average read Berkeleyside each month

3,492

2-1-1 calls were made by Berkeley residents between January and August 2018

5,211

2-1-1 referrals were made between January and August 2018

According to focus groups done by the Berkeley Continuum and the Age-Friendly Berkeley Initiative

- Many older people are concerned about how to navigate different systems in the city, including resources for transportation, housing, and healthcare
- Most people want to be able to call someone or go somewhere to find information about services, but they don't know of any "one stop shop" for different kinds of information.
- While people who are members of an organization like Ashby Village or who live in affordable housing with a service coordinator know where to go for help, this situation does not exist for most people.
- Most people said they prefer getting information from a person, either over the phone or face-to-face, rather than online. However, the number of people who can find information online if they need it is increasing.

TAKE AWAYS

Infrastructure and Policy: The city website is difficult to navigate and needs to be updated more regularly in order to be a useful source of information for residents with varying degrees of comfort using the internet.

Equity and Inclusion: While most survey respondents said they use the internet, this may be a skewed sample because of the many surveys completed online. Focus groups indicated that older people also get information from schools, their children, or their neighbors. Multiple modes of communication, including paper and online formats, should be used to ensure that older adults are able to stay informed, particularly those who are isolated.

Information: While 2-1-1 receives hundreds of calls each month from Berkeley residents and makes referrals to services, it is not clear how many older people use this service and follow through on referrals (the system does not collect this data). This site is also difficult to navigate and does not contain information regarding activities and opportunities for social engagement.

ACTION PLAN

In Process

City Website — The City website is being redesigned to reduce the number of pages (now 18,000 pages), make it more searchable, and address ADA compliance throughout.

Digital Divide — A Master Plan is being created that includes improvement to infrastructure for high speed broadband internet access and technology for seniors; and that includes a collaboration with non-profit groups.

Improving 3-1-1 — The 311 line is being redevloped with a new online solution; expected to roll out in 18 months.

Year 1

Monitor 3-1-1 — Look at the frequency of 311 calls for different services from older residents in order to better understand and support the resources they are seeking.

Age Friendly Website — Create an Age Friendly website that provides updates on services, news, projects, and activities.

IT Strategy — As part of the City's IT strategic plan, gather input from older adults about how content can be best presented to them .

Year 2-3

Mobile App — Consider developing a City of Berkeley Mobile app, to facilitate how people in the field triage incidents involving older adults.

City Newsletter — Piggyback on the popularity of local newspapers with a Senior Newsletter, similar to the one in Fremont, California, or an Age-Friendly page or link in local newspapers.

Appendix C: Data Collection

A. Survey: The AARP Age-Friendly Community Survey was used with a few minor adjustments

1. Circulation: The survey was available between March 1st and April 10
   - A link to the online version of the survey was posted on NextDoor and sent as an email blast through the following organizations:
     - The Mayor and City Council Member's websites
     - A City website news announcement
     - Ashby Village
     - University of California Retirement Center Newsletter
     - AARP mailing to local members
     - Member organizations of the Senior Services Coalition of Alameda County
   - A press release announcing the survey was sent out by the local paper, Berkeleyside,
   - Hard copies were made available at organizations:
     - All 5 Berkeley Public Library Locations
     - 2 Resources for Community Development senior housing locations
     - 6 Satellite Affordable Housing Associate senior housing locations
     - Both Senior Centers
     - J-Sei
     - Ashby Village
     - Meals on Wheels
     - LifeLong Medical Care Over 60 Health Center
     - Jewish Community Center of the East Bay
2. 1402 residents responded. Analysis provided by Nancy Frank & Associates, Piedmont, CA

B. Supplemental local reports:
   - See www.berkeleycontinuum.org 2017 needs assessment and focus group information used in this report
   - See Alameda County Plan for older adults, May 2016 https://alamedasocialservices.org/public/services/elders_and_disabled_adults/docs/planning_committee/5.2016_County_Area_Plan.pdf

C Interviews with 18 city staff in 9 City of Berkeley departments: April-May 2018

D Additional Focus Groups, Public Forum, City Council Presentation and meetings with the Commission on Aging
   - City Council Presentation and Workshop: July 17, 2018
   - Additional Focus Groups: September 22, 2018, October 24, 2018
   - Public Forum co-hosted with the Commission on Aging: October 27, 2018
   - Several meetings with the Commission on Aging throughout project

FOCUS GROUPS SUMMARY

Latinx Focus Group

Location: Bahia , inc.
Group size: 10
Average age: 59.4
All lived in Berkeley >20 years

Income



What is working well?
- Good Schools
- Living close to work
- Latinx community
- Cultural diversity
- Advocacy for rights & equality
- Neighborhood is safe

What is NOT working well?
- Not informed about resources
- Feel like we're being pushed out
- Growing homelessness issue
- Cost of living; children can't afford to live nearby
- "Low-income" program cut-off doesn't match cost of living
- Neighborhood permit parking
- Homeowner sidewalk responsibility
- High taxes
- Disruption in church community; congregation spread out

Top Concerns

1. Affordable housing
2. Cost of living
3. Affordable health insurance
4. Accessible places to get services

Some Recommendations
- Linguistically/Culturally appropriate assisted living options
- Affordable dental care resources

African American (faith-based) Focus Group

Location: St, Paul's AME Church
Group size: 9
Average age: 59.4

What is working well?
- Feel safe, not threatened: Berkeley is like a "Garden of Eden"
- Diversity
- Church as support system
- Taxi scrip resource through Senior Centers

What is NOT working well?
- Vandalism
- Not enough senior housing
- Lack of community cohesion, support
- Maintaining diversity; many are leaving for more affordable communities
- Cost of living, pressure to sell home
- Family/children live far away

Top Concerns

1. Cost of living
2. Affordable housing
3. Pressure to move out

Some Recommendations
- Centralized information in a senior resource guide
- Fill gaps in public transportation (more bus lines and stops)

Berkeley Continuum Focus Groups

Group size: 57 across 3 groups
Age range: 48-93
53% lived in Berkeley >10 years

See Berkeley Continuum Needs Assessment for details
www.berkeleycontinuum.org

Main concerns:
- Housing cost is too high, fear of having to leave Berkeley, affordable housing waitlists too long
- People want in-home supports, but are worried about where to find them, who to trust, and affordability
- Need more access to face-to-face or personalized over the phone systems for navigation support
- Need more frequent and flexible public transport
- Concerns about sidewalk safety

Income



Berkeley Commission on Aging Forum (2)

Location: St, Paul's AME Church
Group size: 36
Age range: 48-93
53% lived in Berkeley >10 years

Concerns were similar to those heard elsewhere and focused on:
- how older adults can learn about what goes on in the community[housing health care and transportation were mentioned] and needing online and in-person ways to learn that);
- need for affordable housing
- need for sidewalk safety

Location: North Berkeley Senior Center
Group size: 18

Concerns and needs were similar to those heard elsewhere and focused on:
- more employment opportunities
- affordable meals
- community navigators/advocates
- transportation in the hills
- more housing for seniors with different levels of care
- more help for those just above "low-income" level
- access to and knowledge of community events (not just for parents and children)

Focus Group Question Guide

Question 1: Imagine that you are describing to people the experience you are having in Berkeley as you grow older. What do you like best about it? What is working well for you? What has been most challenging for you? What are the "age friendly" characteristics that are most important to you?

Question 2: Which of the characteristics we just mentioned are strongest or currently lacking in Berkeley?

Question 3: Of all the things we've listed here, what do think are the priorities? Where should we start if we are going to develop new services, supports or conditions?

As time allows and depending on focus of discussion:

Question 5: Do you have concerns about whether you will be able to live out your years in Berkeley? If so, why? Where would you go?

Question 6: How many of you have access to a computer and the internet in your home or building? Do you ever skype? Other uses?

Question 7: How do you want to be able to learn about resources that are available to you as your health and/or everyday needs change? A place (like a center?), a person (like a navigator?) the internet ?

Question 8: If someone offered to come to your home to check it out for fall hazards, talk to you about what is available in the community, needs you might have, help you plan and provide you with referrals and linkages, would that be attractive to you?

Question 9: If you had to move out of your home because you need more help day-to-day than you can get at home, where would you go? What would be your fears about living in assisted living or nursing situation?

Focus Group Survey

1. How old are you? _____

2. What is your zip code? _____

3. Did you participate in any recent survey about aging either from Berkeley or Alameda County?

4. Are you on Medicare or MediCal?

5. Where do you get your medical care?

6. Income: What would you estimate was your income last year from ALL sources (social security, retirement, pension, savings, employment, tenants, other)

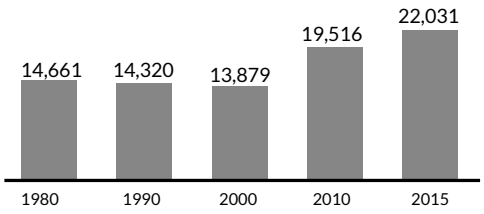
Does that income support: Only you, Yourself and a partner/spouse with no other income, Yourself and a partner/spouse with additional income from them, Includes another dependent

8. What are the biggest challenges you are facing (or anticipating) as you age in Berkeley:

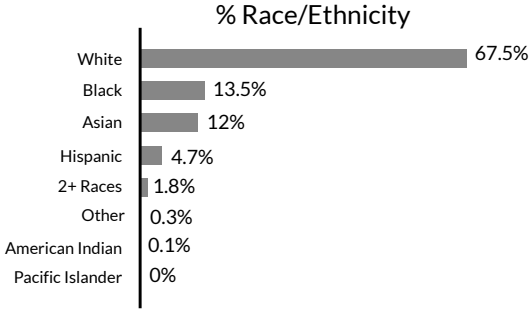
Is there anything else you would like to tell us?

Berkeley Results from the
ALAMEDA COUNTY PLAN FOR OLDER ADULTS 2016-2017

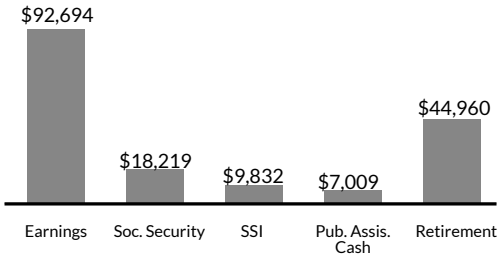
Growth of 60+ population



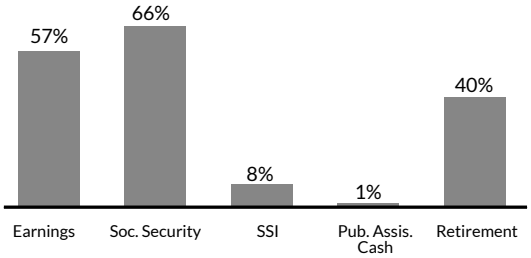
% Race/Ethnicity



Household avg. income by source



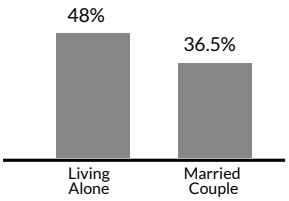
% Households with income source



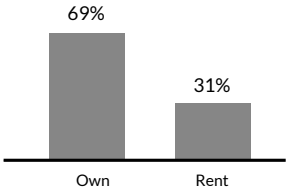
Survey Top 10 Concerns	Rating
1. Income for Basic Needs	3.4
2. Inclusion in Decisions	3.3
3. Housing Affordable	3.3
4. Income for Future	3.3
5. Stay in Home	3.3
6. Maintain Home	3.2
7. Falling	3.0
8. Prepare Healthy Food	2.9
9. Anxiety of Stress	2.7
10. Confusion or Memory	2.6

Survey Top 10 Resources Lacking	% Without
1. Job Opportunities	31.9%
2. Clean & Well-kept Sidewalks	21.3%
3. Affordable Housing	19.9%
4. Safe & Well-lit Streets	16.9%
5. A Computer You FeelComfortable Using	16.1%
6. Housing Suited to Your Needs	15.3%
7. Resources to Feel Safe	14.9%
8. Fresh Vegetables & Fruit I Can Afford	12.2%
9. A Trusted Source to Go for Needs	11.8%
10. Health Services Culturally/Language Appropriate	11.2%

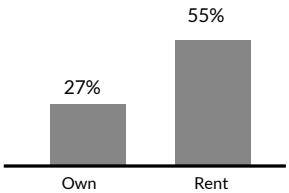
Living Arrangements



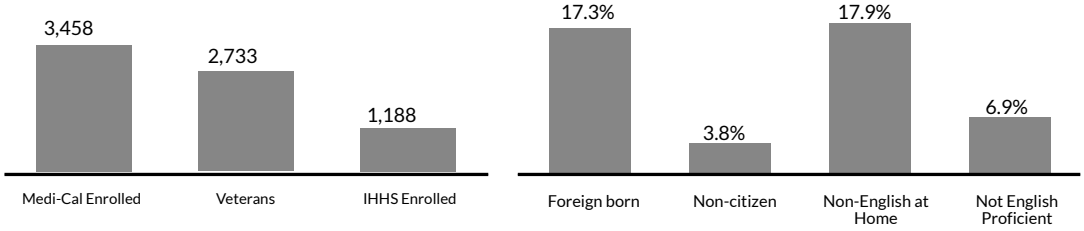
Own vs Rent



>30% Income on Housing



English Proficiency & Citizenship



Notes: Older Adults=60+; Survey Results from AC Older Adults Survey 2015; Concerns rated from high (5) to low (1) with the average of all ratings shown; Bar graphs from the US Census, ACS 2010-2014 Table S0102 and ESRI 2015

This page was copied from the Alameda County Plan for Older Adults 2016-2017 Appendix D

Appendix D: Useful References

AARP Livable Communities

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Scharlach, Andrew E.; Amanda Lehning, "Creating aging-friendly communities," Generations, vol. 33, no. 2

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http://www.alamedasocialservices.org/public/services/food_assistance/index.cfm

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Technology, David Lindeman, MPH

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Transportation Needs in an Aging Friendly Community

https://www.aarp.org/livable-communities/learn/transportation-mobility/info-12-2012/meeting-transportation-needs-in-an-aging-friendly-community.html

Attachment 2

City Departmental Budgets

SUMMARY OF EXPENDITURES BY DEPARTMENTS – ALL FUNDS

SUMMARY OF EXPENDITURES BY DEPARTMENTS – ALL FUNDS						
	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted	FY 2022 Est Actual	FY 2023 Adopted	FY 2024 Adopted
Mayor & Council	2,525,920	2,708,844	3,096,559	3,334,707	4,785,155	4,835,380
Auditor	2,527,125	2,526,081	2,805,883	2,688,657	3,101,376	3,124,862
Police Review Commission[a]	775,701	744,950				
Office of the Director of Police Accountability	-	-	1,114,235	815,258	1,422,432	1,374,911
City Manager	8,104,984	8,432,572	8,770,554	9,733,300	11,732,034	11,763,275
Office of Economic Development	8,951,152	4,966,525	5,082,163	8,668,166	7,555,553	6,380,895
Information Technology	15,495,905	16,552,132	20,423,888	16,448,551	22,287,156	22,500,474
City Attorney	4,555,976	6,214,367	7,278,096	6,200,455	8,562,688	8,553,021
City Clerk	2,069,740	3,194,204	2,901,739	2,402,842	3,501,282	3,190,547
Finance	8,362,334	8,146,012	9,431,102	8,722,333	11,444,157	11,669,774
Human Resources	3,924,687	4,078,091	4,438,053	3,711,625	5,009,883	5,124,741
Health, Housing & Community Services	60,608,060	81,811,330	84,514,926	91,734,085	95,182,974	93,913,527
Police	79,762,713	79,395,632	77,807,443	82,704,040	87,444,720	88,658,439
Fire	48,213,947	49,891,701	60,351,430	58,014,192	63,377,259	63,450,868
Public Works	140,021,855	125,907,423	147,438,656	140,757,036	203,608,562	190,276,318
Parks, Recreation & Waterfront	43,593,445	60,795,051	52,979,556	63,569,334	53,378,913	53,954,977
Planning	21,595,429	21,687,691	25,252,729	22,485,141	29,022,035	27,993,361
Library	18,865,464	20,255,244	25,566,341	18,476,577	24,918,604	25,182,279
Rent Board	5,755,222	5,517,190	6,825,535	5,803,127	7,247,755	7,406,431
Non-Departmental[b]	60,402,889	95,581,042	127,522,399	106,147,842	110,594,086	96,618,910
Total All Funds	**536,112,550**	**598,406,081**	**673,601,287**	**652,417,270**	**754,176,624**	**725,972,990**

(a) Police Review Commission has become the Office of the Director of Police Accountability in FY 2022
(b) Non-Departmental consists of operational overhead costs such as Property Insurance and School Board Salaries, General Fund allocation for Community Based Organizations, Workers' Compensation costs, Debt Service, and Interfund Transfers.

91

Attachment 3

HHCS Departmental Summary

DEPARTMENT OF HEALTH, HOUSING AND COMMUNITY SERVICES FINANCIAL SUMMARY

	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted	FY 2022 Est. Actual	FY 2023 Adopted	FY 2024 Adopted
EXPENDITURES						
By Type:						
Salaries and Benefits	29,297,601	29,612,569	38,009,426	31,488,654	43,694,077	44,664,508
Services and Materials	27,154,559	48,761,541	42,113,206	56,211,016	44,814,001	42,713,357
Capital Outlay	665,935	20,652	247,062	63,054	137,062	247,062
Internal Services	3,471,744	3,380,540	3,956,417	3,917,790	3,851,576	4,001,576
Indirect Cost Transfer	18,221	36,028	188,815	53,571	51,882	52,648
Adopted Tier 1 Funding *	-	-	-	-	2,634,376	2,234,376
	60,608,059	**81,811,330**	**84,514,926**	**91,734,085**	**95,182,974**	**93,913,527**
By Division:						
Office of the Director	4,785,842	7,149,835	8,386,513	10,242,281	10,224,323	10,716,725
Aging Services	4,019,360	3,935,411	5,246,576	4,121,581	5,708,535	5,768,626
Environmental Health	1,804,421	1,845,027	2,423,328	1,980,543	2,634,129	2,659,881
Housing & Community Services	19,528,452	39,861,365	38,447,750	46,486,427	39,149,783	39,356,464
Mental Health	14,579,581	15,441,645	19,746,135	14,949,664	23,438,326	22,821,837
Public Health	7,859,736	6,550,238	10,264,624	7,603,083	11,393,502	10,355,619
Community Funding	8,030,668	7,027,809	-	6,350,507	-	-
Adopted Tier 1 Funding *	-	-	-	-	2,634,376	2,234,376
	60,608,060	**81,811,330**	**84,514,926**	**91,734,085**	**95,182,974**	**93,913,527**
By Fund:						
General Fund	27,809,295	25,566,360	23,455,690	32,520,546	27,130,179	27,412,701
U1 - Housing	1,071	1,181,981	5,510,572	3,860,232	5,781,330	5,501,451
Capital Improv. Fund	74,145	80,887	74,170	80,769	75,424	76,240
Federal Funds	7,877,758	14,062,593	12,422,667	14,741,039	12,553,811	12,388,043
State Funds	14,793,788	17,935,905	23,002,415	19,116,703	27,963,550	26,817,359
County Grants	1,845,459	1,975,663	2,587,122	2,406,856	2,910,438	2,959,842
Local and Foundation Grants	4,148,734	3,104,535	3,275,813	3,178,294	3,797,526	4,138,539
Rental Housing Safety	-	-	-	57	-	-
Measure E Disabled Tax	1,297,768	1,341,961	1,432,011	1,482,011	1,569,911	1,601,060
Measure B Paratransit	455,244	527,845	525,433	370,307	36,797	36,797
Measure BB Paratransit	142,168	49,074	447,741	296,138	934,031	940,629
Measure GG Fire Prep	137,856	204,136	242,527	78,912	256,28	260,632
Measure O	0	14,923,810	6,445,567	9,683,661	6,445,567	6,445,567
Sewer Fund	184,481	343,797	437,189	235,598	503,102	509,045
Other Funds	1,840,293	512,783	4,656,009	3,682,963	5,225,020	4,825,622

Attachment 4

HHCS Division Summary

	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted	FY 2022 Est Actual	FY 2023 Adopted	FY 2024 Adopted
DIVISION/ACTIVITY SUMMARY						
Office of the Director						
Administration	3,690,597	3,792,938	3,421,380	4,603,860	4,054,641	3,462,354
Fiscal & Administration	1,083,552	1,163,556	1,483,505	1,412,982	1,787,464	1,822,239
Health Officer Unit	11,694	2,193,340	3,481,628	4,225,439	4,382,218	5,432,132
Division Total	**4,785,842**	**7,149,835**	**8,386,513**	**10,242,281**	**10,224,323**	**10,716,725**
Environmental Health						
Admin	1,607,288	956,478	2,099,820	417,107	887,854	944,893
Health Protection	196,001	858,707	323,508	1,545,322	1,746,274	1,714,987
Policy Development	1,132	29,843	-	18,114	-	-
Division Total	**1,804,421**	**1,845,027**	**2,423,328**	**1,980,543**	**2,634,129**	**2,659,881**
Mental Health						
Administration	2,590,957	2,175,382	2,680,054	2,254,541	2,717,965	2,751,871
Adult Services	4,833,608	4,820,148	7,343,041	2,848,316	7,017,024	7,137,623
Medical	1,113,480	721,094	2,036,694	423,638	923,427	934,216
Family &Youth Services	207,236	783,936	97,787	1,173,048	1,067,770	1,098,405
Access	1,370,356	1,131,770	1,583,108	903,406	1,451,534	1,625,284
Crisis Services	2,396,419	926,332	4,769,438	102,077	2,610,183	2,611,707
MHSA	2,067,525	4,577,114	-	6,241,976	6,173,375	5,480,862
Homeless Services	-	305,868	1,236,013	1,002,661	1,477,048	1,181,868
Division Total	**14,579,581**	**15,441,645**	**19,746,135**	**14,949,664**	**23,438,326**	**22,821,837**
Housing & Community Services						
Administration	4,786,372	8,522,191	6,227,155	11,125,863	6,084,232	6,159,656
Community Services	112,146	1,306,734	1,245,846	386,157	1,280,903	1,286,011
Employment Services	1,130,033	421,451	63,734	61,502	123,727	129,955
Housing Development & Rehabilitation	4,248,745	19,855,131	18,016,647	22,839,516	18,786,949	18,849,692
Homeless Services	9,251,157	9,755,858	12,894,368	12,073,389	12,873,972	12,931,150
Division Total	**19,528,452**	**39,861,365**	**38,447,750**	**46,486,427**	**39,149,783**	**39,356,464**
Aging Services Administration	555,462	456,293	450,368	463,354	455,029	453,220
North BSC**	740,300	682,381	990,399	647,703	913,211	919,455
North BSC – Transportation**	685,594	698,955	1,129,864	751,677	1,125,731	1,129,609
South BSC**	411,481	396,519	471,750	399,782	534,844	547,747
West BS - Case Management**	1,005,102	1,024,535	1,220,913	1,143,840	1,690,341	1,734,436
West BSC – Nutrition**	577,080	638,383	805,613	649,233	809,216	802,551
Division Total	**4,019,360**	**3,935,411**	**5,246,576**	**4,121,581**	**5,708,535**	**5,768,626**

**Berkeley Senior Center (BSC)

Attachment 5

Berkeley's Unique Structure for Aging Services

The Mission of the Health, Housing, and Community Services Department is to enhance community life and support housing, health, and wellness for all.

ORGANIZATIONAL CHART



HEALTH, HOUSING & COMMUNITY SERVICES OVERVIEW

The Department of Health, Housing and Community Services (HHCS) is organized in an Office of the Director and five divisions which support the Department's mission: Aging Services, Housing and Community Services, Environmental Health, Mental Health, and Public Health. Together these divisions provide a wide array of services to the community, including Meals on Wheels for seniors, affordable housing development loans for nonprofit organizations, restaurant health inspections, mental health services for people with high level needs, health services at Berkeley High School, and much more. In addition, the Department currently staffs seven commissions, and also works closely with the Homeless Services Panel of Experts, now staffed in the City Manager's Office. Baseline activities of each division are described in more detail below.

Aging Division Activities Summary

- **Aging Services**: The Aging Services Division enhances the well-being and independence of older adults by offering social connections, activities, and lifelong learning. The Division operates two vibrant senior centers that offer thousands of classes, events, workshops and day trips as well as a nutritious weekday lunch for older community members. The Meals on Wheels program provides nutritious meals to home-bound seniors. Case managers provide consultation, referral, and linkage to community resources. Additionally, Aging Services provides taxi and van trips for older adults and disabled Berkeley residents to improve quality of life and access to community resources.

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

Aging in Alameda County: A Changing Landscape

July 2022

1

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

The Senior Services Coalition represents 45 nonprofit and public community-based organizations that provide health and supportive services to over 85,000 older adults in Alameda County.

Our Mission is to strengthen and improve the network of support for older people in Alameda County, especially those disproportionately impacted or at risk because of fragile health, cognitive impairment, disability, language, culture, race, financial status, sexual orientation or gender identity.

We do that by advancing county and state policy change and facilitating collaborative solutions that bridge silos and sectors.

2

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

The Shifting Landscape of Needs and the Ecosystem of Supports...

- We are aging
- Increasing economic insecurity
- Medical and LTC increasingly out of reach
- High preventable use of ER and hospital
- Social isolation
- The pandemic toll
- From housing insecurity to homelessness

3

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

We are Aging

- Older adults are the fastest growing segment in Alameda County
- By 2030, older adults will make up 20% of the population
- Number of people with Alzheimer's Disease and Related Dementias (ADRD) is expected to triple among Alameda County residents over the age of 65, from 26,480 in 2020 to 89,792 in 2060

https://agefriendly.acgov.org/aging-in-ac/aging-in-ac-overview.page

4

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

Population Over Age 65 (Count)

County: Alameda ▼ Measurement Period: 2016-2020 ▼

County: Alameda

231,186

people

Source: American Community Survey

Measurement period: 2016-2020
Maintained by: Conduent Healthy Communities Institute
Last update: April 2022
Filter(s) for this location: State: California

Elder Index (Elderly Household Below Income Threshold)

County: Alameda ▼ Measurement Period: 2019-2020 ▼

County: Alameda

36.2%

Source: California Health Interview Survey

Measurement period: 2019-2020
Maintained by: Conduent Healthy Communities Institute
Last update: December 2021
Filter(s) for this location: State: California

https://www.healthyalamedacounty.org/

5

group due to increased physical limitations, medical needs, and social isolation. Seniors often live on a fixed income from pensions or other retirement plans and social security. If this income is insufficient in the face of increasing prescription costs and other costs of living, most seniors have no way to supplement their income. Retirement plans may be vulnerable to fluctuations in the stock market as well; the increasing reliance of retirees on stock market based retirement plans may explain why more seniors nationwide are now slipping into

People 65+ Living Below Poverty Level

County: Alameda ▼ Measurement Period: 2016-2020 ▼

Filter: none (all Counties)

9.8%

Source: American Community Survey
Measurement period: 2016-2020
Maintained by: Conduent Healthy Communities Institute
Last update: April 2022
Filter(s) for this location: State: California

COMPARED TO

CA Counties	U.S. Counties	CA Value (10.3%)	US Value (9.3%)	Prior Value (9.5%)	Trend

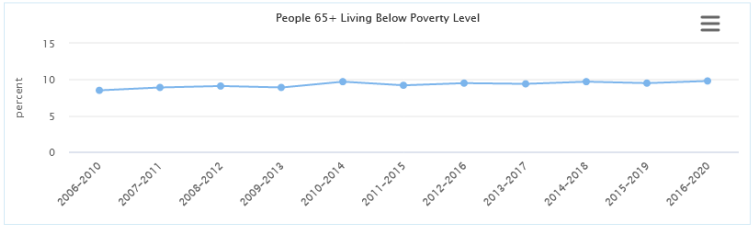
Graph Selections

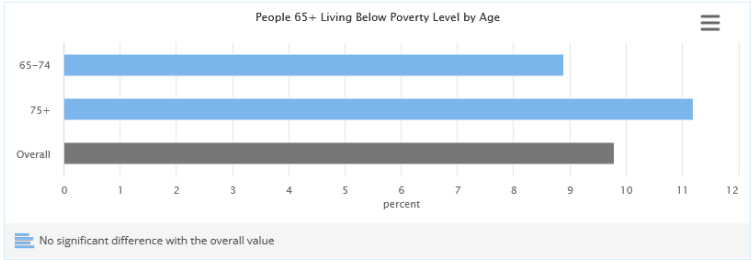
INDICATOR VALUES

- [x] Change over Time

VIEW BY SUBGROUP

- [x] Age
- [ ] Gender
- [ ] Race/Ethnicity





6

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

Increasing Economic Insecurity

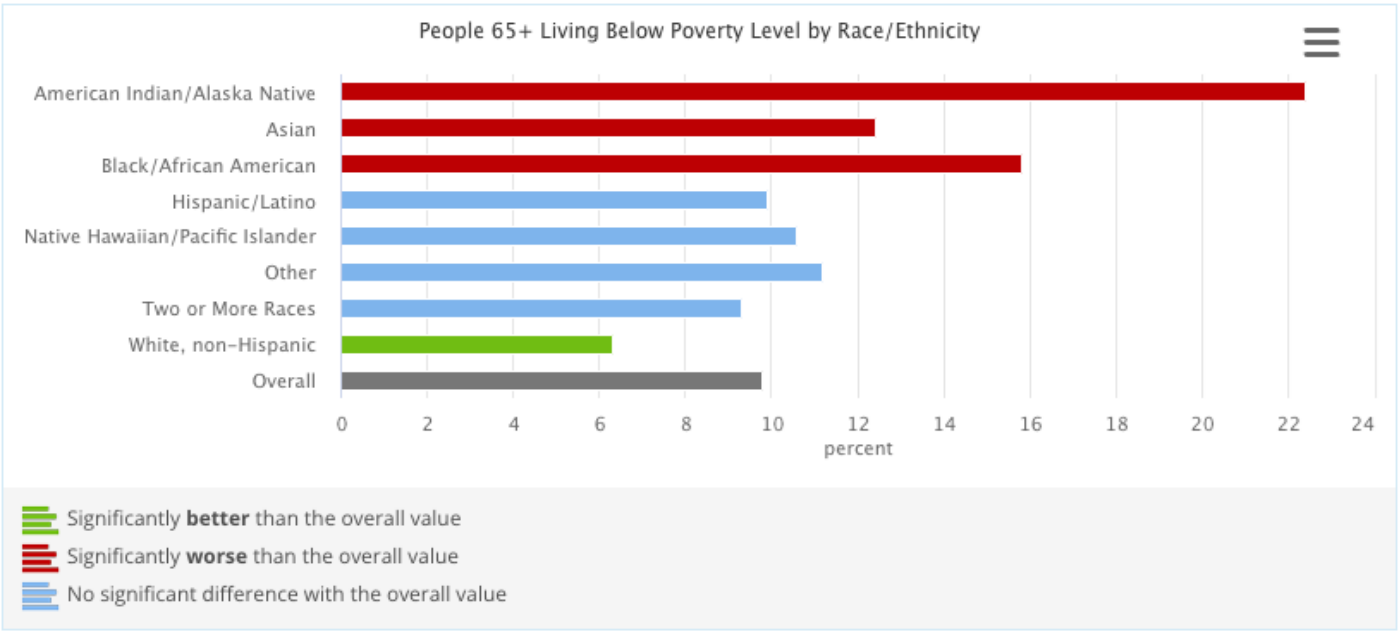
- Cost of Living & Inflation are outpacing income
- Half of single older adults in Alameda County can't cover basic living expenses
- One in six older adults in California lacks reliable access to enough affordable, nutritious food
- Income, wealth & savings at retirement all characterized by disparities

"There is a disproportionate burden on people of color, women and LGBTQ individuals. These groups have less retirement savings and face a greater likelihood of aging into poverty."

- Report on Employment & Older Adults in Alameda County; Kakama, Chaudhuri; Alameda County Age-Friendly Council, July 27, 2020

7

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY



8

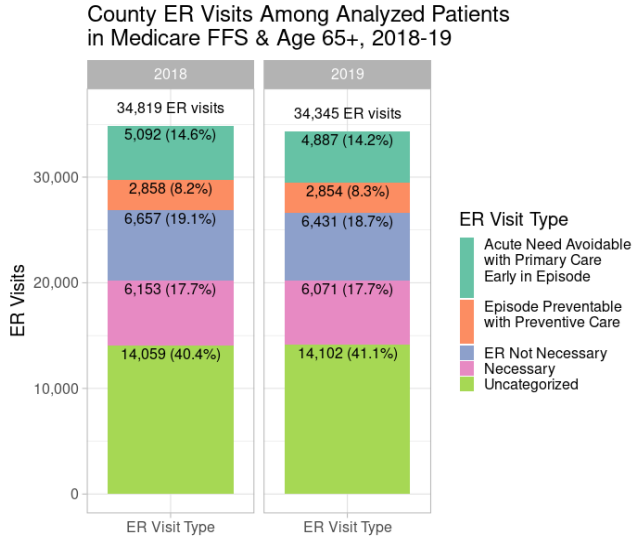
SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

Medical & Long-Term Care Increasingly out of Reach

- For those of modest income who have Medicare coverage:
  - Out-of-pocket costs (copays & deductible) are unaffordable for many
  - Nursing Home covered first 90 days but a qualifying hospital stay is the entry point and copays apply after day 20
  - Assisted Living, Board & Care, and Adult Day Care are not covered
  - In-home support and care are not covered by Medicare
  - Those who are immigrants or who didn't work enough quarters may have to pay for Part A as well as Part B and D
- Medi-Cal Share of Cost
  - Older adults might be $1 over the threshold to qualify for full-scope (free) Medi-Cal, and if so they must pay more than half their income towards health care in order to access Medi-Cal coverage in any given month
- Long-term care is unaffordable for the 83,000 seniors in the county with incomes below the Elder Index (Insight Center, 2017 HCBS LTC Costs).

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

Preventable is the Theme in ER & Hospital use



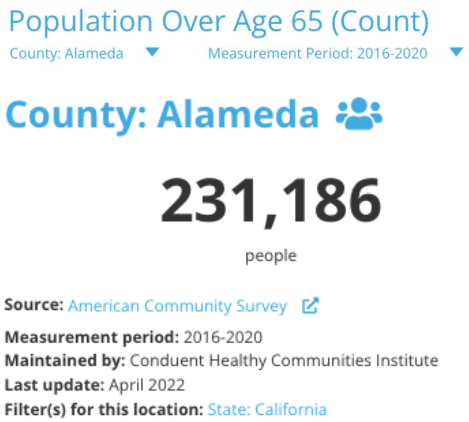
Of the total 34,819 people age 65 visiting ERs in 2018:

- 25.9% (9,017) had two or more ADL deficits;
- 34.2% (11,897 people) had both two or more ADL deficits and cognitive impairment.
- A very small percentage (1.87% had cognitive impairment but no ADL deficits

https://eldercare.shinyapps.io/eldercaredata_shinyapps/

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

Living Alone at Risk of Social Isolation





Individuals 65 and older have the highest rate of suicide deaths: 1 in 4 older adults who attempt suicide die, versus 1 in 200 younger persons

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

The Pandemic Toll

- Social and Health Impacts
  - Social Isolation
  - Deconditioning
  - Deferred health care
  - Family support networks destabilized
- Stark disproportionate impacts reflect historic disparities and structures of racism
  - Infection and death rates
  - Vaccination rates
  - Economic impacts
  - Need for and access to government aid
  - Use of virtual/telemedicine opportunities

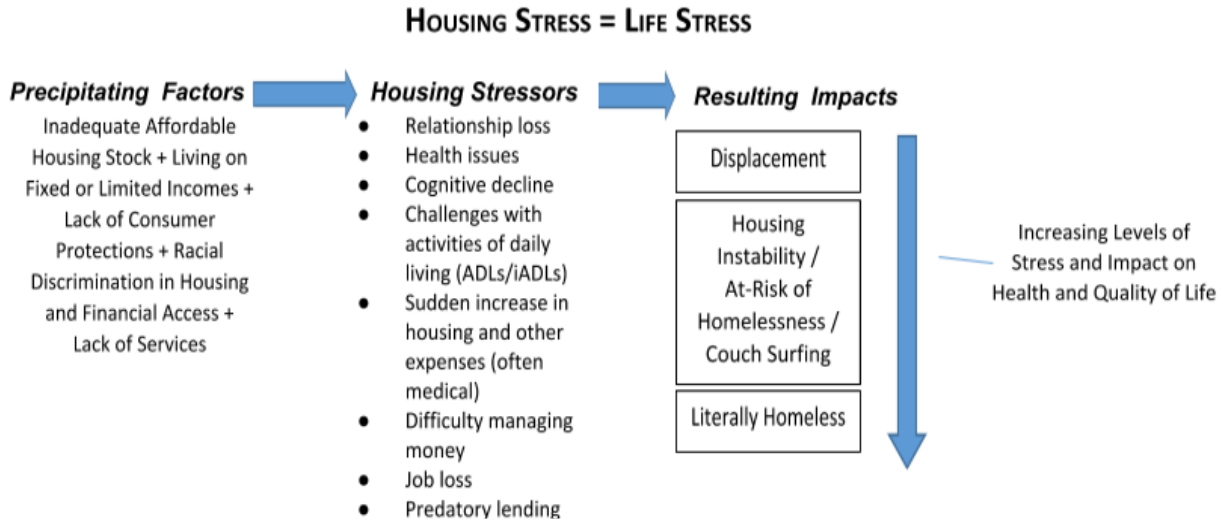
SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

From Housing Insecurity to Homelessness

- In 2019, 47.6% of senior renters in Alameda County are "housing cost burdened" (over 30% of their income goes to housing); 30% spend over half their income on housing.
- Of the 4,209 complete applications for COVID Rent Relief (2021/22 ERAP) from Oaklanders, 9.64% were from people between age 61 and 80; 71.2% were from people of color
- Financial, medical or other emergencies later in life can push those who were already struggling to make ends meet into homelessness.
- People over 50 now account for over half of the unhoused population in Oakland; People 65+ were over 10% of homeless Point In Time count.
- 2022 Point In Time count - Oakland's unhoused population increased by 25% from 2019 (data re older adult component not yet available)

13

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY



https://agefriendly.acgov.org/aging-in-ac/housing.page?

14

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

The shifting ecosystem of supports:

- Capacity is not adequate across the continuum
- Workforce needs to grow
- Caregivers need support

18

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

State and Local Funding for Older Adults and Aging Services:

- State funding opportunities
- Potential state funding opportunities
- Local funding

21

SENIOR SERVICES COALITION
OF ALAMEDA COUNTY

Questions?

Wendy Peterson
wendy@seniorservicescoalition.org
(510) 332-4669

Breakdown of Alameda Area on Aging Funds for Berkeley

Amounts below indicate FY2024 amounts; the percentages indicate the general breakdown overall, every year:

- Congregate Nutrition (dine-in lunch service): $73,381 (15%)
- Home-Delivered Meals: $140,192 (25%)
- Family Caregiver Support: $99,528 (20%)
- Information Assistance: $156,803 (30%)
- Senior Center Activities: $47,363 (10%)

Attachment 8

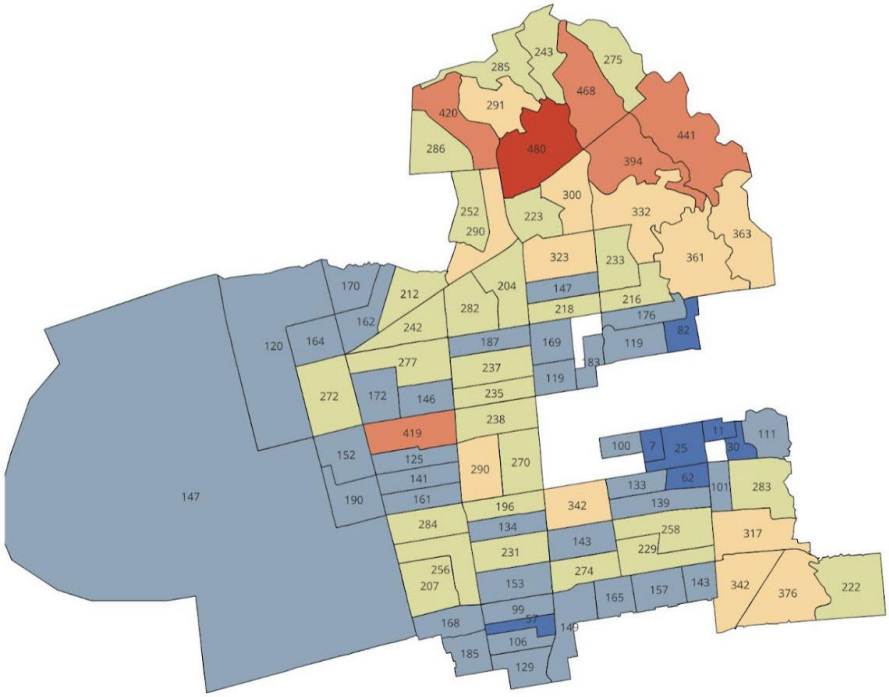
Highlights of Census Data on Aging in Berkeley

Changes in >60 Population 2010 and 2020

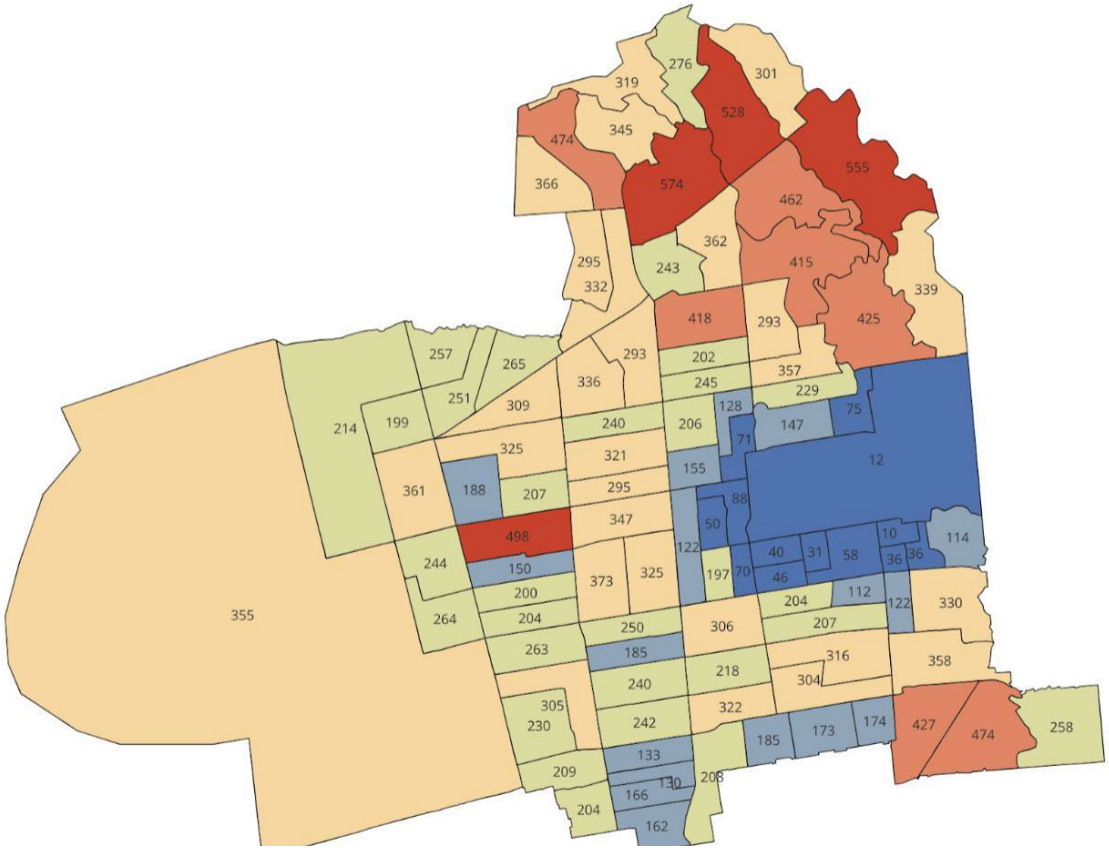
Red-orange high; blue low.

First two figures show absolute numbers. Second two are percentages of population.

Change In Senior Population



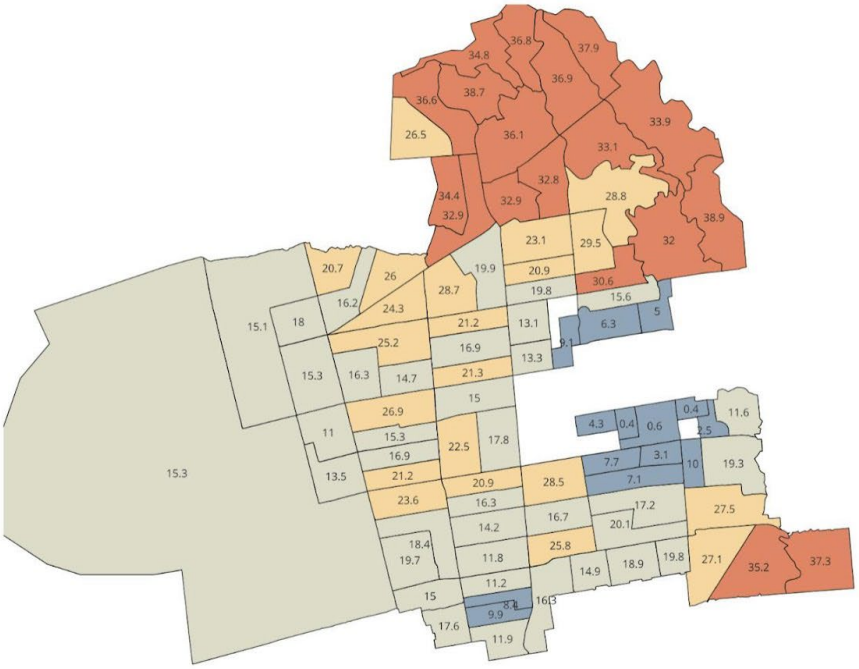
2020 Age 60+ Population By Block Group



◄ Gmail 11:34 AM Fri Jan 12

Change In Senior Population

2010 60+ Population As A Percent Of Population

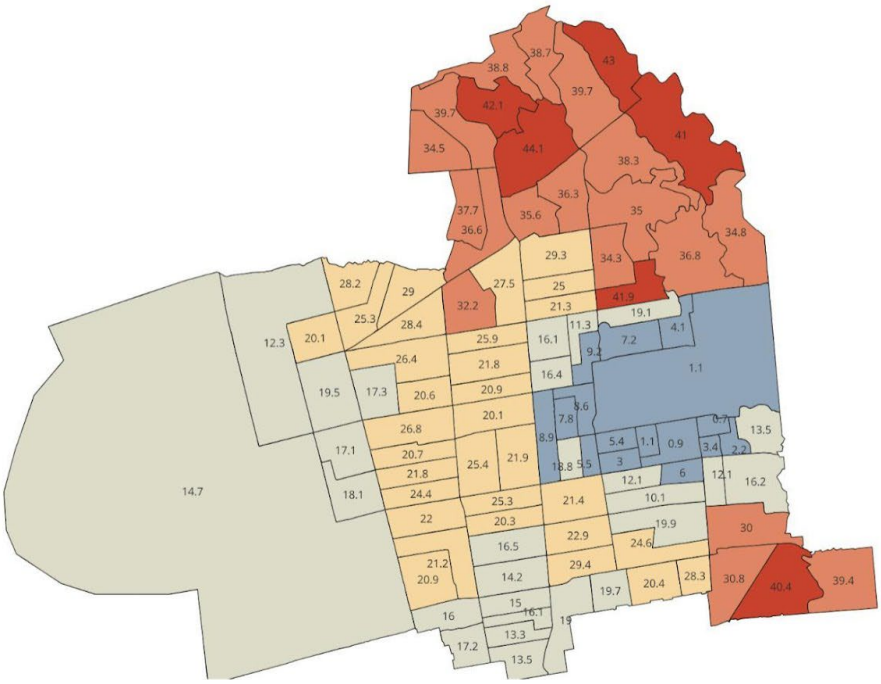


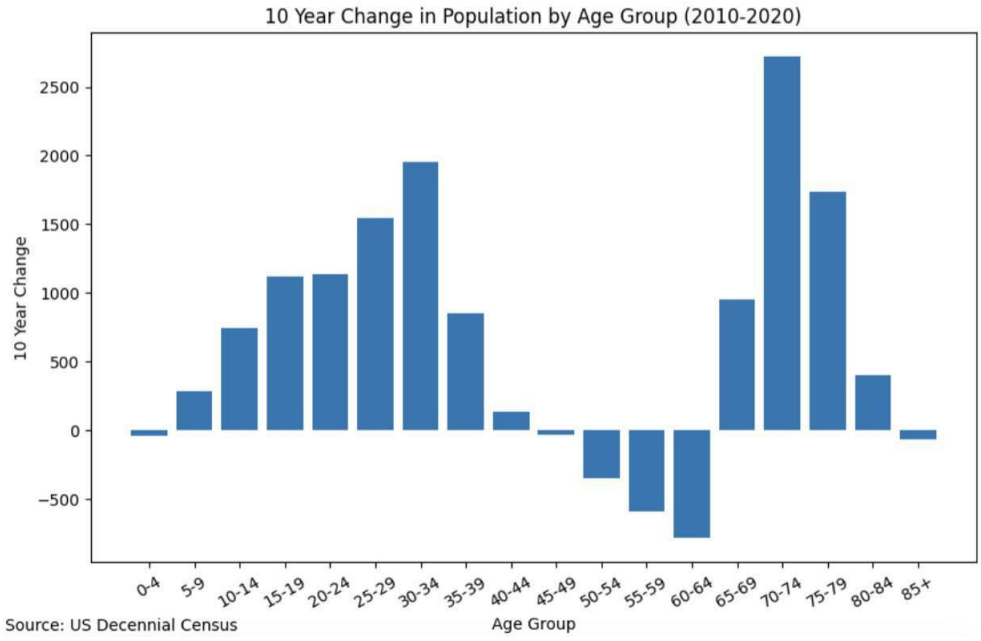
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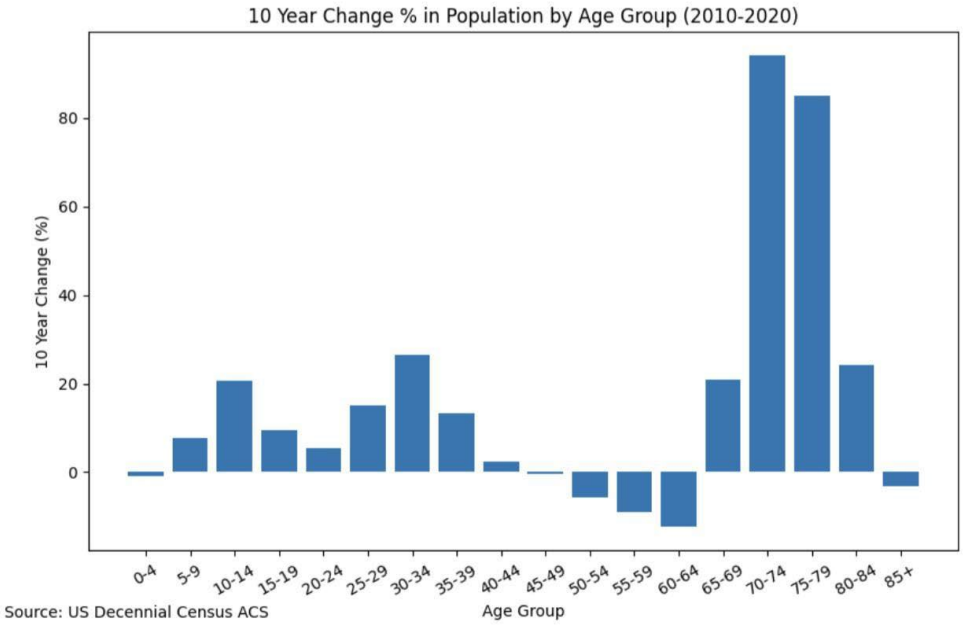
Change In Senior Population



2020 60+ Population As A Percent Of Population







Some narratives about the figures:

- About 8% of residents > 65 years either without a computer at home or internet access, ~1500 people
- About 2000 people > 60 below the poverty line in the last 12 months
- About 4000 people 65 years and older below 200% of the poverty line, ~20% of Berkeley's seniors
- About 700 kids living with "a grandparent householder" which I take to mean being raised by their grandparent
- About 5500 people over 65 who live alone
- About 4500 people > 65 work. Only 1900ish drive alone. 400 take transit, 200 carpool, 350 walk, 1500 work from home. Only 150 take a taxicab, motorcycle, bicycle, or other means
- Median household income in $93,000
- About 2000 are on medicaid or other means tested public health insurance
- About 3000 > 65 with an ambulatory difficulty
- About 1200 with a cognitive difficulty

Margins of error on all these estimates are around 10-20%

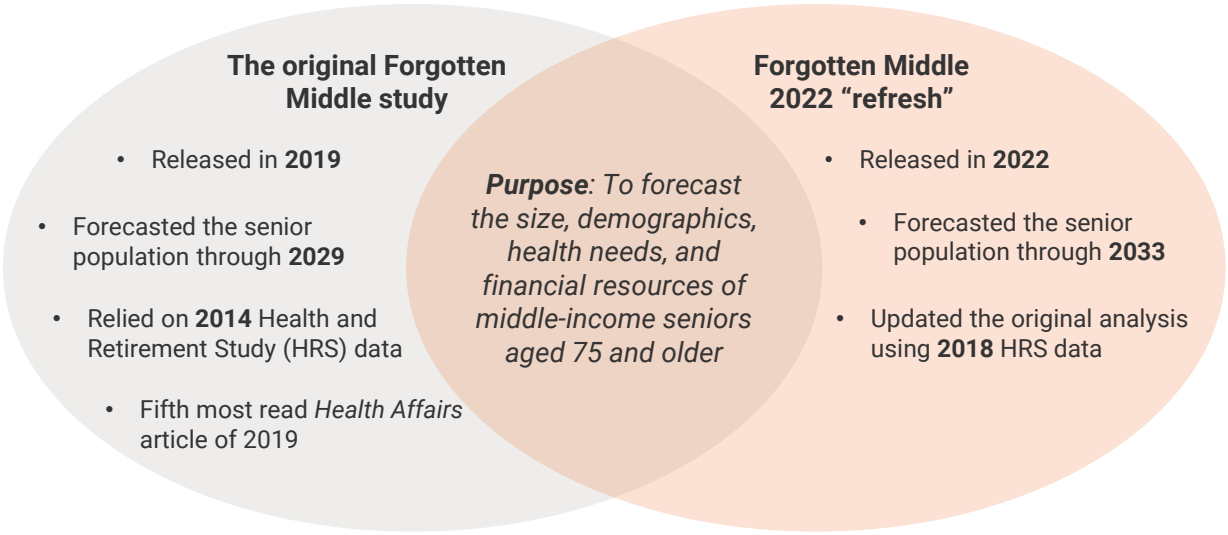
Understanding California's Middle-Income Older Adult Population

NORC | The SCAN Foundation | West Health Institute

October 3, 2022

NORC at the University of Chicago

The first Forgotten Middle studies brought national attention to the unmet needs of future middle-income seniors



Within California's near duals group, 57% will have mobility limitations and nearly half will have 3+ chronic conditions in 2033

Health or Functional Limitations	All Seniors 75+	75-84	85+
3+ Chronic Conditions	48%	49%	47%
3+ Limits in Activities of Daily Living	11%	7%	16%
High Needs*	16%	12%	22%
Cognitive Impairment	31%	20%	46%
Mobility Limitations	57%	50%	67%

*High-needs is defined as those with three or more chronic conditions and one or more limitations in ADLs. Not mutually exclusive with other categories.

Over two-thirds of near duals over the age of 85 will have mobility limitations in 2033

The 2022 Forgotten Middle model uses the 2018 HRS to forecast characteristics of seniors in 2033

	2018		2033
Age Cohort	60-69; 70+	Increase age by 15 years	75-84; 85+
Life Expectancy	Entire Cohort	Mortality model based on sociodemographics, health, and mobility	Those predicted to still be alive
Health	Chronic conditions, mobility limitations, and cognitive impairments	Assume consistent prevalence by sociodemographic group	Projected rates of underlying conditions
Financial Resources	Actual income and annuitized assets for each individual	Grow based on recent rate of change by resource category	Projected financial resources

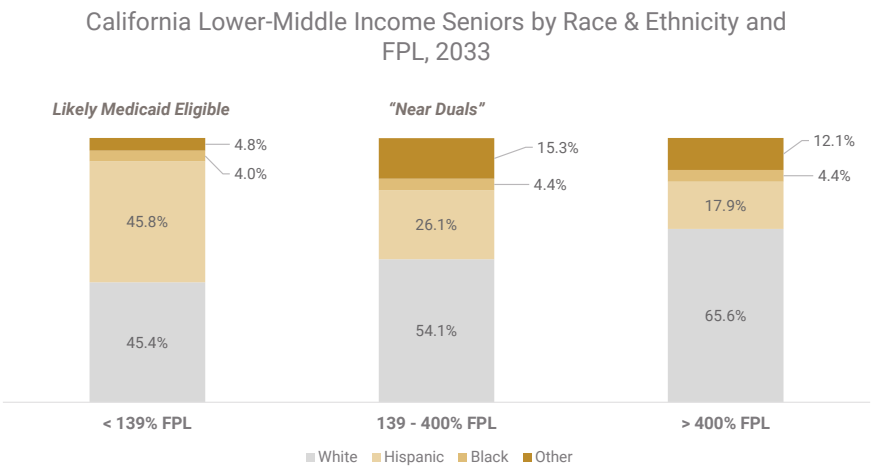
Summary of findings from the 2022 Forgotten Middle update

Over the next decade, the number of middle-income seniors will almost double by 2033—reaching 16M adults ages 75+ by 2033

Many older adults will have health needs, like mobility limitations and cognitive impairments, that make it hard to live independently

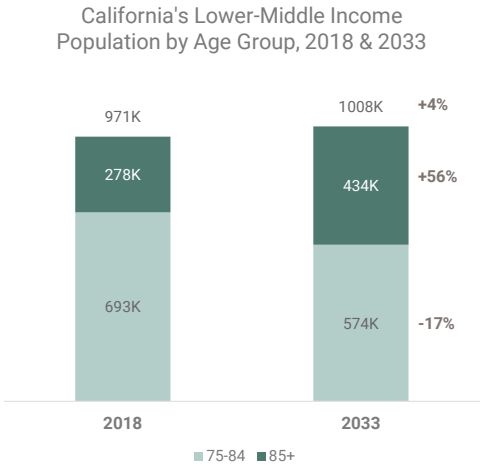
Without selling their homes, three-quarters (11.5M) of middle-income seniors have insufficient resources to pay for private assisted living

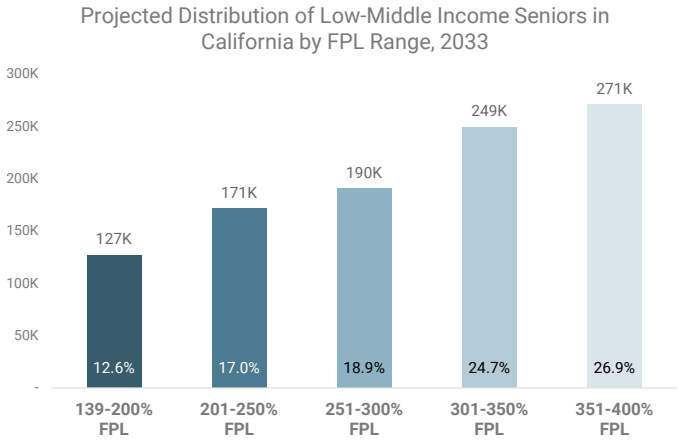
Nearly 46% of California's near duals cohort will consist of people of color in 2033



The lower-middle income cohort in California will have the highest percentage of "Other" races and ethnicities, compared to the <139% FPL and >400% FPL groups

By 2033, over 1M seniors in California are projected to have incomes within 139% to 400% of FPL



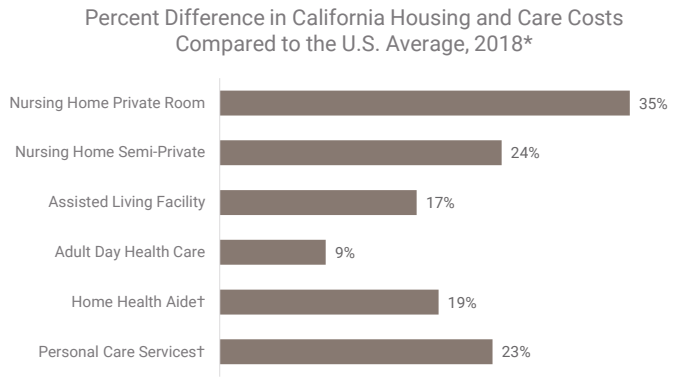


Why create a California-specific model?

The sociodemographics and senior housing costs in California are meaningfully different from national averages

- Significantly more racially and ethnically diverse than the U.S. overall
- Higher percentage of individuals with less than a high school education and those with a college degree
- More likely to not have children living within 10 miles
- Average assisted living cost is 17% more expensive in California

Senior housing and care costs are higher in California.



* Utilizes the 2021 Genworth Cost of Care Survey data converted to 2018 dollars
† Based on 44 hours of care per week

Key Findings from California

NORC at the University of Chicago

NORC also examined California's "near duals" cohort, which includes seniors with income-only resources close to Medicaid eligibility

- NORC's national "Forgotten Middle" was designed to focus on individuals who are unlikely to qualify for Medicaid
- To understand the population at risk of spending down to Medicaid eligibility, NORC took an additional step to analyze the size California's "near dual eligible" seniors in 2033
- Income thresholds for California's near duals:

Lower: 139% FPL – Ineligible for Medi-Cal Aged & Disabled Program (138% FPL)

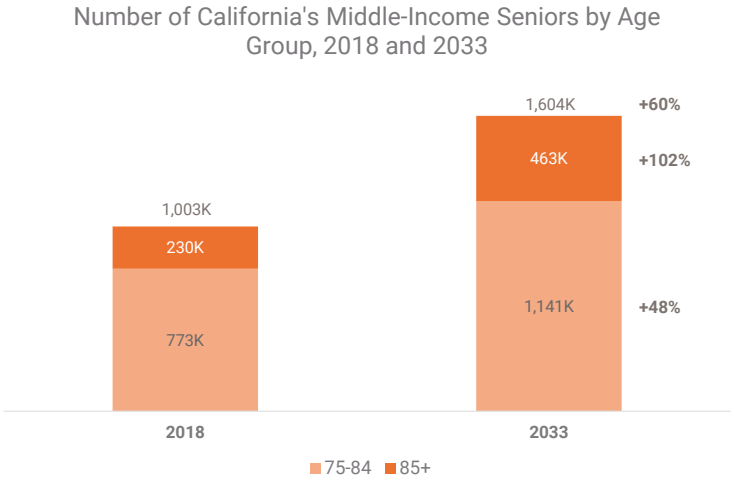
Upper: 400% FPL – Eligibility cutoff for federal marketplace exchange subsidies

To align with Medi-Cal rules, this analysis only considers sources of income, not other assets or housing equity.

California Near Dual Eligibles

NORC at the University of Chicago

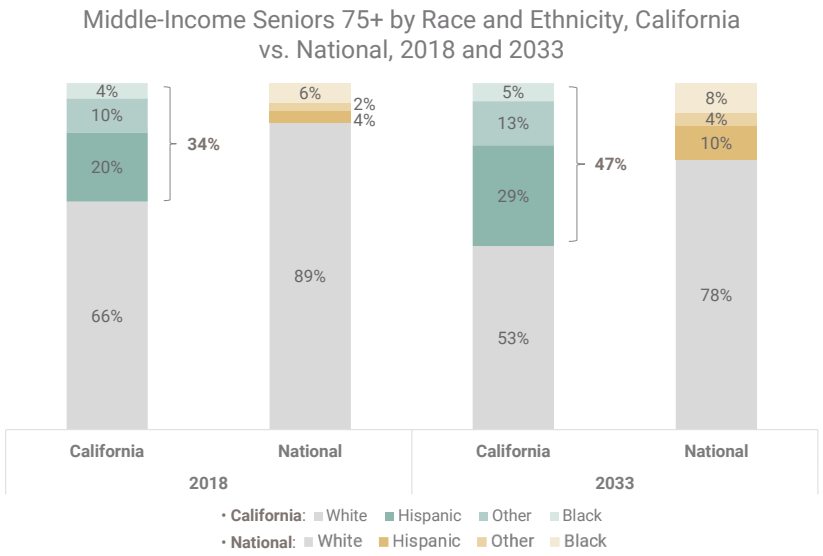
California is estimated to have 1.6M middle-income seniors age 75 and above in 2033



The size of California's middle-income senior population will increase by 60% (601K) by 2033

The number of California's middle-income seniors aged 85+ is expected to more than double (increasing by 233K)

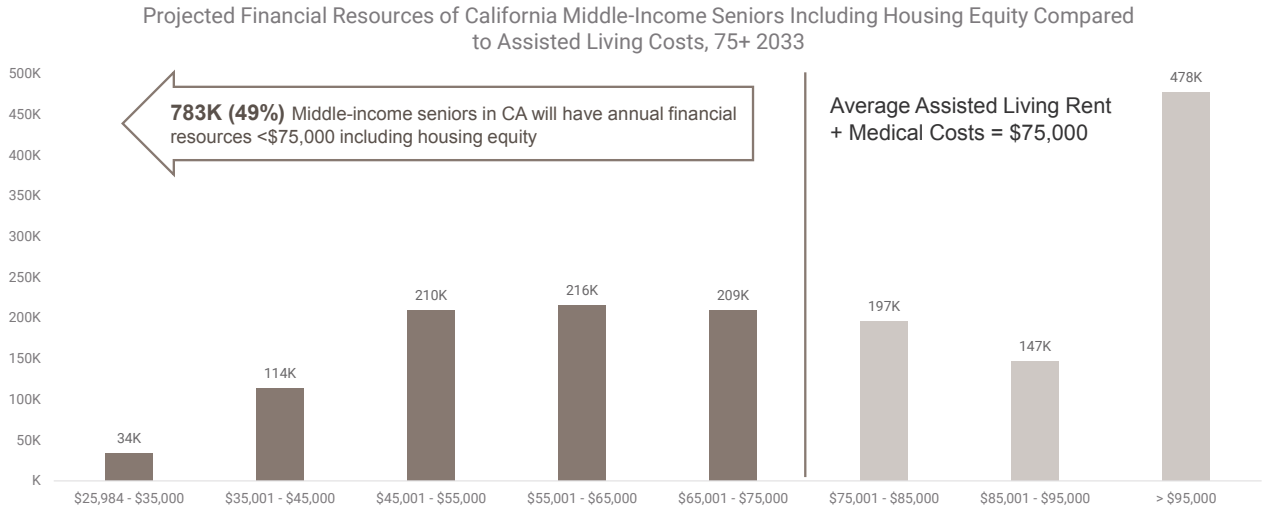
California's middle-income seniors will be more diverse in 2033, with people of color making up 47% of the population



California remains significantly more racially and ethnically diverse than the U.S. overall

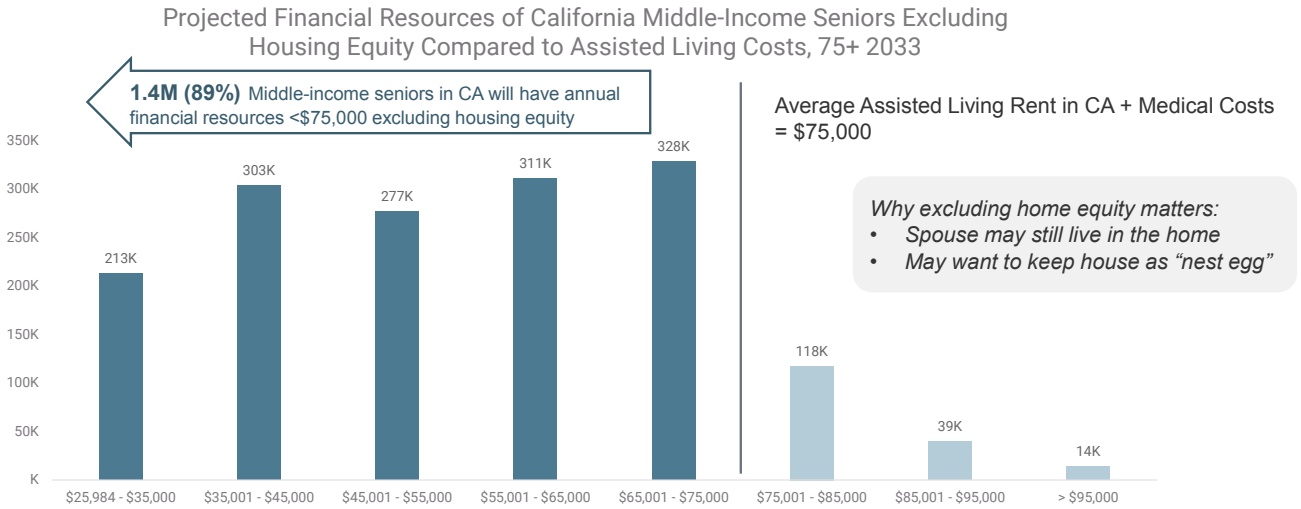
Policymaking will require high levels of cultural sensitivity to meet the needs of all older adults

Even if they sold their homes, half of California's middle-income seniors still will not have sufficient resources to pay for private assisted living



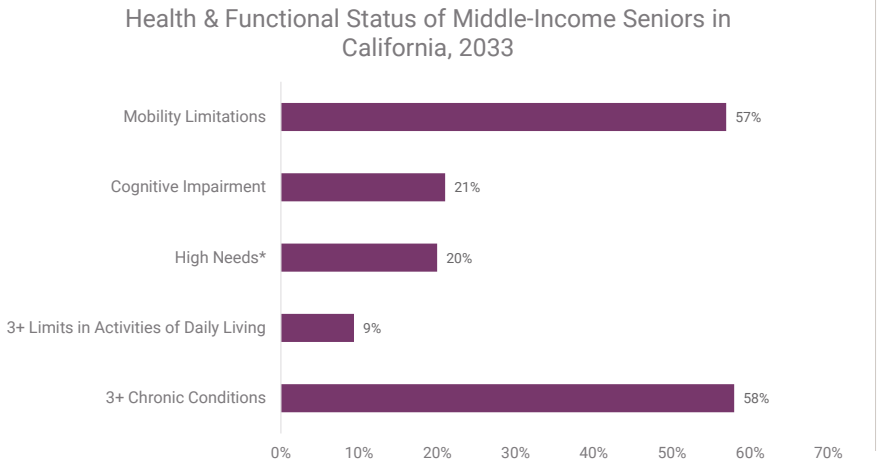
Average private-pay assisted living rent for California generated by applying the percent difference between national and California costs of assisted living in the 2021 Genworth Cost of Care Survey (17%) to the 2018 average cost of assisted living provided by the National Investment Center for Seniors Housing & Care. Average out-of-pocket medical costs and premiums from Kaiser Family Foundation.

Excluding home equity, 89% of California's middle-income seniors will have insufficient resources for private-pay assisted living



Average private-pay assisted living rent for California generated by applying the percent difference between national and California costs of assisted living in the 2021 Genworth Cost of Care Survey (17%) to the 2018 average cost of assisted living provided by the National Investment Center for Seniors Housing & Care. Average out-of-pocket medical costs and premiums from Kaiser Family Foundation.

By 2033, the majority of California middle-income seniors 75+ will have 3+ chronic conditions and mobility limitations

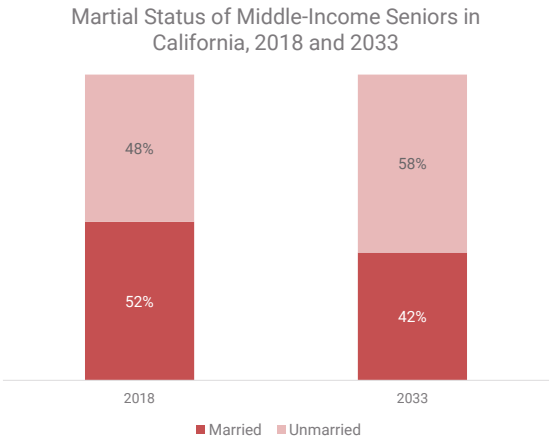


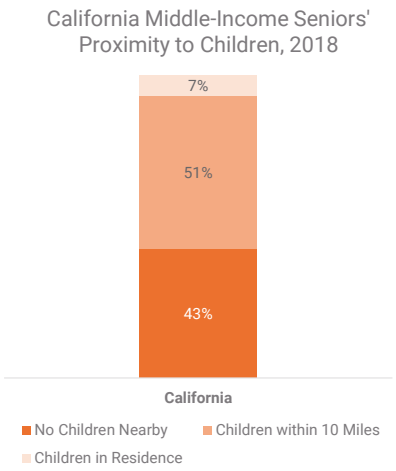
Those over 85 are even more likely to have limitations in activities of daily living

Many seniors will need additional caregiving support and may not be able to continue living independently

*"High-needs" is defined as those with three or more chronic conditions and one or more limitations in ADLs. Not mutually exclusive with other categories.

Nearly 60% of California's middle-income seniors will be unmarried in 2033 and 43% may not have children living within 10 miles

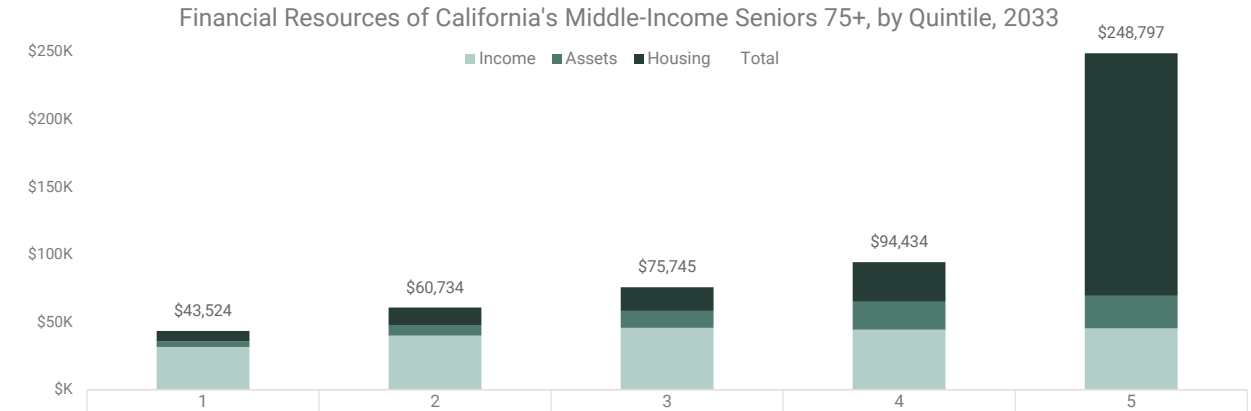




Family members, including spouses and adult children, provide most caregiving for older adults

Seniors who are unmarried (divorced or widowed) and those without children nearby may not have unpaid sources of care

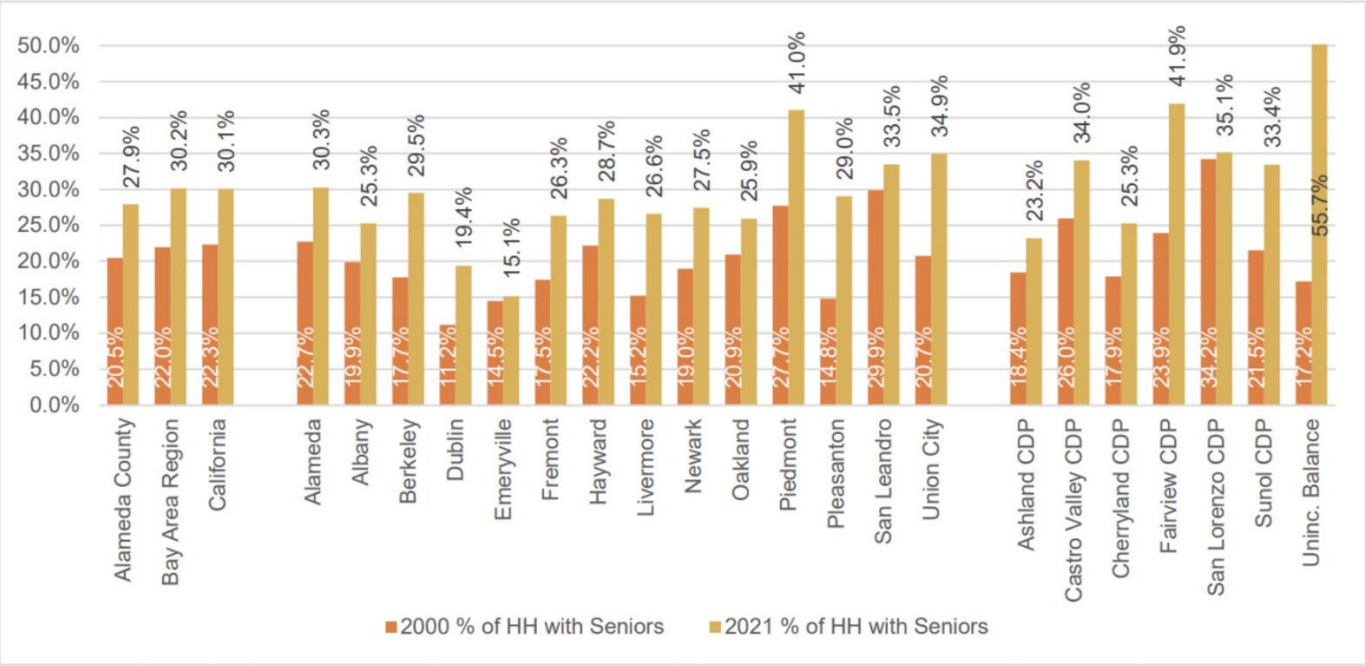
For California's forgotten middle, income is the most important financial resource; 1 in 5 have significant housing equity



	1	2	3	4	5
Housing	$7,817	$13,287	$17,485	$29,431	$179,306
Assets	$4,057	$7,478	$12,490	$20,511	$24,157
Income	$31,650	$39,969	$45,769	$44,492	$45,335
Total	$43,524	$60,734	$75,745	$94,434	$248,797

Attachment 10

Figure 10: Percent of Households with Seniors Age 65+, 2000 & 2021



Sources: US Census 2000 Summary File 1 (SFQ1), US Census 2010 Summary File 1 (SF1), American Community Survey 2017-2021; The Housing Workshop 2023.

21b

Office of the City Manager

ACTION CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Tanya Bustamante, Interim Deputy Director, Health, Housing, and Community Services Department

Subject: Companion Report: Achieving Goals of 2018 Berkeley Age-Friendly Action Plan

RECOMMENDATION

Refer to the City Manager to review and prioritize the recommendations of the City of Berkeley's Age-Friendly Action Plan, in conjunction with the results of the Community Health Assessment that will be conducted by the Health, Housing, and Community Services Department in the 2024 calendar year. In addition, to consider the following referrals:

1. Refer to the Transportation Commission to collaborate with the Commission on Aging to assess the equitable accessibility of public transportation options for the older adult and disabled community in Berkeley

2. Refer to Housing Advisory Commission to collaborate with staff to assess the level of affordable, accessible housing options for older adults to age in the Berkeley community.

3. Refer the Commission on Aging's request for increased funding to the Budget and Finance Policy Committees for further deliberation.

POLICY COMMITTEE RECOMMENDATION

On September 17, 2024, the Budget & Finance Committee adopted the following action: M/S/C (Arreguin/Hahn) to refer the item from the Commission and the City Manager Companion Report item to the City Council with a qualified positive recommendation to consider sending both items to the City Manager for evaluation of the age-friendly action plan and the provision of recommendations. Vote: All Ayes.

FISCAL IMPACTS OF RECOMMENDATION

There are no fiscal impacts associated with this recommendation.

CURRENT SITUATION AND ITS EFFECTS

The Commission on Aging has requested that the City Manager take steps to act on the recommendations of Berkeley's Age-Friendly Action Plan, and address gaps by increasing funding for personnel and other services provided by the City. The City Manager does not disagree with the potential merit of this request, but rather recommends that Council consider a more specific and streamlined recommendation that encourages relevant commissions and staff to work together to outline feasible and realistic options that are evidence-based and community-driven.

BACKGROUND

At its regular meeting on February 21, 2024, the Commission on Aging voted to recommend to Council to refer to the City Manager steps to develop plans to revisit and act on the recommendations in the Berkeley Age-Friendly Action Plan by building on what is already occurring in the community, expanding the Plan's impact, and addressing gaps, by increasing funding for personnel and other services currently being offered as well as others identified in the Age-Friendly Plan.

M/S/C: Chisholm, Cochran, Collins, Evans, Lavault, Orrick, Porter, Smith, Yamaguchi.

Noes: None. Abstain: None. Absent: None.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

The Aging Services Division of the City's Health, Housing, and Community Services Department provides a wealth of services to Berkeley's older adult community, including senior center classes and activities, food and nutrition services, transportation services, and case management for high need older adults with complex needs. Given that the older adult population is the fastest growing segment of the population in the United States[1], it is prudent to clearly and thoughtfully assess the current needs of this population alongside the gaps and strengths that the results of the upcoming Community Health Assessment will highlight, and the thoughtful planning and deliberation of relevant commissions and staff.

ALTERNATIVE ACTIONS CONSIDERED

Council could refer this request directly to the budget process.

CONTACT PERSON

Tanya Bustamante, Interim Deputy Director, HHCS, 510-981-5178.

[1] https://www.census.gov

22a

Homeless Services Panel of Experts

ACTION CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Homeless Services Panel of Experts

Submitted by: Carole Marasovic, Chair, Homeless Services Panel of Experts

Subject: Measure P Allocations, Fiscal Year 2025-2026

RECOMMENDATION

That Council approve the Homeless Services Panel of Experts recommendations to allocate Measure P revenue providing homeless services as detailed in Attachment 1, Exhibit A.

POLICY COMMITTEE RECOMMENDATION

On September 17, 2024, the Budget & Finance Committee adopted the following action: M/S/C (Arreguin/Kesarwani) to refer the item from the Commission and the City Manager Companion Report item to the City Council with a negative recommendation that no further action is required, as the Council has already taken action through the adoption of the 2025-26 Bi-annual Budget. Vote: All Ayes.

SUMMARY

The Homeless Services Panel of Experts (HSPE) reviewed P funding requests for programs, and City staff personnel costs associated with Measure P, for the current annual funding cycle. This review directly followed 3 meetings associated with reviewing community agency allocation funding, a process that considers community agency allocation funding requests every 4 years (the current cycle last considered in 2019, 5 years ago, due to the pandemic), and made recommendations under that process.

During the community agency allocation funding process, HSPE commissioners independently reviewed and scored funding proposals and as a whole, made recommendations. HSPE recommendations were directed to the City Manager who considered them, the City Manager returning with her own recommendations. HSPE found that the earlier recommendations that they had made closely aligned with the City Manager's recommendations and made minor adjustments in some cases to almost perfectly align with the exception of one additional proposed new program.

While it was hoped that other funding gaps for homeless services needs could be addressed through Measure P monies, upon learning that the steep decline in projected Measure P revenue available had substantially decreased from $10,189,500 to

$6,500,000, HSPE commissioners acknowledged that P revenue was in dire straits limiting funding for homeless services.

With one critical exception, HSPE commissioners aligned with the City Manager's recommendations for P monies with a caveat. That caveat was that there should be further discussion regarding the effectiveness and accountability of programs. However, rather than decreasing funding to providers, HSPE believed that funding for those programs should be sustained and that following the current funding process, discussion was merited so that HSPE commissioners could receive additional information about the contract monitoring process, possibly making recommendations.

The one exception to the City Manager's recommendations for the use of P monies, where HSPE held steadfast, as it has in previous Measure P funding cycles, was that 5150 transports should not be funded under Measure P monies. While HSPE is fully aware that the language of Measure P provides that transportation can be funded with P revenue, the commissioners did not perceive 5150 transports as a wise use for over 1.3 million in P monies particularly with less monies currently available for needed homeless services.

In other annual P funding cycles, 40%-50% of unhoused persons, were identified as utilizers of 5150 transports. Also in those cycles, the City committed to identifying an alternative source of funding, other than Measure P, to fund 5150 transports.

Historically, funding for 5150 transports had been funded by the County until recent years following the County's decision that the City of Berkeley should fund its own 5150 transports given that the City of Berkeley has an independent mental health division with its own funding.

FISCAL IMPACTS OF RECOMMENDATION

As earlier stated, the current Measure P property tax revenue is projected as a substantial decrease from $10,189,500 to $6,500,000. The City's budget director issued a report on March 28. 2024 as follows:

Measure P-Property Transfer Tax (-$5,523,564 less than FY 2023 Actual)

Measure P taxes totaling $2,840,259 was collected during the first half of FY 2024, which was $5,523,564 or 66.0% less than the $8,363,823 collected during the same period of FY 2023. This decrease resulted primarily from the following: (1) A decrease of 61.0% in the dollar value of property sales amount in the first half of FY 2024 versus those in the first half of FY 2023 as reflected in Table 3; (2) The number of property sales transactions decreased by 131 or 60.9% during the first half of FY 2024, as illustrated in the table below; and,(3) There were only four property sales of $10 million or more totaling $75 million during this six-month period in FY 2024, compared to 9 transactions with total property sales of $401 million for the same period in FY 2023. The Measure P1 Property Transfer Tax Revenue projection is being decreased from $10,189,500 to $6,500,000.

Property Sales $1.5 million+ **In Million $**

	July	Aug	Sept	Oct	Nov	Dec	Total
FY 2024	$62.8	$87.2	$48.5	$51.9	$33.6	$42.5	$326.5
FY 2023	114.4	271.1	84.1	63.3	203.7	99.8	836.4
Change	- 51.6	-183.9	-35.6	-11.4	-170.1	-57.3	-509.9
% Change	-45.1%	-67.8%	-42.3%	-18.0%	-83.5%	-57.4%	-61.0%

Property Transactions $1.5 Million and Above

	July	Aug	Sept	Oct	Nov	Dec	Total
FY 2024	18	17	12	15	12	10	84
FY 2023	52	41	48	31	24	19	215
Change	-34	-24	-36	-16	-12	-9	-131
% Change	-65.4%	-58.5%	-75.0%	-51.6%	-50.0%	-47.4%	-60.9%

CURRENT SITUATION AND ITS EFFECTS

With Measure P revenue diminished by over one-third, HSPE aligned with the City Manager to preserve the current homeless service programs, providing necessary services, as best could be done with the exception of recommending the 1,321,605 million in 5150 transports, continuing to contend that another source of funding for this purpose should be identified.

BACKGROUND

The Homeless Services Panel of Experts reviewed Measure P recommendations at its April 10, 2024 meeting and made the following recommendations as follows:

Action: M/S/C Jones/Meany HSPE does not recommend funding the 5150 transport out of Measure P monies.

Vote: *Ayes:* Meany, Marasovic, Kealoha-Blake, Jones, and Palmatier. *Noes:* Segal. *Abstain:* None. *Absent:* Bookstein.

Action: M/S/C Marasovic/Meany the HSPE align with all of the city manager's recommendations except for the $1.3 million for 5150 transport.

Vote: *Ayes:* Meany, Marasovic, Kealoha-Blake, Jones, and Palmatier. *Noes:* None. *Abstain:* Segal. *Absent:* Bookstein.

Action: M/S/C Marasovic/Jones HSPE will incorporate in the report that the reasoning behind not recommending the allocation for the $1.3 million in 5150 transport is that the city should look towards alternative methods for funding and Measure P monies should be used for homeless services. This rationale is due to the diminished revenue needed for homeless services which do not make 5150 transport a priority for this stream of funding.

Vote: *Ayes:* Meany, Marasovic, Kealoha-Blake, Jones, and Palmatier. *Noes:* Segal. *Abstain:* None. *Absent:* Bookstein.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental impacts excepting that whenever unhoused persons are housed in Berkeley, it leads to a better, healthier environment for all whether that be formerly homeless persons or the general community.

RATIONALE FOR RECOMMENDATION

The Homeless Services Panel of Experts generally concurred with the City Manager's recommendations as they were thoughtfully made with attention to the current budgetary limitations. HSPE could not concur with the proposed 1.3 million allocation for 5150 transports which is 20% of the total projected 6.5 million in this year's P revenue. Another source of funding needs to be identified so that Measure P monies can be used to fund homeless services.

ALTERNATIVE ACTIONS CONSIDERED

The Homeless Services Panel of Experts could have concurred on the 5150 transports but was uncomfortable in doing so given the standing objection to Measure P monies used for 5150 transports when there are so many other needed homeless services and less P revenue available.

CITY MANAGER

See City Manager companion report.

CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator, (510) 225-8035

Attachments:

1. Exhibit A: HSPE and City Manager Recommendations for P Funding.
2. City of Berkeley Budget Director report, March 26, 2024.

HSPE TRANSFER TAX -- MEASURE P PROGRAM LONG-TERM FORECAST-----DRAFT

	Category of Spending	FY 2024 Adopted	FY 2024 Adopted Mid-Biennial	FY 2024 Preliminary Estimate	FY 2025 Estimate	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate
Revenues									
Beginning Fund Balance		**$ 19,887,422**	**$ 19,887,422**	**$ 19,887,422**	**$ 5,391,019**	**$ 3,142,708**	**$ (1,877,883)**	**$ (6,645,169)**	**$ (6,722,411)**
*Measure P Revenues**		$ 14,073,750	$ 10,189,500	$ 6,500,000	$ 8,199,580	$ 8,609,559	$ 9,040,037	$ 9,492,039	$ 4,746,020
Total Revenues and Balance of Funds		**$ 33,961,172**	**$ 30,076,922**	**$ 26,387,422**	**$ 13,590,599**	**$ 11,752,267**	**$ 7,162,154**	**$ 2,846,870**	**$ (1,976,392)**
LESS: Total Expenses		**$ 14,045,913**	**$ 19,160,846**	**$ 20,996,403**	**$ 10,447,891**	**$ 13,630,150**	**$ 13,807,322**	**$ 9,569,282**	**$ 10,077,605**
Personnel Costs (1)		*$ 722,413*	*$ 722,413*	*$ 722,413*	*$ 780,206*	*$ 842,623*	*$ 910,032*	*$ 982,835*	*$ 1,061,462*
CMO: Homeless Services Coordinator	Staffing/Infrastructure	$ 202,899	$ 202,899	$ 202,899	$ 219,131	$ 236,661	$ 255,594	$ 276,042	$ 298,125
Finance: Accountant II	Staffing/Infrastructure	$ 193,441	$ 193,441	$ 193,441	$ 208,916	$ 225,630	$ 243,680	$ 263,174	$ 284,228
HHCS: 50% Senior Management Analyst	Staffing/Infrastructure	$ 116,560	$ 116,560	$ 116,560	$ 125,885	$ 135,956	$ 146,832	$ 158,579	$ 171,265
HHCS: 2 Year Limited Term Community Services Specialist II	Staffing/Infrastructure	$ 209,513	$ 209,513	$ 209,513	$ 226,274	$ 244,376	$ 263,926	$ 285,040	$ 307,843
Non-Personnel Costs/ Program Expenses		*$ 13,323,500*	*$ 18,438,433*	*$ 20,273,990*	*$ 9,667,685*	*$ 12,787,528*	*$ 12,897,290*	*$ 8,586,447*	*$ 9,016,143*
Fire: 5150 Response & Transport - Measure P portion of contract	Immediate Street Conditions and Hygiene	$ 1,556,857	$ 1,321,605	$ 1,321,605	$ -	$ -	$ -	$ -	$ -
Dorothy Day House Shelter	Emergency Shelter	$ 566,000	$ 566,000	$ 566,000	$ 580,150	$ 594,654	$ 609,520	$ 624,758	$ 640,377
Dorothy Day House Drop In	Immediate Street Conditions and Hygiene	$ 182,000	$ 182,000	$ 182,000					$ 205,916
BACS Pathways STAIR Center	Emergency Shelter	$ 2,499,525	$ 2,499,525	$ 2,499,525	$ 2,002,768	$ 2,499,527	$ 2,499,528	$ 2,499,529	$ 2,499,530
BACS Coordinated Entry System (BACS HRC & Shallow Subsidies)	Immediate Street Conditions and Hygiene	$ 1,000,000	$ 829,498	$ 829,498	$1,371,411	$1,371,411	$ 1,371,411	$ 1,371,411	$ 1,371,411
BACS Permanent Housing Subsidies / Shallow Subsidies	Permanent Housing								
No Place Like Home - Scattered Unit Supportive Services	Permanent Housing	$ 105,000						$ 105,000	$ 105,000
No Place Like Home - Scattered Unit Supportive Services					$ 138,800	$ 138,800	$ 138,800	$ 138,800	$ 43,800
LifeLong Medical - Maudelle Shirek Affordable Housing (NPLH)			$ 105,000	$ 15,300	$ 61,200	$ 61,200	$ 61,200	$ 61,200	$ 61,200
Insight Housing Hope Center (NPLH)	Permanent Housing	$ 95,000	$ 95,000	$ 95,000					$ 95,000
Insight Housing - Men's Housing Program	Emergency Shelter	$ -	$ 170,502	$ 170,502					$ 170,502
COVID-19 Emergency Housing Assistance - Housing Retention Program (EDC)	Homelessness Prevention	$ -	$ -	$ -		$ -	$ -	$ -	$ -
Anti-Displacement Programs (Legal Assistance, Housing Retention Program, Flexible Housing Funds) (100k to BACS HRC; 275K to EDC and remaining to EBCLC) - to be funded by U1 in FY 24	Homelessness Prevention	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BDIC Locker Program	Immediate Street Conditions and Hygiene	$ 50,000	$ 50,000	$ 50,000		$ 50,000	$ 50,000	$ 50,000	$ 50,000
LifeLong Medical - Street Medicine	Immediate Street Conditions and Hygiene	$ 525,000	$ 525,000	$ 525,001	$ 525,000	$ 525,000	$ 525,000	$ 525,000	$ 525,000
YSA Tiny Home	Emergency Shelter	$ 78,000	$ 78,000	$ 78,000	$ -				
DBA- Homeless Outreach Worker	Immediate Street Conditions and Hygiene	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000
Downtown Streets Team	Immediate Street Conditions and Hygiene	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000
Shelter at 742 Grayson Street	Emergency Shelter		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Shelter at 1720 San Pablo Ave Lease	Emergency Shelter	$ 908,796	$ 908,796	$ 908,796	$ 935,160	$ 962,315	$ 990,284	$ -	$ -
Dorothy Day House Berkeley Emergency Storm Shelter (Winter Shelter)	Emergency Shelter	$ 350,000	$ 350,000	$ 350,000	$ 358,750	$ 367,719	$ 376,912	$ 386,335	$ 395,993
Dorothy Day House - Inclement Weather Shelter	Emergency Shelter	$ -	$ 412,185	$ 412,185	$ 290,000	$ 290,000	$ 290,000	$ 290,000	$ 290,000
Dorothy Day House Beyond Horizon - 1720 San Pablo Avenue - Supportive Services	Emergency Shelter	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ -	$ -
1367 University Avenue Step Up Housing Project*	Permanent Housing				1,040,027	1,066,027	1,092,678	1,119,995	1,147,995
Russell Street Residence Acquisition	Permanent Housing	$ -	$ 4,500,000	$ 4,500,000	$ -	$ -	$ -	$ -	$ -
HHCS: Square One Hotel Vouchers	Emergency Shelter	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Training and Evaluation	Staffing/Infrastructure	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334
Homeless Response Team	Immediate Street Conditions and Hygiene	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085
Berkeley Relief Fund	Homelessness Prevention	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Portable Toilets	Immediate Street Conditions and Hygiene	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000
Old City Hall Sprinkler system	Emergency Shelter	$ -	$ 400,000	$ 400,000					
One-Time Use of Measure P for Nexus Community Programs	Permanent Housing	$ 578,164	$ 578,164	$ 578,164	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Immediate Street Conditions and Hygiene	$ 976,207	$ 976,207	$ 976,207	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Emergency Shelter	$ 882,480	$ 882,480	$ 882,480	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Staffing/Infrastructure	$ 23,837	$ 23,837	$ 23,837	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Homelessness Prevention	$ 262,215	$ 262,215	$ 262,215	$ -	$ -	$ -	$ -	$ -
Reimagining Public Safety-Expand Downtown Streets Teams as placement for low-level violations	Immediate Street Conditions and Hygiene	$ 50,000			$ -	$ -	$ -	$ -	$ -
Equitable Clean Streets	Immediate Street Conditions and Hygiene	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expand the scope of services for the Downtown Streets Team to address the need for enhanced services around commercial and industrial areas in the Gilman District twice weekly	Immediate Street Conditions and Hygiene	$ 50,000	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ -
Reimagining Public Safety: Conduct a service needs assessment based on 911 and non-911 calls for service, dispatch, and response and capacity assessment of crisis response and crisis-related services	Staffing/Infrastructure	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reimagining Public Safety: Funding to organizations for Respite from Gender/Domestic Violence	Emergency Shelter	$ 220,000	$ 220,000	$ 220,000	$ -	$ -	$ -	$ -	$ -
1654 5th Street Operations	Emergency Shelter	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
701 Harrison Transition - Site Security	Emergency Shelter	$ -	$ 88,000	$ 88,000	$ -	$ -	$ -	$ -	$ -
Public facilities improvement	Staffing/Infrastructure	$ -			$ -	$ -	$ -	$ -	$ -
Encampment Resolution Fund 2 Awarded Grant Match- Rodeway Inn	Emergency Shelter	$ -	$ -	$ -	$ -	$ 2,496,456	$ 2,527,538	$ -	$ -
HCEB Contract- Interim Housing at Rodeway Inn				$ 1,925,256					
Encampment Resolution Fund 3 Tentative Grant Match									
Fiscal Year Surplus (Shortfall)		**$ 27,837**	**$ (8,971,346)**	**$ (14,496,403)**	**$ (2,248,311)**	**$ (5,020,591)**	**$ (4,767,285)**	**$ (77,243)**	**$ (5,331,585)**
Ending Fund Balance		**$ 19,915,259**	**$ 10,916,076**	**$ 5,391,019**	**$ 3,142,708**	**$ (1,877,883)**	**$ (6,645,169)**	**$ (6,722,411)**	**$ (12,053,997)**

STAFF TRANSFER TAX -- MEASURE P PROGRAM LONG-TERM FORECAST-----DRAFT

	Category of Spending	FY 2024 Adopted	FY 2024 Adopted Mid-Biennial	FY 2024 Preliminary Estimate	FY 2025 Estimate	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate
Revenues									
Beginning Fund Balance		**$ 19,887,422**	**$ 19,887,422**	**$ 19,887,422**	**$ 5,391,019**	**$ 1,957,103**	**$ (4,249,093)**	**$ (10,201,984)**	**$ (11,464,831)**
*Measure P Revenues**		$ 14,073,750	$ 10,189,500	$ 6,500,000	$ 8,199,580	$ 8,609,559	$ 9,040,037	$ 9,492,039	$ 4,746,020
Total Revenues and Balance of Funds		**$ 33,961,172**	**$ 30,076,922**	**$ 26,387,422**	**$ 13,590,599**	**$ 10,566,662**	**$ 4,790,944**	**$ (709,945)**	**$ (6,718,812)**
LESS: Total Expenses		**$ 14,045,913**	**$ 19,160,846**	**$ 20,996,403**	**$ 11,633,496**	**$ 14,815,755**	**$ 14,992,927**	**$ 10,754,887**	**$ 11,263,210**
Personnel Costs (1)		*$ 722,413*	*$ 722,413*	*$ 722,413*	*$ 780,206*	*$ 842,623*	*$ 910,032*	*$ 982,835*	*$ 1,061,462*
CMO: Homeless Services Coordinator	Staffing/Infrastructure	$ 202,899	$ 202,899	$ 202,899	$ 219,131	$ 236,661	$ 255,594	$ 276,042	$ 298,125
Finance: Accountant II	Staffing/Infrastructure	$ 193,441	$ 193,441	$ 193,441	$ 208,916	$ 225,630	$ 243,680	$ 263,174	$ 284,228
HHCS: 50% Senior Management Analyst	Staffing/Infrastructure	$ 116,560	$ 116,560	$ 116,560	$ 125,885	$ 135,956	$ 146,832	$ 158,579	$ 171,265
HHCS: 2 Year Limited Term Community Services Specialist II	Staffing/Infrastructure	$ 209,513	$ 209,513	$ 209,513	$ 226,274	$ 244,376	$ 263,926	$ 285,040	$ 307,843
Non-Personnel Costs/ Program Expenses		*$ 13,323,500*	*$ 18,438,433*	*$ 20,273,990*	*$ 10,853,290*	*$ 13,973,133*	*$ 14,082,895*	*$ 9,772,052*	*$ 10,201,748*
Fire: 5150 Response & Transport - Measure P portion of contract	Immediate Street Conditions and Hygiene	$ 1,556,857	$ 1,321,605	$ 1,321,605	$ 1,321,605	$ 1,321,605	$ 1,321,605	$ 1,321,605	$ 1,321,605
Dorothy Day House Shelter	Emergency Shelter	$ 566,000	$ 566,000	$ 566,000	$ 580,150	$ 594,654	$ 609,520	$ 624,758	$ 640,377
Dorothy Day House Drop In	Immediate Street Conditions and Hygiene	$ 182,000	$ 182,000	$ 182,000					$ 205,916
BACS Pathways STAIR Center	Emergency Shelter	$ 2,499,525	$ 2,499,525	$ 2,499,525	$ 2,002,768	$ 2,499,527	$ 2,499,528	$ 2,499,529	$ 2,499,530
BACS Coordinated Entry System (BACS HRC & Shallow Subsidies)	Immediate Street Conditions and Hygiene	$ 1,000,000	$ 829,498	$ 829,498	$1,235,411	$1,235,411	$ 1,235,411	$ 1,235,411	$ 1,235,411
BACS Permanent Housing Subsidies / Shallow Subsidies	Permanent Housing								
No Place Like Home - Scattered Unit Supportive Services	Permanent Housing	$ 105,000						$ 105,000	$ 105,000
No Place Like Home - Scattered Unit Supportive Services					$ 138,800	$ 138,800	$ 138,800	$ 138,800	$ 43,800
LifeLong Medical - Maudelle Shirek Affordable Housing (NPLH)			$ 105,000	$ 15,300	$ 61,200	$ 61,200	$ 61,200	$ 61,200	$ 61,200
Insight Housing Hope Center (NPLH)	Permanent Housing	$ 95,000	$ 95,000	$ 95,000					$ 95,000
Insight Housing - Men's Housing Program	Emergency Shelter	$ -	$ 170,502	$ 170,502					$ 170,502
COVID-19 Emergency Housing Assistance - Housing Retention Program (EDC)	Homelessness Prevention	$ -	$ -	$ -		$ -	$ -	$ -	$ -
Anti-Displacement Programs (Legal Assistance, Housing Retention Program, Flexible Housing Funds) (100k to BACS HRC; 275K to EDC and remaining to EBCLC) - to be funded by U1 in FY 24	Homelessness Prevention	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BDIC Locker Program	Immediate Street Conditions and Hygiene	$ 50,000	$ 50,000	$ 50,000		$ 50,000	$ 50,000	$ 50,000	$ 50,000
LifeLong Medical - Street Medicine	Immediate Street Conditions and Hygiene	$ 525,000	$ 525,000	$ 525,001	$ 525,000	$ 525,000	$ 525,000	$ 525,000	$ 525,000
YSA Tiny Home	Emergency Shelter	$ 78,000	$ 78,000	$ 78,000	$ -				
DBA- Homeless Outreach Worker	Immediate Street Conditions and Hygiene	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000
Downtown Streets Team	Immediate Street Conditions and Hygiene	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000	$ 225,000
Shelter at 742 Grayson Street	Emergency Shelter		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Shelter at 1720 San Pablo Ave Lease	Emergency Shelter	$ 908,796	$ 908,796	$ 908,796	$ 935,160	$ 962,315	$ 990,284	$ -	$ -
Dorothy Day House Berkeley Emergency Storm Shelter (Winter Shelter)	Emergency Shelter	$ 350,000	$ 350,000	$ 350,000	$ 358,750	$ 367,719	$ 376,912	$ 386,335	$ 395,993
Dorothy Day House - Inclement Weather Shelter	Emergency Shelter	$ -	$ 412,185	$ 412,185	$ 290,000	$ 290,000	$ 290,000	$ 290,000	$ 290,000
Dorothy Day House Beyond Horizon - 1720 San Pablo Avenue - Supportive Services	Emergency Shelter	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ -	$ -
1367 University Avenue Step Up Housing Project*	Permanent Housing				1,040,027	1,066,027	1,092,678	1,119,995	1,147,995
Russell Street Residence Acquisition	Permanent Housing	$ -	$ 4,500,000	$ 4,500,000	$ -	$ -	$ -	$ -	$ -
HHCS: Square One Hotel Vouchers	Emergency Shelter	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Training and Evaluation	Staffing/Infrastructure	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334	$ 133,334
Homeless Response Team	Immediate Street Conditions and Hygiene	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085	$ 920,085
Berkeley Relief Fund	Homelessness Prevention	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Portable Toilets	Immediate Street Conditions and Hygiene	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000	$ 96,000
Old City Hall Sprinkler system	Emergency Shelter	$ -	$ 400,000	$ 400,000					
One-Time Use of Measure P for Nexus Community Programs	Permanent Housing	$ 578,164	$ 578,164	$ 578,164	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Immediate Street Conditions and Hygiene	$ 976,207	$ 976,207	$ 976,207	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Emergency Shelter	$ 882,480	$ 882,480	$ 882,480	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Staffing/Infrastructure	$ 23,837	$ 23,837	$ 23,837	$ -	$ -	$ -	$ -	$ -
One-Time Use of Measure P for Nexus Community Programs	Homelessness Prevention	$ 262,215	$ 262,215	$ 262,215	$ -	$ -	$ -	$ -	$ -
Reimagining Public Safety-Expand Downtown Streets Teams as placement for low-level violations	Immediate Street Conditions and Hygiene	$ 50,000			$ -	$ -	$ -	$ -	$ -
Equitable Clean Streets	Immediate Street Conditions and Hygiene	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expand the scope of services for the Downtown Streets Team to address the need for enhanced services around commercial and industrial areas in the Gilman District twice weekly	Immediate Street Conditions and Hygiene	$ 50,000	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ -
Reimagining Public Safety: Conduct a service needs assessment based on 911 and non-911 calls for service, dispatch, and response and capacity assessment of crisis response and crisis-related services	Staffing/Infrastructure	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reimagining Public Safety: Funding to organizations for Respite from Gender/Domestic Violence	Emergency Shelter	$ 220,000	$ 220,000	$ 220,000	$ -	$ -	$ -	$ -	$ -
1654 5th Street Operations	Emergency Shelter	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
701 Harrison Transition - Site Security	Emergency Shelter	$ -	$ 88,000	$ 88,000	$ -	$ -	$ -	$ -	$ -
Public facilities improvement	Staffing/Infrastructure	$ -			$ -	$ -	$ -	$ -	$ -
Encampment Resolution Fund 2 Awarded Grant Match- Rodeway Inn	Emergency Shelter	$ -	$ -	$ -	$ -	$ 2,496,456	$ 2,527,538	$ -	$ -
HCEB Contract- Interim Housing at Rodeway Inn				$ 1,925,256					
Encampment Resolution Fund 3 Tentative Grant Match									
Fiscal Year Surplus (Shortfall)		**$ 27,837**	**$ (8,971,346)**	**$ (14,496,403)**	**$ (3,433,916)**	**$ (6,206,196)**	**$ (5,952,890)**	**$ (1,262,848)**	**$ (6,517,190)**
Ending Fund Balance		**$ 19,915,259**	**$ 10,916,076**	**$ 5,391,019**	**$ 1,957,103**	**$ (4,249,093)**	**$ (10,201,984)**	**$ (11,464,831)**	**$ (17,982,022)**

Office of the City Manager

INFORMATION CALENDAR
March 26, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Sharon Friedrichsen, Budget Manager
Henry Oyekanmi, Finance Director

Subject: Fiscal Year 2024 Mid-Year Budget Update

RECOMMENDATION
Council receive and file the Fiscal Year 2024 Mid-Year Budget Update.

INTRODUCTION
This report presents the Fiscal Year 2024 ("FY 2024") Mid-Year Budget Update including actual General Fund and Special Fund expenditures incurred from July 1, 2023 to December 31, 2023. It also provides an estimate of anticipated General Fund revenues and expenditures by June 30, 2024 and projected expenditures for All Funds by department for FY 2024.

CURRENT SITUATION AND ITS EFFECTS
The City of Berkeley is currently in FY 2024, which covers the period of July 1, 2023 to June 30, 2024. On June 27, 2023 the City Council adopted the FY 2024 Budget, authorizing gross appropriations of $728,631,293 and net appropriations of $621,229,929 (net of dual appropriations). The General Fund portion of this appropriation is $276,548,969.

As depicted on the next page, the *FY 2024 Mid-Year General Budget at a Glance*, shows that, as of December 31, 2023, General Fund revenues actuals are at 45.32% of the revised budget projection. Revenues received are less than 50% with half of the fiscal year elapsed, although the timing of the receipt of revenues varies through the course of the fiscal year. The year-end projected revenue is expected at $1.67 million less than the Adopted and Revised revenue.

General Fund expenses are at 55.54%, compared to the projected 50%, halfway through the fiscal year. Based on the mid-year trend, expenditures are projected to end over the revised budget by approximately $2.4 million. The FY 2024 mid-year projected ending shortfall is mostly due to increased personnel costs based upon approved labor agreements and public safety overtime offset by salary savings related to vacancies in other departments. However, the projections do not reflect all expenditures approved on January 16, 2024 by Council in the Amendment to the Annual Appropriation Ordinance (AAO#1).

FY 2024 Mid-Year General Budget at a Glance

$'s in Millions	Revenues	Expenditures
FY 2024 Adopted Budget	$266.42	($276.55)
FY 2024 Revised Budget	$266.42	($307.53)
FY 2024 Mid-Year Actuals	$120.73	($170.81)
Percentage of Revenue Received/ Expended and Encumbered compared to Revised Budget	45.32%	55.54%
FY 2024 Year-End Projected	$264.75	($309.96)
Variance between Revised and Projected	($1.67)	($2.43)

FY 2024 Mid-Year Summary

General Fund Revenues

General Fund Revenue and Transfer In FY 2024 Mid-Year vs FY 2023 Mid-Year Comparison, on the next page, shows FY 2024 General Fund Revenues through the first six months of the current fiscal year and compares the year-to-date revenues received to the first six months of FY 2023. General Fund revenue and transfers decreased $7,143,655 or 5.59%, from $127,875,604 in the first half of FY 2023, to $120,731,949 for the same period in FY 2024.

Notable declines during the first half of FY 2024 were the following:

1. Property Transfer Taxes	$ 6,619,374
2. Measure P Property Transfer Taxes	5,523,564
3. Transfers In	2,411,463
4. Sales Taxes	382,339

As staff indicated in the FY 2023 General Fund Revenue report to Council, the City General Fund has, for the near term, lost at least two of its three primary drivers of annual growth (Property Transfer Taxes and Measure P Property Transfer Taxes). These drivers of annual growth are experiencing negative growth that will eventually lower growth for Secured Property Taxes as they have continued to decline sharply in the first half of FY 2024. As a result, the General Fund revenue and transfers projection for FY 2024 has been reduced by $1,672,971 or .6% from $266,418,342 to $264,745,371.

The City's Sales Tax Consultant has noted softening in sales activity in several sales tax categories since the Adopted Budget was passed, resulting in a reduction in the Sales Tax revenue projection of $1,278,425, from $19,654,225 to $18,375,800. The decline in Transfers In was due to a decline of $4,507,934 in transfers from the American Rescue Plan Fund.

Three notable increases during the first half of FY 2024 were Unsecured Property Taxes (+$729,509), Ambulance Fees (+$1,335,904) and Interest Income (+$2,580,861), which resulted in increases in the revenue projections for those revenue categories. Excluding Transfers, General Fund revenue decreased $4,327,473 or 3.55%, from $121,916,745 in the first half of FY 2023, to $116,589,272 in the first half of FY 2024.

General Fund Revenue and Transfer In FY 2024 Mid-Year vs FY 2023 Mid-Year Comparison

	FY 2024				FY 2023				Comparision FY24 vs FY23	
Revenue Categories	**Adopted**	**Actual**	**Variance**	**% Received**	**Adopted**	**Actual**	**Variance**	**% Received**	**Amount**	**%**
Secured Property	$84,725,717	$42,904,620	($41,821,097)	50.64%	$75,664,920	$40,237,811	($35,427,109)	53.18%	2,666,809	6.63%
Redemptions -Regular	831,441	524,404	(307,037)	63.07%	831,441	461,026	-370,415	55.45%	63,378	13.75%
Supplemental Taxes	3,400,000	1,197,265	(2,202,735)	35.21%	2,000,000	1,229,929	-770,071	61.50%	(32,664)	-2.66%
Unsecured Property Taxes	3,806,995	3,881,280	74,285	101.95%	3,516,000	3,151,771	-364,229	89.64%	729,509	23.15%
Property Transfer Tax	22,873,786	10,056,934	(12,816,852)	43.97%	34,462,172	16,676,308	-17,785,864	48.39%	(6,619,374)	-39.69%
Property Transfer Tax-Measure P (New December 21, 2018)	10,189,500	2,840,259	(7,349,241)	27.87%	14,073,750	8,363,823	-5,709,927	59.43%	(5,523,564)	-66.04%
Sales Taxes	19,654,225	9,305,556	(10,348,669)	47.35%	19,016,546	9,687,895	-9,328,651	50.94%	(382,339)	-3.95%
Soda Taxes	1,147,387	581,705	(565,682)	50.70%	990,210	642,874	-347,336	64.92%	(61,169)	-9.51%
Utility Users Taxes	17,454,320	7,801,328	(9,652,992)	44.70%	13,800,000	7,638,612	-6,161,388	55.35%	162,716	2.13%
Transient Occupancy Taxes	8,374,588	4,393,772	(3,980,816)	52.47%	5,000,000	4,785,735	-214,265	95.71%	(391,963)	-8.19%
Less: TOT rebates owed (3)		(546,224)				(498,566)			(47,658)	9.56%
Short-term Rentals	1,400,000	687,271	(712,729)	49.09%	1,000,000	712,661	-287,339	1,000,000	(25,390)	-3.56%
Business License Tax	21,560,783	1,592,902	(19,967,881)	7.39%	19,000,000	1,010,143	-17,989,857	5.32%	582,759	57.69%
Recreational Cannabis	1,000,000	76,512	(923,488)	7.65%	1,400,000	237,669	-1,162,331	16.98%	(161,157)	-67.81%
U1 Revenues	5,900,000	181,607	(5,718,393)	3.08%	4,900,000	113,893	-4,786,107	2.32%	67,714	59.45%
Other Taxes (excluding Redemptions-Regular)	2,593,129	1,899,156	(693,973)	73.24%	1,800,000	1,500,099	-299,901	83.34%	399,057	26.60%
Vehicle In-Lieu Taxes	17,811,134	8,937,911	(8,873,223)	50.18%	15,926,168	8,329,833	-7,596,335	52.30%	608,078	7.30%
Parking Fines-Regular Collections	5,800,000	3,253,087	(2,546,913)	56.09%	4,326,450	3,104,161	-1,222,289	71.75%	148,926	4.80%
Moving Violations	132,600	96,254	(36,346)	72.59%	132,600	71,415	-61,185	53.86%	24,839	34.78%
Ambulance Fees	5,350,779	3,815,272	(1,535,507)	71.30%	3,880,779	2,479,368	-1,401,411	63.89%	1,335,904	53.88%
Interest Income	8,826,211	6,619,791	(2,206,420)	75.00%	6,000,000	4,038,930	-1,961,070	67.32%	2,580,861	63.90%
Franchise Fees	1,720,056	307,634	(1,412,422)	17.89%	1,613,283	335,043	-1,278,240	20.77%	(27,409)	-8.18%
Other Revenue	7,668,797	3,018,612	(4,650,185)	39.36%	6,729,977	3,902,132	-2,827,845	57.98%	(883,520)	-22.64%
IDC Reimbursement	6,104,970	3,259,079	(2,845,891)	53.38%	5,490,000	3,205,614	-2,284,386	58.39%	53,465	1.67%
Transfers	8,091,924	4,045,962	(4,045,962)	50.00%	17,096,148	6,457,425	-10,638,723	37.77%	(2,411,463)	-37.34%
Total Revenue:	**$266,418,342**	**$120,731,949**	**-$145,686,393**	**45.32%**	**$258,650,444**	**$127,875,604**	**-$130,774,840**	**49.44%**	**($7,143,655)**	**-5.59%**

Notes: This statement is presented on a budgetary basis (i.e., cash).

Before getting into the FY 2024 General Fund revenue details, staff also want to point out that the City's General Fund revenue challenges have not ended now that the Feds have apparently stopped raising short-term rates, for the following reasons:

1.The Fed's monetary tightening includes a program to sell $95 billion/month (or $1.14 trillion per year) of Agency and Mortgage-Backed securities from its Balance Sheet, which increases the supply of these securities and puts additional upward pressure on long-term rates, including mortgage rates. Prior to the monetary policy change, as the Feds was the major purchaser of these long-term securities;

2. The proposed $1.8 trillion federal budget deficit for the upcoming fiscal year will require the issuance of an additional $1.8 trillion in Treasury Bonds to fund the deficit; and,

3. The Personal Consumption Expenditures (PCE) index (the Fed's favored inflation index) has declined from almost 9% during the pandemic to 2.93% in December 2023, close to the Fed's 2.0% target.

Despite that, the Feds is reluctant to lower short-term interest rates as soon as the market expected. The Fed Chairman indicated at the January 31, 2024 meeting that it will not start lowering interest rates until it is certain that inflation is on a sustainable path to the Fed's 2% goal.

The additional huge supply of bonds from these macroeconomic factors will probably overwhelm demand for long-term bonds and continue to put pressure on long-term interest rates, including mortgage rates. In addition to reducing consumer spending and slowing down the economy, it will keep mortgage rates high.

FY 2024 FIRST HALF GENERAL FUND REVENUE DETAILS

Supplemental Taxes (-$32,664 less than FY 2023 Actual)

During the first half of FY 2024, Supplemental Taxes totaled $1,197,265, which was $32,664 or 2.7% less than the $1,229,929 received for the same period in FY 2023

Secured Property Tax (+$2,666,809 more than FY 2023 Actual)

During the first half of FY 2024, Secured Property Tax revenues totaled $42,904,620, which was $2,666,809 or 6.63% more than the $40,237,811 received for the same period in FY 2023.
This result was consistent with the County's Certification of Assessed Valuation (received from the County in August 2023), which reflects growth of 7.256%. However, the FY 2024 Adopted Budget assumed a 6.895% increase for FY 2024, so actual Secured Property Taxes are expected to be $286,128 or .361% more than the Adopted Budget amount of $84,725,717. The Secured Property Tax Revenue projection is being increased from $84,725,717 to $85,011,845.

Unsecured Property Tax (+$729,509 more than FY 2023 Actual)

During the first half of FY 2024, Unsecured Property Tax revenues totaled $3,881,280, which was $729,509 or 23.2% more than the amount of $3,151,771 received for the same period in FY 2023. This amount is greater than the County's Certification of Assessed Valuation growth of 9.1% for FY 2024. The Unsecured Property Tax Revenue projection is being increased from $3,806,995 to $3,881,280.

Property Transfer Tax (-$6,619,374 less than FY 2023 Actual)

During the first half of FY 2024, Property Transfer Tax totaled $10,056,934, which was $6,619,374 or 39.7% less than the $16,676,308 received for the same period in FY 2023.

The primary reasons for the $6,619,374 decrease in Property Transfer Tax were the following:

(1) The dollar value of property sales decreased by $487.2 billion or 42.2%, from $1.154.7 billion in the first half of FY 2023 to $667.5 million during the same period of FY 2024, as illustrated in Table 1 below.

(2) There were ten property sales of $10 million or more, with total sales of $411 million in the first half of FY 2023 compared to 4 property sales of $10 million or more, with total sales of $74.9 million in the first half of FY 2024; and,

(3) The number of property sales transactions decreased by 126 or 23.7% from 532 in the first half of FY 2023 to 406 during the same period of FY 2024, as illustrated in the Table 3 below.

This decline in real estate activity is generally attributed to high and increasing mortgage rates and a slowing economy resulting from the Federal Reserve Board's aggressive attempt to reduce the money supply and slowing down the US economy in order to reduce inflation, by sharply raising interest rates and selling $95 billion/month of Agency and Mortgage-Backed securities from its Balance Sheet. The Property Transfer Tax Revenue projection is being decreased from $22,873,786 to $16,873,786.

Property Sales In Million $

	July	Aug	Sept	Oct	Nov	Dec	Total
FY 2024	$129.2	$152.5	$99.9	$95.7	$95.8	$94.4	$667.5
FY 2023	188.9	320.0	134.6	113.9	254.9	142.4	1,154.7
Change	-59.7	-167.5	-34.7	-18.2	159.1	-48.0	-487.2
% Change	-31.6%	-52.3%	-25.8%	-16.0%	-62.4%	-33.7%	-42.2%

Number of Property Sales Transactions

	July	Aug	Sept	Oct	Nov	Dec	Total
FY 2024	79	73	64	61	67	62	406
FY 2023	113	101	108	79	74	57	532
Change	-34	-28	-44	-18	-7	5	-126
% Change	-.30.1%	-27.7%	40.7%	-22.8%	-9.5%	8.8%	**-23.7%**

Measure P-Property Transfer Tax (-$5,523,564 less than FY 2023 Actual)

Measure P taxes totaling $2,840,259 was collected during the first half of FY 2024, which was $5,523,564 or 66.0% less than the $8,363,823 collected during the same period of FY 2023. This decrease resulted primarily from the following: (1) A decrease of 61.0% in the dollar value of property sales amount in the first half of FY 2024 versus those in the first half of FY 2023 as reflected in Table 3; (2) The number of property sales transactions decreased by 131 or 60.9% during the first half of FY 2024, as illustrated in the table below; and,(3) There were only four property sales of $10 million or more totaling $75 million during this six-month period in FY 2024, compared to 9 transactions with total property sales of $401 million for the same period in FY 2023. The Measure P1 Property Transfer Tax Revenue projection is being decreased from $10,189,500 to $6,500,000.

Property Sales $1.5 million+ In Million $

	July	Aug	Sept	Oct	Nov	Dec	Total
FY 2024	$62.8	$87.2	$48.5	$51.9	$33.6	$42.5	$326.5
FY 2023	114.4	271.1	84.1	63.3	203.7	99.8	836.4
Change	- 51.6	-183.9	-35.6	-11.4	-170.1	-57.3	-509.9
% Change	-45.1%	-67.8%	-42.3%	-18.0%	-83.5%	-57.4%	-61.0%

Property Transactions $1.5 Million and Above

	July	Aug	Sept	Oct	Nov	Dec	Total
FY 2024	18	17	12	15	12	10	84
FY 2023	52	41	48	31	24	19	215
Change	-34	-24	-36	-16	-12	-9	-131
% Change	-65.4%	-58.5%	-75.0%	-51.6%	-50.0%	-47.4%	-60.9%

Sales Tax (-$382,339 less than FY 2023 Actual)

For the first half of FY 2024, Sales Tax revenue totaled $9,305,556, which was $382,339 or 3.95% less than the $9,687,895 received for the same period in FY 2023. The City's Sales Tax Consultant has noticed a significant softening of sales in several categories since the Adopted Budget was passed and has revised revenue projections in the following categories:

Category	Adopted Budget Amount	Revised Projection	Difference
General Retail	$ 4,514,430	$ 4,037,541	($ 476,889)
Food Products	5,584,993	5,332,044	(252,949)
Transportation	3,060,135	2,566,985	(493,150)
Construction	1,697,060	1,430,481	(266,579)
Business to Business	1,692,394	1,729,113	36,719
Miscellaneous	211,692	563,185	351,493
County Pool	4,091,330	3,437,856	(653,474)
State Pool	9,402	8,989	(413)
County Sharing	(1,043,072)	(955,310)	87,762
CDTFA Administration	(164,139)	(137,311)	26,828
Total	$19,654,225	$ 18,013,573	($1,640,652)

As a result, the FY 2024 Sales Tax Revenue projection is being decreased from $19,654,225 to $18,375,800.

Utility Users Taxes (+$162,716 more than FY 2023 Actual)

Utility Users Tax revenue for the first half of FY 2024 totaled $7,801,328, which was $162,716 or 2.13% more than the $7,638,612 received for FY 2023. This increase of $162,716 resulted from increases/decreases in the following categories:

FY 2024 Actual Revenues Compared to FY 2023 Actual Revenues				
	FY2024	FY 2023	$ Change	% Change
Telephone	$ 515,199	$ 545,243	$ -30,044	-5.96%
Cable	475,793	503,785	- 27,992	-5.56%
Cellular	881,338	898,459	-17,121	-1.91%
Electric	4,792,052	4,346,334	445,718	10.26%
Gas	1,136,946	1,344,791	-207,845	-15.46%
Total	$7,801,328	$7,638,612	$162,716	2.13%

PG&E received an 8% increase in electricity rates in January 2022, another increase of 8.9% in March 2023, and another ranging between 1%-4.1% effective September 1, 2023. The UUT Revenue projection is being increased from $17,454,320 to $17,700,000.

Transient Occupancy Tax (-$391,963 less than FY 2023 Actual)

The total gross Transient Occupancy Tax (TOT) revenue reported for the first half of FY 2024 totaled $4,393,772 (before deducting $546,224 in TOT rebates owed), which was $391,963 or 8.2% less than the $4,785,735 (before deducting $498,566 in TOT rebates owed) received for the same period in 2023. The decline reported was $439,621 or 10.3% after deducting the TOT rebates owed for the respective period.

However, four hotels with a total of $293,467 in TOT and $92,312 in TOT rebates owed were not reported in the period ending December 31, 2023. After considering these transactions, gross TOT revenue in the first half of FY 2024 declined $98,496 or 2.1% and net TOT (after deducting TOT rebates owed) declined $238,466 or 5.6%.

The revised decrease in the first half of FY 2024 was primarily attributable to a gross decrease of 3.7% and a net decrease of .2% at the six largest hotels in Berkeley.

Short-Term Rentals *(-$25,390 less than FY 2023 Actual)*

Short-Term Rentals revenue for the first half of FY 2024 totaled $687,271, which was $25,390 or 3.6% less than the $712,661 received for the same period in FY 2023.

Business License Taxes (+$582,759 more than FY 2023 Actual)

Business license Taxes (BLT) revenue for the first half of FY 2024 totaled $1,592,902, which was $582,759 or 57.7% more than the $1,010,143 received for the same period in FY 2023.

It is too soon to determine if this increase is due to growth or due to the timing of the processing of the Business License Tax receipts, as these taxes are not delinquent until March 1st.

U1 Revenues (+$67*,714 more than FY 2023 Actual)*

U1 revenues for the first half of FY 2024 totaled $181,607, which was $67,714 or 59.5% more than the $113,893 received for the same period in FY 2023.

It is too soon to determine if this increase is due to growth or due to the timing of the processing of the U1 receipts, as these taxes are not delinquent until March 1st.

Vehicle In Lieu Taxes (+$608,078 more than FY 2023 Actual)

Vehicle in Lieu Taxes (VLF) for the first half of FY 2024 totaled $8,937,911, which was $608,078 or 7.30% more than the $8,329,833 received for the same period in FY 2023. This result was consistent with the County's Certification of Assessed Valuation (received in August 2022), which reflects growth of 7.256%. Changes in VLF revenues are based on the growth in assessed values. However, the Adopted Budget reflects growth of 6.912%, so actual Vehicle In Lieu Taxes are expected to be $57,356 or .3443% more than the Adopted Budget amount of $17,811,134. The FY 2024 Vehicle In Lieu Tax projection is being increased from $17,811,134 to $17,868,490.

Other Taxes (+$399,057 more than FY 2023 Actual)

Other Taxes (excluding Redemptions-Regular) for the first half of FY 2024 totaled $1,899,156 which was $399,047 or 26.6% more than the $1,500,099 received for the same period in FY 2023. The primary reason for the increase was (1) an increase of $199,570 in Parking Lot Taxes; (2) a decline of $191,035 in BLT penalties; (3) a decline of $97,637 in BLT interest; and, (4) $406,213 in Transportation Network Company User Tax (i.e., a tax on ride sharing companies enacted during the height of the COVID-19 pandemic) was recorded as Other Revenue, instead of Other Taxes in FY 2023. After including Transportation Network Company User Taxes as Other Taxes, instead of Other Income, the FY 2024 Other Taxes projection is being increased from $2,593,129 to $4,621,618.

Parking Fines (+$148,926 more than FY 2023 Actual)

Parking Fines revenue for the first half of FY 2024 totaled $3,253,087, which was $148,926 or 4.8% more than the $3,104,161 received for the same period in FY 2023. The primary reason for the increase was the continued increase in ticket writing. For the first half of FY 2024, ticket writing increased by 4,986 or 7.06% from 70,592 in the first half of FY 2023 to 75,578 in the same period in FY 2024, as follows:

	July	Aug	Sept	Oct	Nov	Dec	Total
FY 2024	12,318	13,865	12,931	12,819	12,213	11,432	75,578
FY 2023	10,881	11,414	12,984	12,419	12,369	10,525	70,592
Difference	1,437	2,451	-53	400	-156	907	4,986
% Difference	13.2%	21.5%	-.4%	12.6%	-1.26%	8.62%	7.06%

Ambulance Fees *(+$1,335,904 more than FY 2023 Actual)*

Ambulance Fees revenue for the first half of FY 2024 totaled $3,815,272, which was $1,335,904 or 53.9% more than the $3,833,730 received for the same period in FY 2023. This increase was primarily due to (1) an increase in the number of transports, which increased by 205 or 7% in the first half of FY 2024, from 2,941 to 3,146; and (2) the Public Provider Ground Emergency Medical Transportation (PPGEMT) program replacing the Quality Assurance Fee Program (QAF); The MEDI-CAL and MCAL HMO reimbursement rate increased to $1,062 under the PPGEMT Program from $339 under the QAF Program. As a result, the FY 2024 Ambulance Fee revenue projection is being increased from $5,350,779 to $6,944,117 in FY 2024.

Interest Income (+$2,580,861 more than FY 2023 Actual)

For the first half of FY 2024, Interest Income totaled $6,619,791, which was $2,580,861 or 63.9% more than the total of $4,038,930 received for the same period in FY 2023.This increase was primarily attributable to a significant increase in average interest rates earned after the Federal Reserve reversed course and started raising interest rates on March 17, 2022. Primarily as a result of the Fed's actions, the net interest rate earned by the City increased from a range of 1.837%-2.616% during the first half of FY 2023, to a range of 2.84%-3.10% during the first half of FY 2024, as follows:

Monthly Net Interest Rate Earned						
	July	Aug	Sept	Oct	Nov	Dec
FY 2024	3.10%	3.02%	2.95%	2.95%	2.88%	2.84%
FY 2023	1.837%	2.025%	1.972%	2.258%	2.390%	2.616%

The FY 2024 Interest Income projection is being increased from $8,826,211 to $12,615,354.

Indirect Cost Reimbursements (+$53,465 more than FY 2023 Actual)

Indirect Cost Reimbursements (IDC) for the first half of FY 2024 totaled $3,259,079, which was $53,465 or 1.67% more than the $3,205,614 received for the same period in FY 2023. This increase was primarily accounted for by an increase in the indirect cost allocation base (total direct salaries and wages) from $14,360,779 in the first half of FY 2023 to $14,846,041 in FY 2024. The FY 2024 IDC revenue projection is being increased from $6,104,970 to $6,800,000.

Transfers (-$2,411,463 less than FY 2023 Actual)

Transfers from other funds for the first half of FY 2024 totaled $4,045,962 which was $2,411,463 or 37.3% less than the $6,457,425 received for the same period in FY 2023. This was primarily attributable to the Transfer of $1,627,872 from the American Rescue Plan Fund to recover from the impact of the COVID-19 pandemic in FY 2024, compared to the Transfer of $6,135,806 from the American Rescue Plan Fund for the same period in FY 2023.

Other Revenues (-$883,520 less than FY 2023 Actual)

Other Revenues primarily consists of licenses and permits; grants; preferential parking fees; general government charges for services; public safety charges for services; health charges for services; culture and recreation charges for services; rents and royalties; and other miscellaneous revenues that are not considered major.

Other Revenues for the first half of FY 2024 totaled $3,018,612 which was $883,520 or 22.6% less than the $3,902,132 received for the same period in FY 2023. This decrease of $883,520 was primarily attributable to (1) the inclusion of $406,213 in TNC User Taxes to Other Income, rather than Other Taxes in the first half of FY 2023; and (2) A premium of $687,680 on the issuance of the Tax and Revenue Anticipation Notes (TRAN) in FY 2023 versus $457,283 in FY 2024. The premium paid to the City was not actually revenue; it was a liability that was paid by the purchaser of the City's Notes when the coupon interest rate was higher than the market rate when the Notes were issued. It will be used to offset the interest expense paid by the City on the Notes.

The FY 2023 total for Other Revenue was $9,043,937, while the Adopted Budget total was $7,668,797. The FY 2024 Other Revenue projection is being increased from $7,668,797 to $8,468,797.

Based on the FY 2024 Mid-Year, the revised projection for the FY 2024 General Fund Revenues are $264.75 million.

General Fund Expenditures

On June 27, 2023 the City Council adopted the FY 2024 Budget, which authorized General Fund expenditures in FY 2024 of $276.55 million. Subsequently, on December 12, 2023, the City Council approved General Fund recommended encumbered rollovers, unencumbered carryovers, and adjustments totaling $50.04 million in the Amendment to the FY 2024 Annual Appropriations Ordinance (AAO#1) as shown in the table below:

FY 2024 General Fund Revised Budget

FY 2024 Adopted Budget	Encumbered Recommended	Unencumbered Recommended	Other Adjustments	FY 2024 Revised Budget
$ 276,548,969	$ 16,752,951	$ 12,523,938	$ 20,763,498	$ 326,589,356

*FY 24 Revised Budget at mid-year totaled $307.5 million. With AAO#1 amendment approved in January 2024, revised budget increases to $326.6 million.

The encumbered rollovers of $16.75 million reflect contractual obligations entered in FY 2023, which had not been paid as of June 30, 2023. Unencumbered carryovers of $12.52 million are approved by Council for specific purposes that had not been completed by the end of FY 2023. Funding for these commitments is brought forward into the current fiscal year to provide for payment of these obligations. Adjustments are new allocations for projects and Council priorities as detailed in the AAO. Included in the other adjustments of $20.76 million are Council authorized allocations approved through the adoption of the Amendment to the AAO on December 12, 2023 (first reading) and January 16, 2024 (second reading).

General Fund expenditures incurred by department as of December 31, 2023 are shown in the following chart along with projections regarding the expenditures likely to be incurred through June 30, 2024. The two projected savings/deficit columns in the chart below are an estimate of whether the department will be under or over the revised budget and their respective appropriation limit based upon the first six months of the year. Not all of the adopted AAO#1 funding is reflected in the FY 2024 Revised Budget as of December 31, 2023.

The General Fund expenditure is projected to be over original revised budget of $3.08 million by $2.43 million at the end of FY 2024 (Revised Budget minus Projected Expenses). The planned expenditures reflect increased personnel costs based upon approved labor agreements, and public safety overtime offset by salary savings related to vacancies in other departments and adjustments approved by Council on January 16, 2024 in the Amendment to the Annual Appropriation Ordinance (AAO#1). Projected expenditures will also fluctuate as departments (1) fill vacant positions; (2) increase overtime spending to provide critical public safety services; (3) spend more on consultants and other professional services (“non-personnel costs”) to mitigate vacant staff positions and/or respond to unanticipated events and (4) implementation of projects.

FY 2024 Mid-Year General Fund Expenditures (as of December 21, 2023)

DEPARTMENT	FY 2024 ADOPTED BUDGET	FY 2024 REVISED BUDGET*	YEAR TO DATE EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PERSONNEL PERCENTAGE USED	NON-PERSONNEL PERCENTAGE USED	TOTAL PERCENTAGE USED	FY 2024 PROJECTED EXPENDITURES	FY 2024 PROJECTED ENDING BALANCE/(DEFICIT)
MAYOR AND COUNCIL	4,772,190	4,849,542	1,923,297	62,410	2,863,835	40.5%	44.7%	40.9%	4,849,542	-
CITY AUDITOR	3,136,323	3,221,934	1,391,210	102,047	1,728,678	43.9%	63.1%	46.3%	3,089,758	132,177
RENT STABILIZATION BOARD	550,000	651,588	302,231	349,356	1	0.0%	100.0%	100.0%	651,588	-
POLICE ACCOUNTABILITY	1,142,593	1,310,290	515,732	159,357	635,201	34.4%	77.3%	51.5%	1,597,102	(286,812)
CITY MANAGER'S OFFICE	13,150,234	16,294,107	7,458,276	2,303,030	6,532,801	45.4%	81.4%	59.9%	15,758,044	536,063
CITY ATTORNEY	4,304,039	5,003,419	2,038,057	395,637	2,569,725	39.6%	77.3%	48.6%	5,273,499	(270,080)
CITY CLERK	2,547,276	2,759,548	972,288	325,627	1,461,633	48.0%	45.7%	47.0%	2,886,744	(127,196)
FINANCE	8,179,370	9,110,602	3,281,701	1,063,527	4,765,374	39.6%	71.4%	47.7%	8,047,068	1,063,534
HUMAN RESOURCES	3,467,541	4,127,222	1,728,648	142,944	2,255,629	45.6%	44.8%	45.3%	4,125,275	1,947
INFORMATION TECHNOLOGY	1,526,760	2,233,165	891,132	308,646	1,033,388	0.0%	53.7%	53.7%	1,702,432	530,733
HEALTH, HSG & COMMUNITY SVC	31,429,102	47,457,711	16,578,721	9,486,685	21,392,304	40.7%	60.9%	54.9%	45,656,435	1,801,276
PARKS, RECREATION & WATERFRONT	9,359,349	11,766,832	5,828,846	997,780	4,940,206	49.7%	66.8%	58.0%	16,256,832	(4,490,000)
PLANNING & DEVELOPMENT	3,277,246	6,494,510	1,469,787	171,732	4,852,991	43.4%	12.2%	25.3%	6,132,221	362,289
PUBLIC WORKS	6,558,529	12,160,727	3,144,927	1,972,562	7,043,238	30.8%	49.4%	42.1%	9,264,376	2,896,351
POLICE	83,606,570	81,617,830	41,085,284	1,081,010	39,451,536	49.5%	70.3%	51.7%	85,155,524	(3,537,694)
FIRE & EMERGENCY SERVICES	39,546,063	43,205,216	22,830,487	4,951,735	15,422,994	62.6%	67.8%	64.3%	49,455,394	(6,250,178)
NON DEPARTMENTAL	59,995,782	55,262,131	35,120,397	378,568	19,763,166	1564.8%	64.1%	64.2%	50,055,826	5,206,305
GRAND TOTAL	**276,548,969**	**307,526,375**	**146,561,021**	**24,252,653**	**136,712,701**	**49.1%**	**62.7%**	**55.5%**	**309,957,660**	**(2,431,285)**

**FY 2024 Revised does not reflect as of December 31, 2023 all Council approved allocations included in the FY 2024 AAO #1.*

Explanations for significant projected savings and overages are as follows:

- City Auditor's Office, $132,177: The projected balance is mostly due to salary savings by underfilled positions and a vacancy.
- Office of the Director of Police Accountability, (-$46,237): The projected deficit results from expenditure patterns driven by one-time investments in office infrastructure, which were funded as part of AAO1, but not reflected at this point in time.

- City Manager's Office, $536,063: Projected balance from vacancies during the first half of the fiscal year as well as timing-related delays in implementing new programs.
- City Attorney's Office, (-$270,080): Projected deficit is timing related as the report does not reflect Council approved increases in funding in the AAO#1. Based upon AAO#1, the department is projecting a positive balance due to not incremental filling of vacancies and the possible partial use of funding for outside legal counsel.
- City Clerk, (-$127,196): Projected deficit is due to unplanned special elections costs.
- Finance, $1,063,534: Projected balance due to vacancies and challenges in finding qualified candidates to fill specialized positions funded by the General Fund.
- Information Technology, $530,733: Projected balance is due to various projects that will not be completed in FY 2024.
- Health, Housing & Community Services, $1,801,276: Projected balance due to vacancies and challenges in hiring for specialized positions.
- Parks, Recreation, and Waterfront, (-$4,490,000): Projected deficit is timing-related as the report does not include Council approved AAO#1 funding. Once the additional funding is accounted for, the department is expecting to be on budget. The projection includes projections for predictability pay, $4.05M of General Fund FY 2024 contribution to the Workers Compensation Fund redirected to fill the T1 funding gap, $300,000 for Dreamland design and $140,000 for the Miyawaki Forest.
- Planning, $362,289: Projected balance is primarily comprised of $284,000 in salary savings due to vacancies.
- Public Works, $2,896,351: Projected savings is primarily due to Facilities and Transportation projects that are expected to not be completed by FY 2024.
- Police, (-$3,537,694): Projected deficit based on mid-year numbers do not reflect the Council approved funding in AAO#1 of $4.3 million for the Berkeley Police Association Memorandum of Understanding (MOU). Once adjusted, the projected year-end is positive due to savings from vacant positions. It also consists of cost overruns related to Police fleet replacement fund contributions and fuel and maintenance costs.
- Fire, (-$6,250.178): Projected deficit of $6.25 million compared to the FY 2024 revised budget as of mid-year. This is expected to decrease once the $1.89 million of approved AAO#1 funding for the Berkeley Fire Fighters Association's new MOU is entered into the financial system. However, the Fire department is still expected to end the fiscal year with a deficit due to challenges in staffing and increases in overtime cost and fringe benefits.
- Non-Departmental, $5,206,305: Projected balance due to timing of implementation of various projects and programs.
- In addition, the Rent Board and Human Resources, are expected to finish the year either on budget or very slightly under budget.

Projected General Fund Budget Summary

The FY 2024 Adopted Budget anticipated the use of $10.13 million in fund balance to support increased expenditures that exceeded revenue projections, recognizing that revenues had not fully returned to pre-pandemic levels, the use of one-time federal funds from the American Rescue Plan Act would be exhausted, and that Measure P fund balance within the General Fund would be required to fund related programs and one-time expenditures such as the reservation for Project Homekey. Based on the projected decrease in General Fund revenue, and various assumptions related to non-personnel expenses incurred before June 30, 20024, the FY 2024 mid-year projection estimates an annual shortfall between $18.2-45.21 million, with the latter upward projection assuming all non-personnel expenditures authorized within the revised budget are fully spent by June 30, 2024. However, it is important to emphasize that the revenue and expenditure projections provided are the best estimates staff has at this time for how the General Fund is projected to close in FY 2024. Between now and the end of the fiscal year, a number of assumptions could change that will impact projections, including, but not limited to, changes in economic conditions that may impact revenue, status of vacant positions, any increased operational costs, as well as the likely underspending in non-personnel costs related to timing delays in implementing projects and programs that would significantly reduce the projected shortfall. The actual FY 2024 year-end status will be known sometime in late December 2024 after the completion of the financial audit. Any General Fund shortfall will be absorbed by existing fund balance and will impact recommendations regarding carryover and encumbrances requests in FY 2025.

All Funds Expenditures

The General Funds comprises about 32 percent of the total revised budget. The rest of the budget consists of various Special Funds. Special Funds are collected for a specific purpose; therefore, the projected balances are not considered to be discretionary and available to be re-allocated toward other programs, projects, and services. Included in the *FY 2024 Mid-Year All Funds Expenditures by Department* chart on the next page are both the General Fund and the Special Funds expenditures as of December 31, 2023. On an All Funds basis, the City is tracking on budget at 49.2 percent at mid-year and projected to close FY 2024 with a balance of $75.51 million using the revised budget as of December 31, 2023.

FY 2023 Mid-Year All Funds Expenditures (as of December 31, 2023)

DEPARTMENT	FY 2024 ADOPTED BUDGET	FY 2024 REVISED BUDGET* (as of 12/31/23)	FY 2024 EXPENDED (as of 12/31/23)	ENCUMBRANCES (as of 12/31/23)	AVAILABLE BUDGET (as of 12/31/23)	TOTAL PERCENTAGE USED	FY 2024 PROJECTED EXPENDITURES	FY 2024 PROJECTED ENDING BALANCE/(DEFICIT)
MAYOR AND COUNCIL	4,772,190	4,852,642	1,923,297	62,410	$2,866,935	40.9%	4,852,642	-
CITY AUDITOR	3,231,099	3,316,710	1,436,197	102,047	$1,778,466	46.4%	3,185,336	131,374
RENT STABILIZATION BOARD	8,056,460	8,878,430	3,321,869	1,177,159	$4,379,402	50.7%	8,878,430	-
POLICE ACCOUNTABILITY	1,142,593	1,310,290	515,732	159,357	$635,201	51.5%	1,597,102	(286,812)
CITY MANAGER'S OFFICE	16,889,184	24,460,343	10,369,281	3,308,613	$10,782,449	55.9%	23,849,537	610,806
BERKELEY PUBLIC LIBRARY	25,024,425	26,408,346	11,707,927	2,974,567	$11,725,852	55.6%	31,726,777	(5,318,431)
CITY ATTORNEY	8,106,984	9,855,499	3,859,904	848,178	$5,147,417	47.8%	10,253,763	(398,264)
CITY CLERK	3,159,486	3,371,758	1,137,760	325,627	$1,908,371	43.4%	3,257,393	114,365
FINANCE	10,607,143	11,608,386	4,108,986	1,214,803	$6,284,597	45.9%	10,240,391	1,367,995
HUMAN RESOURCES	5,442,688	6,133,364	2,524,897	168,619	$3,439,848	43.9%	6,098,578	34,786
INFORMATION TECHNOLOGY	22,237,720	29,316,274	7,944,446	3,165,053	$18,206,775	37.9%	25,820,790	3,495,484
HEALTH, HSG & COMMUNITY SVC	99,683,536	163,577,083	39,384,181	38,369,815	$85,823,087	47.5%	132,358,390	31,218,693
PARKS, RECREATION & WF	53,688,581	89,082,692	24,402,344	9,740,801	$54,939,546	38.3%	69,503,725	19,578,967
PLANNING & DEVELOPMENT	31,267,162	36,767,666	12,207,816	1,955,917	$22,603,933	38.5%	32,394,732	4,372,934
PUBLIC WORKS	188,326,163	292,296,250	71,665,023	67,247,968	$153,383,259	47.5%	267,668,149	24,628,101
POLICE	88,188,161	88,587,883	43,419,654	1,496,074	$43,672,155	50.7%	91,106,786	(2,518,903)
FIRE & EMERGENCY SERVICES	62,316,809	69,373,228	31,462,153	7,817,721	$30,093,354	56.6%	75,998,874	(6,625,646)
NON DEPARTMENTAL	101,173,999	100,604,624	65,445,388	520,846	$34,638,390	65.6%	95,504,624	5,100,000
GRAND TOTAL	**733,314,383**	**969,801,468**	**336,836,857**	**140,655,573**	**492,309,038**	**49.2%**	**894,296,021**	**75,505,447**

*FY 2024 Revised does not reflect as of December 31, 2023 all Council approved allocations included in the FY 2024 AAO #1.

- City Auditor, City Manager's Office, City Clerk, Finance, Human Resources, Information Technology, Health, Housing, & Community Services, Parks, Recreation & Waterfront, Planning, Public Works, and Non-Departmental are anticipated to finish FY 2024 with balances compared to the Mid-Year FY 2024 Revised budget. The underspending is related to salary savings due to vacancies, as well as projects and grants that are not expected to be finished by the end of the fiscal year.

- The Office of the Director of Police Accountability, City Attorney, and Police Department anticipates an ending shortfall from the FY 2024 Revised Budget. However, after accounting for all of the approved AAO#1 funding, anticipated shortfalls will be less or end with a balance.
- The Fire Department is expected to end FY 2024 with a deficit due to high vacancy rate causing an increase in overtime expenses and underfunded fringe benefit costs
- The Berkeley Public Library shows a projected deficit of over $5.0 million. This is mostly due to increasing 0.5 Part Time employees to 0.75 Part Time employees. The Library plans to reconcile this late third quarter in FY 2024 and going forward.

Next Steps:

Staff is continuously monitoring the FY 2024 General Fund budget to make sure the City stays within budget and is also reviewing and analyzing data to make sure that the City remains agile should additional operating and capital needs arise in the fiscal year. Final FY 2024 year-end General Fund revenues and expenditures information will be included in the “FY 2024 Year-End Report and FY 2025 First Quarter Update” that will be presented to Council in December 2024.

The City’s annual Mid-Year Budget Update is a Strategic Plan Priority, advancing our goal to provide an efficient and financially-healthy City government.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
Actions included in the budget will be developed and implemented in a manner that is consistent with the City’s environmental sustainability goals and requirements.

CONTACT PERSON
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Henry Oyekanmi, Finance Director, Department of Finance, 981-7300
Maricar Dupaya, Senior Management Analyst, City Manager’s Office, 981-7000

Attachments:
1. Table: General Fund Revenue and Transfer In FY 2024 Mid-Year vs FY 2023 Mid-Year Comparison
2. Table: FY 2024 Mid-Year General Fund Expenditures (as of December 31, 2023)
3. Table: FY 2024 Mid-Year All Funds Expenditures (as of December 31, 2023)

General Fund Revenue and Transfer Mid Year FY 2024 vs Mid Year FY 2023 Comparison **Attachment 1**

Revenue Categories	FY 2024				FY 2023				Comparision FY24 vs FY23	
	Adopted	Actual	Variance	% Received	Adopted	Actual	Variance	% Received	Amount	%
	(a)	(b)	c=(b) - (a)	(d) = (b)/(a)	(e)	(f)	g=(f) - (e)	(h) = (f)/(g)	(i) = (b) - (f)	(j) = (i)/(f)
Secured Property	$84,725,717	$42,904,620	($41,821,097)	50.64%	$75,664,920	$40,237,811	($35,427,109)	53.18%	2,666,809	6.63%
Redemptions -Regular	831,441	524,404	(307,037)	63.07%	831,441	461,026	-370,415	55.45%	63,378	13.75%
Supplemental Taxes	3,400,000	1,197,265	(2,202,735)	35.21%	2,000,000	1,229,929	-770,071	61.50%	(32,664)	-2.66%
Unsecured Property Taxes	3,806,995	3,881,280	74,285	101.95%	3,516,000	3,151,771	-364,229	89.64%	729,509	23.15%
Property Transfer Tax	22,873,786	10,056,934	(12,816,852)	43.97%	34,462,172	16,676,308	-17,785,864	48.39%	(6,619,374)	-39.69%
Property Transfer Tax-Measure P (New December 21, 2018)	10,189,500	2,840,259	(7,349,241)	27.87%	14,073,750	8,363,823	-5,709,927	59.43%	(5,523,564)	-66.04%
Sales Taxes	19,654,225	9,305,556	(10,348,669)	47.35%	19,016,546	9,687,895	-9,328,651	50.94%	(382,339)	-3.95%
Soda Taxes	1,147,387	581,705	(565,682)	50.70%	990,210	642,874	-347,336	64.92%	(61,169)	-9.51%
Utility Users Taxes	17,454,320	7,801,328	(9,652,992)	44.70%	13,800,000	7,638,612	-6,161,388	55.35%	162,716	2.13%
Transient Occupancy Taxes	8,374,588	4,393,772	(3,980,816)	52.47%	5,000,000	4,785,735	-214,265	95.71%	(391,963)	-8.19%
Less: TOT rebates owed (3)		(546,224)				(498,566)			(47,658)	9.56%
Short-term Rentals	1,400,000	687,271	(712,729)	49.09%	1,000,000	712,661	-287,339	1,000,000	(25,390)	-3.56%
Business License Tax	21,560,783	1,592,902	(19,967,881)	7.39%	19,000,000	1,010,143	-17,989,857	5.32%	582,759	57.69%
Recreational Cannabis	1,000,000	76,512	(923,488)	7.65%	1,400,000	237,669	-1,162,331	16.98%	(161,157)	-67.81%
U1 Revenues	5,900,000	181,607	(5,718,393)	3.08%	4,900,000	113,893	-4,786,107	2.32%	67,714	59.45%
Other Taxes (excluding Redemptions-Regular)	2,593,129	1,899,156	(693,973)	73.24%	1,800,000	1,500,099	-299,901	83.34%	399,057	26.60%
Vehicle In-Lieu Taxes	17,811,134	8,937,911	(8,873,223)	50.18%	15,926,168	8,329,833	-7,596,335	52.30%	608,078	7.30%
Parking Fines-Regular Collections	5,800,000	3,253,087	(2,546,913)	56.09%	4,326,450	3,104,161	-1,222,289	71.75%	148,926	4.80%
Moving Violations	132,600	96,254	(36,346)	72.59%	132,600	71,415	-61,185	53.86%	24,839	34.78%
Ambulance Fees	5,350,779	3,815,272	(1,535,507)	71.30%	3,880,779	2,479,368	-1,401,411	63.89%	1,335,904	53.88%
Interest Income	8,826,211	6,619,791	(2,206,420)	75.00%	6,000,000	4,038,930	-1,961,070	67.32%	2,580,861	63.90%
Franchise Fees	1,720,056	307,634	(1,412,422)	17.89%	1,613,283	335,043	-1,278,240	20.77%	(27,409)	-8.18%
Other Revenue	7,668,797	3,018,612	(4,650,185)	39.36%	6,729,977	3,902,132	-2,827,845	57.98%	(883,520)	-22.64%
IDC Reimbursement	6,104,970	3,259,079	(2,845,891)	53.38%	5,490,000	3,205,614	-2,284,386	58.39%	53,465	1.67%
Transfers	8,091,924	4,045,962	(4,045,962)	50.00%	17,096,148	6,457,425	-10,638,723	37.77%	(2,411,463)	-37.34%
			-				0		-	
Total Revenue:	**$266,418,342**	**$120,731,949**	**-$145,686,393**	**45.32%**	**$258,650,444**	**$127,875,604**	**-$130,774,840**	**49.44%**	**($7,143,655)**	**-5.59%**

Notes: (1) This statement is presented on a budgetary basis (i.e., cash).

(2) Current vendor no longer breaks out Regular and Booting Parking Fines Collections

(3) Includes the amount of TOT rebates owed for the period

(4) Total Other Taxes includes Redemptions-Regular

FY 2024 MID-YEAR GENERAL FUND EXPENDITURES (AS OF DECEMBER 31, 2023)										Attachment 2
DEPARTMENT	FY 2024 ADOPTED BUDGET	FY 2024 REVISED BUDGET*	YEAR TO DATE EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PERSONNEL PERCENTAGE USED	NON-PERSONNEL PERCENTAGE USED	TOTAL PERCENTAGE USED	FY 2024 PROJECTED EXPENDITURES	FY 2024 PROJECTED ENDING BALANCE/(DEFICIT)
MAYOR AND COUNCIL	4,772,190	4,849,542	1,923,297	62,410	2,863,835	40.5%	44.7%	40.9%	4,849,542	-
CITY AUDITOR	3,136,323	3,221,934	1,391,210	102,047	1,728,678	43.9%	63.1%	46.3%	3,089,758	132,177
RENT STABILIZATION BOARD	550,000	651,588	302,231	349,356	1	0.0%	100.0%	100.0%	651,588	-
POLICE ACCOUNTABILITY	1,142,593	1,310,290	515,732	159,357	635,201	34.4%	77.3%	51.5%	1,597,102	(286,812)
CITY MANAGER'S OFFICE	13,150,234	16,294,107	7,458,276	2,303,030	6,532,801	45.4%	81.4%	59.9%	15,758,044	536,063
CITY ATTORNEY	4,304,039	5,003,419	2,038,057	395,637	2,569,725	39.6%	77.3%	48.6%	5,273,499	(270,080)
CITY CLERK	2,547,276	2,759,548	972,288	325,627	1,461,633	48.0%	45.7%	47.0%	2,886,744	(127,196)
FINANCE	8,179,370	9,110,602	3,281,701	1,063,527	4,765,374	39.6%	71.4%	47.7%	8,047,068	1,063,534
HUMAN RESOURCES	3,467,541	4,127,222	1,728,648	142,944	2,255,629	45.6%	44.8%	45.3%	4,125,275	1,947
INFORMATION TECHNOLOGY	1,526,760	2,233,165	891,132	308,646	1,033,388	0.0%	53.7%	53.7%	1,702,432	530,733
HEALTH, HSG & COMMUNITY SVC	31,429,102	47,457,711	16,578,721	9,486,685	21,392,304	40.7%	60.9%	54.9%	45,656,435	1,801,276
PARKS, RECREATION & WATERFRONT	9,359,349	11,766,832	5,828,846	997,780	4,940,206	49.7%	66.8%	58.0%	16,256,832	(4,490,000)
PLANNING & DEVELOPMENT	3,277,246	6,494,510	1,469,787	171,732	4,852,991	43.4%	12.2%	25.3%	6,132,221	362,289
PUBLIC WORKS	6,558,529	12,160,727	3,144,927	1,972,562	7,043,238	30.8%	49.4%	42.1%	9,264,376	2,896,351
POLICE	83,606,570	81,617,830	41,085,284	1,081,010	39,451,536	49.5%	70.3%	51.7%	85,155,524	(3,537,694)
FIRE & EMERGENCY SERVICES	39,546,063	43,205,216	22,830,487	4,951,735	15,422,994	62.6%	67.8%	64.3%	49,455,394	(6,250,178)
NON DEPARTMENTAL	59,995,782	55,262,131	35,120,397	378,568	19,763,166	1564.8%	64.1%	64.2%	50,055,826	5,206,305
GRAND TOTAL	**276,548,969**	**307,526,375**	**146,561,021**	**24,252,653**	**136,712,701**	**49.1%**	**62.7%**	**55.5%**	**309,957,660**	**(2,431,285)**

**FY 2024 Revised does not reflect as of December 31, 2023 all Council approved allocations included in the FY 2024 AAO #1.*

FY 2024 MID-YEAR ALL FUNDS EXPENDITURES (AS OF DECEMBER 31, 2023) Attachment 3

DEPARTMENT	FY 2024 ADOPTED BUDGET	FY 2024 REVISED BUDGET* (as of 12/31/23)	FY 2024 EXPENDED (as of 12/31/23)	ENCUMBRANCES (as of 12/31/23)	AVAILABLE BUDGET (as of 12/31/23)	TOTAL PERCENTAGE USED	FY 2024 PROJECTED EXPENDITURES	FY 2024 PROJECTED ENDING BALANCE/(DEFICIT)
MAYOR AND COUNCIL	4,772,190	4,852,642	1,923,297	62,410	$2,866,935	40.9%	4,852,642	-
CITY AUDITOR	3,231,099	3,316,710	1,436,197	102,047	$1,778,466	46.4%	3,185,336	131,374
RENT STABILIZATION BOARD	8,056,460	8,878,430	3,321,869	1,177,159	$4,379,402	50.7%	8,878,430	-
POLICE ACCOUNTABILITY	1,142,593	1,310,290	515,732	159,357	$635,201	51.5%	1,597,102	(286,812)
CITY MANAGER'S OFFICE	16,889,184	24,460,343	10,369,281	3,308,613	$10,782,449	55.9%	23,849,537	610,806
BERKELEY PUBLIC LIBRARY	25,024,425	26,408,346	11,707,927	2,974,567	$11,725,852	55.6%	31,726,777	(5,318,431)
CITY ATTORNEY	8,106,984	9,855,499	3,859,904	848,178	$5,147,417	47.8%	10,253,763	(398,264)
CITY CLERK	3,159,486	3,371,758	1,137,760	325,627	$1,908,371	43.4%	3,257,393	114,365
FINANCE	10,607,143	11,608,386	4,108,986	1,214,803	$6,284,597	45.9%	10,240,391	1,367,995
HUMAN RESOURCES	5,442,688	6,133,364	2,524,897	168,619	$3,439,848	43.9%	6,098,578	34,786
INFORMATION TECHNOLOGY	22,237,720	29,316,274	7,944,446	3,165,053	$18,206,775	37.9%	25,820,790	3,495,484
HEALTH, HSG & COMMUNITY SVC	99,683,536	163,577,083	39,384,181	38,369,815	$85,823,087	47.5%	132,358,390	31,218,693
PARKS, RECREATION & WF	53,688,581	89,082,692	24,402,344	9,740,801	$54,939,546	38.3%	69,503,725	19,578,967
PLANNING & DEVELOPMENT	31,267,162	36,767,666	12,207,816	1,955,917	$22,603,933	38.5%	32,394,732	4,372,934
PUBLIC WORKS	188,326,163	292,296,250	71,665,023	67,247,968	$153,383,259	47.5%	267,668,149	24,628,101
POLICE	88,188,161	88,587,883	43,419,654	1,496,074	$43,672,155	50.7%	91,106,786	(2,518,903)
FIRE & EMERGENCY SERVICES	62,316,809	69,373,228	31,462,153	7,817,721	$30,093,354	56.6%	75,998,874	(6,625,646)
NON DEPARTMENTAL	101,173,999	100,604,624	65,445,388	520,846	$34,638,390	65.6%	95,504,624	5,100,000
GRAND TOTAL	**733,314,383**	**969,801,468**	**336,836,857**	**140,655,573**	**492,309,038**	**49.2%**	**894,296,021**	**75,505,447**

**FY 2024 Revised does not reflect as of December 31, 2023 all Council approved allocations included in the FY 2024 AAO #1.*

22b

Homeless Services Panel of Experts

ACTION CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Peter Radu, Assistant to the City Manager, Neighborhood Services
David Sprague, Fire Chief

Subject: Companion Report: Measure P Allocations, Fiscal Year 2025-2026

RECOMMENDATION

Approve the Homeless Services Panel of Experts recommendations for Fiscal Years 2025-2026, but continue to partially fund 5150 transports from Measure P until alternative sources can be identified.

POLICY COMMITTEE RECOMMENDATION

On September 17, 2024, the Budget & Finance Committee adopted the following action: M/S/C (Arreguin/Kesarwani) to refer the item from the Commission and the City Manager Companion Report item to the City Council with a negative recommendation that no further action is required, as the Council has already taken action through the adoption of the 2025-26 Bi-annual Budget. Vote: All Ayes.

FISCAL IMPACTS OF RECOMMENDATION

Based upon recommendations by the Budget and Finance Policy Committee, staff began to fund the transport contract with both Measure P and other General Fund revenues in Fiscal Years 2023 and 2024. As part of the proposed Fiscal Year 2025 and 2026 budget, staff have reduced the overall funding for the contract based upon invoiced calls (to a total budget of $1,357,170) and increased the percentage of the cost allocated to other General Fund revenues ($542,868). However, Measure P revenues are considered to be part of the General Fund. Shifting the allocation of the Measure P funded costs of the Section 5150 transports to other General Fund revenues would require reductions in expenditures across various programs and services that are already planned to be funded by General Fund revenues.

CURRENT SITUATION AND ITS EFFECTS

On April 10, the Homeless Services Panel of Experts (HSPE) voted to endorse the City Manager's recommendations for Measure P funding in FY25-26, presented to the Budget and Finance Policy Committee on May 13. The one exception to this was that the HSPE voted to shift the 5150 transports line item to another general fund source.

Staff recommend approving the HSPE's recommendations, except for the 5150 transports piece of their report, and instead continuing to partially fund 5150 transports from Measure P until alternative sources can be identified.

BACKGROUND

History of 5150 transports in Alameda County

Until 2019, the private ambulance provider for the Alameda County exclusive operating area (EOA) provided transport for non-emergency mental and behavioral health patients in Berkeley and the other three cities that have exclusive operating areas (EOA) for ambulance service in Alameda County. The four city EOAs correspond with the fire departments that started providing emergency ALS ambulance response and transport prior to 1980. When the new contract for Alameda County's EOA ambulance provider went into effect on July 1st, 2019, the City of Berkeley was forced to assume responsibility for the transport of non-emergency mental and behavioral health patients in the City's EOA without any financial assistance.

Current 5150 Transport Call Volume

The City of Berkeley Fire Department has historically been unable and continues to be unable to absorb the 5150 transport call volume within its system. Thus, in 2019, the City conducted an RFP and selected a vendor that has provided transport for mental health patients through a direct contract with the City. In calendar year 2023 the Department responded to 17,195 incidents, 10,560 of which were medical related. This does not take into account 681 mental health transports that were provided by the vendor contracted by the City.

Mental Health Transports by Month												
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
2020	33	42	48	76	62	67	78	84	73	57	69	77
2021	72	69	63	76	75	65	68	74	81	71	62	58
2022	67	67	71	58	50	60	65	55	59	74	53	55
2023	49	58	78	63	63	47	50	55	47	57	59	55

Ambulance System Stretched Beyond Capacity

Berkeley's ambulance operations are as busy as the largest metro agencies on the West Coast and cannot absorb any additional call volume.

System performance is measured using Unit Hour Utilization (UHU). The UHU percentage is calculated using the number of responses and duration of the responses to show the percentage of time that an ambulance is committed to an active incident during a given hour of the day. **A UHU of 30 percent or higher over *multiple* consecutive hours becomes the point at which other responsibilities, such as training, do not get completed.**

The following table illustrates a UHU summary for the City's ambulances. T**hree ambulances have several hours of 50 percent utilization and two ambulances each have one hour over 60 percent utilization and at least 13 consecutive hours at or above 30 percent utilization.** This demonstrates that the City must continue to contract with an external provider for 5150 transport services until the City can acquire a new ambulance deployment center and identify funding to hire additional personnel, purchase additional ambulances, equipment, and supplies to provide service to this community.

Hour	MEDIC 5	MEDIC 2	MEDIC 1	MEDIC 3
00:00	22.87%	17.48%	12.56%	9.32%
01:00	22.85%	15.75%	19.46%	9.27%
02:00	17.34%	16.40%	17.53%	7.35%
03:00	13.61%	16.98%	10.92%	4.04%
04:00	8.71%	14.86%	18.86%	6.86%
05:00	13.06%	14.24%	8.26%	3.46%
06:00	8.95%	13.17%	16.14%	2.94%
07:00	25.50%	34.83%	33.70%	12.56%
08:00	48.33%	29.77%	33.16%	15.43%
09:00	44.71%	39.61%	38.97%	27.70%
10:00	48.82%	45.75%	42.94%	33.54%
11:00	51.40%	60.08%	41.92%	34.01%
12:00	49.60%	55.48%	42.34%	27.61%
13:00	51.46%	44.70%	54.43%	42.82%
14:00	65.37%	47.39%	56.38%	36.85%
15:00	45.36%	37.26%	52.01%	28.99%
16:00	52.28%	54.10%	44.79%	36.74%
17:00	41.93%	46.57%	42.89%	27.86%
18:00	48.24%	46.87%	35.45%	25.95%
19:00	31.61%	34.82%	42.09%	19.44%
20:00	30.19%	34.40%	38.01%	15.91%
21:00	22.49%	30.65%	26.78%	17.02%
22:00	26.16%	22.41%	23.65%	11.37%
23:00	21.09%	26.63%	25.70%	6.88%

The Homeless Services Panel of Experts reviewed Measure P recommendations at its April 10, 2024 meeting and made the following recommendations as follows:

Action: M/S/C Jones/Meany HSPE does not recommend funding the 5150 transport out of Measure P monies.

Vote: *Ayes:* Meany, Marasovic, Kealoha-Blake, Jones, and Palmatier. *Noes:* Segal. *Abstain:* None. *Absent:* Bookstein.

Action: M/S/C Marasovic/Meany the HSPE align with all of the city manager's recommendations except for the $1.3 million for 5150 transport.

Vote: *Ayes:* Meany, Marasovic, Kealoha-Blake, Jones, and Palmatier. *Noes:* None. *Abstain:* Segal. *Absent:* Bookstein.

Action: M/S/C Marasovic/Jones HSPE will incorporate in the report that the reasoning behind not recommending the allocation for the $1.3 million in 5150 transport is that the city should look towards alternative methods for funding and Measure P monies should be used for homeless services. This rationale is due to the diminished revenue needed for homeless services which do not make 5150 transport a priority for this stream of funding.

Vote: *Ayes:* Meany, Marasovic, Kealoha-Blake, Jones, and Palmatier. *Noes:* Segal. *Abstain:* None. *Absent:* Bookstein.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental impacts associated with this report.

RATIONALE FOR RECOMMENDATION

While Measure P is generally used by the City for homeless programs, it is a general fund tax. Given the projected decline in Measure P revenue in Fiscal Years 2025 and 2026, other General Fund revenues are proposed to support programs that have been historically funded by Measure P. As there are many competing demands on the use of General Fund revenues, staff continued to fund transports from a combination of Measure P and other General Fund revenues. Shifting the approximately $814,000 annual cost from Measure P to other General Fund revenues will require reductions in other expenditures funded by the General Fund. It is possible to revisit the funding arrangement as part of the Fiscal Year 2026 Mid-Biennial Update.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Peter Radu, Assistant to the City Manager, Neighborhood Services, 510-981-7045.

23

On December 5, 2023, the City Council adopted recommendation A in this revised report, and referred recommendation B to the Budget and Finance Policy Committee.

Councilmember Kate Harrison
Councilmember District 4

REVISED
AGENDA MATERIAL
for Supplemental Packet 1

Meeting Date: **December 5, 2023**

Item Number: **12**

Item Description: **Budget Referral: Allocate the Existing $900,000 Transportation Network Company (TNC) Tax to Calm Traffic in Vicinity of Derby St., Increase Citywide Traffic Calming Budget, and Establish Ongoing General Fund Allocation Policy for the TNC**

Submitted by: **Councilmember Harrison**

- Revised the budget referral pursuant to the advice from the Agenda and Rules Committee to specify that recommendation #5 includes a referral to the Budget and Finance Committee.
- Clarified the item to highlight that the Council already budgeted $900,000 as part of the FY 2024 budget, and that the allocations suggested by this item in Recommendations A. 1-4 do not require any new budget outlays and do not have any impact on the General Fund.
- Clarified that the City's Budget Office reports that the $900,000 in TNC funds budgeted in FY 2024 are not encumbered at this time. However, Public Works is actively planning to allocate $200k for traffic signal detection upgrades from analog to video detection at high priority bike/ped/high-injury intersections.

Kate Harrison
Councilmember, District 4

~~CONSENT~~ ACTION CALENDAR
December 5, 2023

To: Honorable Members of the City Council

From: Councilmembers Harrison (Author) and Taplin (Co-sponsor)

Subject: Budget Referral: Allocate the Existing $900,000 Transportation Network Company (TNC) Tax to Calm Traffic in Vicinity of Derby St., Increase Citywide Traffic Calming Budget, and Establish Ongoing General Fund Allocation Policy for the TNC

RECOMMENDATION

A. Designate existing (already budgeted and not requiring new outlays) $900,000 in FY 2024 Transportation Network Company (TNC) Tax allocation as follows:

1. $100,000 in short, medium, and long-term traffic calming measures in the vicinity of 2023 Halloween Derby St. hit-and-run incident involving a minor to include speed tables, highlighting designation of crosswalks, and consideration of a stop sign on Mabel at Carleton and Derby.
2. $25,000 to purchase five additional portable speed radar trailers bringing the City's total to seven for targeted traffic calming; and
3. $325,000 to increase the citywide Traffic Calming Budget on a one-time basis to $400,000 (up from the current $75,000); and
4. $450,000 ~~to~~ citywide to fund:
    a. tier 1 protected bicycle lanes and crossings identified in the 2017 Bicycle Plan, including but not limited to quick-build projects; and
    b. priority pedestrian street crossings identified in the 2020 pedestrian plan, including but not limited to quick-build projects; and
    c. priority quick-build public transit projects under the Street Repair Program; and

~~5.~~ B. Refer to City Manager and the Budget and Finance Committee ~~staff~~ to consider establishing an ongoing General Fund policy of allocating 50% of annual TNC Tax revenues to a citywide traffic calming budget and the remaining 50% to tier 1 bike/pedestrian/transit priority projects as specified under 3. a-c.

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BACKGROUND

A child was hit by a speeding car Halloween night 2023 while trick-or-treating on Derby Street in southwest Berkeley, resulting in serious injuries. The driver did not stop.

2180 Milvia Street, Berkeley, CA 94704 ● Tel: (510) 981-7140 ● TDD: (510) 981-6903 ● Fax: (510) 644-1174
E-Mail: KHarrison@cityofberkeley.info

Miraculously, the child survived and is expected to make a full recovery, but not without significant trauma for the victim, family, and community. The hit-and-run suspect is still at large.

The family of the victim of this horrifying traffic violence incident started a petition to address the lack of adequate traffic safety measures, specifically the absence of speed bumps, daylighted crosswalks, and stop signs.

As Chair of the Facilities, Infrastructure, Transportation, Environment & Sustainability Policy Committee, Councilmember Harrison scheduled a hearing on November 15, 2023 to provide the family with an opportunity to speak about their experience and petition, and to provide Transportation Division and Berkeley Police Department staff with an opportunity to respond and consider traffic calming measures.

Specifically, the petition, which now includes more than 16,000 signatures, requests that the Mayor, Council, the Berkeley Police Department and the Berkeley Department of Public Works:

1. install **speed bumps** on all streets running east to west between Sacramento and San Pablo, and from Dwight Way to Ashby. These include Dwight, Blake, Parker, Carleton, Derby, Ward, Stuart, Oregon, Russell and Julia streets. Speed bumps have been proven effective in reducing vehicle speeds by 20-25% (source: Federal Highway Administration), making our roads safer.

2. establish **brightly marked crosswalks at key intersections.** Pedestrian fatalities are twice as likely to occur at unmarked crossings compared to those with crosswalks (source: National Highway Traffic Safety Administration).

3. add **stop signs at critical locations**, specifically on Mabel at Carleton and at Derby. Stop signs not only regulate traffic flow but also prioritize pedestrian safety by forcing drivers to come to a complete halt.

This budget referral seeks to revise already allocated funds from FY 2024. In June 2023, the Council approved Councilmember Harrison's budget referral, submitted in January 2022, to allocate up to $2 million in TNC revenues to tier 1 bike/pedestrian/mobility/transit projects.[1] Councilmember Harrison had previously proposed allocating TNC revenues to such purposes in early 2021.[2]

[1]"Budget Referral: Allocate Projected Revenues from Voter-approved Transportation Network Company User Tax to Support Priority Mobility Infrastructure, Including Tier 1 Protected Bicycle Lanes and Crossings, Pedestrian Street Crossings, and Quick-build Public Transit Projects," January 18, 2022, https://records.cityofberkeley.info/PublicAccess/api/Document/AYihhfv5w8HzhLOFURtCVnuIzC%C3%89L08MaMb7h8yezajQQXCe8nTt4CrnqA1hlk9fBiQvytqZyp9gxr22wMc75S00%3D/

[2]"Budget Referral: Allocate Transportation Network Companies User's Tax Proceeds and other General Fund Revenues to Support Priority Protected Bicycle Boulevards and the Street Repair Program," March 9,

Berkeley voters overwhelmingly passed the TNC User's Tax (Measure GG) in 2020 with a 50-cent fee per rideshare trip specifically in order to generate "at least $900,000 annually to support general municipal services like paving streets and improving pedestrian and bicycle infrastructure."[3] City staff estimate that the tax will bring in approximately $1-1.5 million per year. As the legislative record demonstrates, it is difficult to budget on periodic basis based on revenues. Rather, as included in this item, the Council should establish a general fund revenue policy to ensure that the funding is allocated automatically.

Of the total $900,000 FY 2024 TNC allocation, this budget referral would designate $100,000 to short, medium and long-term traffic calming upgrades in the vicinity of the neighborhood where the traffic violence occurred. This includes $100,000 in dedicated funding for speed tables, daylighting and consideration of a stop sign and $25,000 for purchasing approximately five additional speed trailers that can be deployed across the City to calm traffic (bringing the City's total to seven). All of these measures were discussed in detail during the November 15, 2023 FITES Committee meeting.

In addition, in recognition of the FITES discussion, the petition, and historic citywide concerns about the City's woefully underfunded traffic calming budget, this item increases the citywide budget from $75,000 to $400,000.

Consistent with Council's action in adopting Councilmember Harrison's 2022 budget referral as part of the FY 2024 budget, this item allocates the remaining $450,000 to citywide priority bike/pedestrian/mobility/transit projects.

The City's Budget Office reports that the $900,000 in TNC funds budgeted in FY 2024 are not encumbered at this time. However, Public Works is actively planning to program $200k for traffic signal detection upgrades from analog to video detection at six high priority bike/ped/high-injury intersections. Public Works has also been considering replacing existing analog detection at some intersections and adding leading pedestrian intervals and to support existing Bicycle and Pedestrian safety project(s) that have budget gaps. All of these measures are consistent with either A. 3 and A. 4 of the item's recommendation.

Finally, this budget referral refers to the City Manager and Budget staff to establish an ongoing General Fund policy of allocating 50% of annual TNC Tax revenues to a

2021,https://records.cityofberkeley.info/PublicAccess/api/Document/ARkxRrGkx0%C3%89GGtZtKu8TUcvBWPF1qgSC4d8o5Waq20km4RcyQp4H%C3%89q5seu%C3%8130xYc5NRj2NaGiW3uaJStC%C3%89NLo%C3%89k%3D/

[3] "Argument in Favor of Measure GG," Berkeley City Clerk, August 2020, https://www.cityofberkeley.info/uploadedFiles/Clerk/Elections/GG%20-%20Primary%20in%20Favor%20-%20FINAL.pdf

citywide traffic calming budget and the remaining 50% to tier 1 bike/pedestrian/transit priority projects as specified under recommendation 3. a-c.

It is in the public interest to immediately allocate these funds to protect children and other community members from traffic violence in West Berkeley, expand the historically underfunded traffic calming budget, and establish an ongoing policy of allocating TNC revenues consistent with voter intent to enhance low-carbon transportation infrastructure and mitigate for increase car traffic.

FISCAL IMPACTS OF RECOMMENDATION
No impact on the general fund as the Council already allocated $900,000 from TNC tax revenues as part of the FY 2024 budget.

ENVIRONMENTAL SUSTAINABILITY
Traffic calming measures enhance community safety and can enhance usage of low-carbon pedestrian/bike/mobility/transit trips consistent with the City's Climate Action Plan goals.

CONTACT PERSON
Councilmember Kate Harrison, (510) 981-7140

Kate Harrison
Councilmember, District 4

ACTION CALENDAR
October 29, 2024

To: Honorable Members of the City Council

From: Councilmembers Harrison (Author) and Taplin (Co-sponsor)

Subject: Budget Referral: Allocate the Existing $900,000 Transportation Network Company (TNC) Tax to Calm Traffic in Vicinity of Derby St., Increase Citywide Traffic Calming Budget, and Establish Ongoing General Fund Allocation Policy for the TNC

RECOMMENDATION

Designate existing $900,000 FY 2024 Transportation Network Company (TNC) Tax allocation as follows:

1. $100,000 in short, medium, and long-term traffic calming measures in the vicinity of 2023 Halloween Derby St. hit-and-run incident involving a minor to include speed tables, highlighting designation of crosswalks, and consideration of a stop sign on Mabel at Carleton and Derby.
2. $25,000 to purchase five additional portable speed radar trailers bringing the City's total to seven for targeted traffic calming; and
3. $325,000 to increase the citywide Traffic Calming Budget on a one-time basis to $400,000 (up from the current $75,000); and
4. $450,000 to citywide to fund:
    a. tier 1 protected bicycle lanes and crossings identified in the 2017 Bicycle Plan, including but not limited to quick-build projects; and
    b. priority pedestrian street crossings identified in the 2020 pedestrian plan, including but not limited to quick-build projects; and
    c. priority quick-build public transit projects under the Street Repair Program; and
5. Refer to City Manager and Budget staff to establish an ongoing General Fund policy of allocating 50% of annual TNC Tax revenues to a citywide traffic calming budget and the remaining 50% to tier 1 bike/pedestrian/transit priority projects as specified under 3. a-c.

POLICY COMMITTEE RECOMMENDATION

On September 17, 2024, the Budget & Finance Committee adopted the following action: M/S/C (Hahn/Arreguin) to refer the item to the City Council with a qualified positive recommendation to refer the policy to the 2026 Fiscal Year budget process for

consideration alongside other available funds for traffic calming, bike, pedestrian, and transit priority projects. Vote: All Ayes.

BACKGROUND

A child was hit by a speeding car Halloween night 2023 while trick-or-treating on Derby Street in southwest Berkeley, resulting in serious injuries. The driver did not stop. Miraculously, the child survived and is expected to make a full recovery, but not without significant trauma for the victim, family, and community. The hit-and-run suspect is still at large.

The family of the victim of this horrifying traffic violence incident started a petition to address the lack of adequate traffic safety measures, specifically the absence of speed bumps, daylighted crosswalks, and stop signs.

As Chair of the Facilities, Infrastructure, Transportation, Environment & Sustainability Policy Committee, Councilmember Harrison scheduled a hearing on November 15, 2023 to provide the family with an opportunity to speak about their experience and petition, and to provide Transportation Division and Berkeley Police Department staff with an opportunity to respond and consider traffic calming measures.

Specifically, the petition, which now includes more than 16,000 signatures, requests that the Mayor, Council, the Berkeley Police Department and the Berkeley Department of Public Works:

1. install **speed bumps** on all streets running east to west between Sacramento and San Pablo, and from Dwight Way to Ashby. These include Dwight, Blake, Parker, Carleton, Derby, Ward, Stuart, Oregon, Russell and Julia streets. Speed bumps have been proven effective in reducing vehicle speeds by 20-25% (source: Federal Highway Administration), making our roads safer.

2. establish **brightly marked crosswalks at key intersections.** Pedestrian fatalities are twice as likely to occur at unmarked crossings compared to those with crosswalks (source: National Highway Traffic Safety Administration).

3. add **stop signs at critical locations**, specifically on Mabel at Carleton and at Derby. Stop signs not only regulate traffic flow but also prioritize pedestrian safety by forcing drivers to come to a complete halt.

This budget referral seeks to revise already allocated funds from FY 2024. In June 2023, the Council approved Councilmember Harrison's budget referral, submitted in January 2022, to allocate up to $2 million in TNC revenues to tier 1 bike/pedestrian/mobility/transit projects.[1] Councilmember Harrison had previously

[1]"Budget Referral: Allocate Projected Revenues from Voter-approved Transportation Network Company User Tax to Support Priority Mobility Infrastructure, Including Tier 1 Protected Bicycle Lanes and Crossings, Pedestrian Street Crossings, and Quick-build Public Transit Projects," January 18, 2022,

proposed allocating TNC revenues to such purposes in early 2021.[2]

Berkeley voters overwhelmingly passed the TNC User's Tax (Measure GG) in 2020 with a 50-cent fee per rideshare trip specifically in order to generate "at least $900,000 annually to support general municipal services like paving streets and improving pedestrian and bicycle infrastructure."[3] City staff estimate that the tax will bring in approximately $1-1.5 million per year. As the legislative record demonstrates, it is difficult to budget on periodic basis based on revenues. Rather, as included in this item, the Council should establish a general fund revenue policy to ensure that the funding is allocated automatically.

Of the total $900,000 FY 2024 TNC allocation, this budget referral would designate $100,000 to short, medium and long-term traffic calming upgrades in the vicinity of the neighborhood where the traffic violence occurred. This includes $100,000 in dedicated funding for speed tables, daylighting and consideration of a stop sign and $25,000 for purchasing approximately five additional speed trailers that can be deployed across the City to calm traffic (bringing the City's total to seven). All of these measures were discussed in detail during the November 15, 2023 FITES Committee meeting.

In addition, in recognition of the FITES discussion, the petition, and historic citywide concerns about the City's woefully underfunded traffic calming budget, this item increases the citywide budget from $75,000 to $400,000.

Consistent with Council's action in adopting Councilmember Harrison's 2022 budget referral as part of the FY 2024 budget, this item allocates the remaining $450,000 to citywide priority bike/pedestrian/mobility/transit projects.

Finally, this budget referral refers to the City Manager and Budget staff to establish an ongoing General Fund policy of allocating 50% of annual TNC Tax revenues to a citywide traffic calming budget and the remaining 50% to tier 1 bike/pedestrian/transit priority projects as specified under recommendation 3. a-c.

It is in the public interest to immediately allocate these funds to protect children and other community members from traffic violence in West Berkeley, expand the historically underfunded traffic calming budget, and establish an ongoing policy of

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https://records.cityofberkeley.info/PublicAccess/api/Document/AYihhfv5w8HzhLOFURtCVnuIzC%C3%89L08MaMb7h8yezajQQXCe8nTt4CrnqA1hlk9fBiQvytqZyp9gxr22wMc75S00%3D/

[2] "Budget Referral: Allocate Transportation Network Companies User's Tax Proceeds and other General Fund Revenues to Support Priority Protected Bicycle Boulevards and the Street Repair Program," March 9, 2021,https://records.cityofberkeley.info/PublicAccess/api/Document/ARkxRrGkx0%C3%89GGtZtKu8TUcvBWPF1qgSC4d8o5Waq20km4RcyQp4H%C3%89q5seu%C3%8130xYc5NRj2NaGiW3uaJStC%C3%89NLo%C3%89k%3D/

[3] "Argument in Favor of Measure GG," Berkeley City Clerk, August 2020, https://www.cityofberkeley.info/uploadedFiles/Clerk/Elections/GG%20-%20Primary%20in%20Favor%20-%20FINAL.pdf

allocating TNC revenues consistent with voter intent to enhance low-carbon transportation infrastructure and mitigate for increase car traffic.

FISCAL IMPACTS OF RECOMMENDATION
No impact on the general fund as the Council already allocated $900,000 from TNC tax revenues as part of the FY 2024 budget.

ENVIRONMENTAL SUSTAINABILITY
Traffic calming measures enhance community safety and can enhance usage of low-carbon pedestrian/bike/mobility/transit trips consistent with the City's Climate Action Plan goals.

CONTACT PERSON
Councilmember Kate Harrison, (510) 981-7140

24

Commission on Labor

INFORMATION CALENDAR
October 29, 2024

To: Honorable Mayor and Members of the City Council

From: Commission on Labor

Submitted by: Andy Katz, Chairperson, Commission on Labor

Subject: Commission on Labor Fiscal Year 2025 Work Plan

INTRODUCTION
The City of Berkeley Commission on Labor hereby submits a work plan for Fiscal Year 2025, which was adopted at the August 21, 2024 Commission on Labor meeting.

CURRENT SITUATION AND ITS EFFECTS
On August 21, 2024, the Commission on Labor adopted the attached work plan through the action detailed:

M/S/C (Arbaugh/ Bowen) Motion to adopt the Fiscal Year 2025 work plan formed by the commission during a public meeting.

PASSED

Ayes: Arbaugh, Bowen, Flegel-Mishlove, Katz, and Scantlebury; Noes: None; Abstentions: None; Absent: None

BACKGROUND
In 2016, the City Council adopted direction to commissioners to submit a work plan annually.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There is no identifiable environmental sustainability or climate impact associated with the adoption of this work plan.

POSSIBLE FUTURE ACTION
None.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION
None.

CONTACT PERSON
Emily Rose, Commission Secretary, HHCS, 510-981-7551

Attachments:
1: FY 2025 Commission on Labor Workplan

Commission on Labor

Attachment 1

WORK PLAN for Fiscal Year 2025
Commission on Labor for the City of Berkeley

Research and gather information to report to City Council and support Commission's recommendations to City Council:

a. Develop policies for recommendation to City Council in formal coordination with other City of Berkeley commissions to maximize the availability of subject matter experts and identify connections between labor and other relevant issues including, but not limited to, economic development and human rights.
b. Examine City's policies and practices regarding workplace sexual harassment, and other forms of discrimination and harassment.
c. Examine the University of California at Berkeley's policies and practices regarding workplace sexual harassment.
d. Review and monitor Fair Workweek Ordinance implementation.
e. Review the Community Workforce Agreement with the Alameda County Building and Construction Trades Council and examine opportunities for local workforce development
f. Examine workforce development opportunities and the First Source Program
g. Review and recommend updates to the Labor Bill of Rights.
h. Examine development of the City of Berkeley Just Transition Residential Electrification Pilot Project.
i. Examine and develop policies to promote employee ownership models of business.

Education:

a. Facilitate education of workers in Berkeley about their rights and the process for addressing workplace sexual harassment.
b. Facilitate education of children and young adults in Berkeley about the benefits and opportunities of organized labor.
c. Facilitate workforce development pre-apprenticeship opportunities working with Berkeley Unified School District.

Local labor disputes:

a. Hold public hearings on labor disputes as requested/required
b. Submit recommendations to Council based on information gathered from both sides of disputing parties.

Communications

All communications submitted to the City Council are public record. Communications are not published directly to the City's website. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

City Clerk Department
2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

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https://records.cityofberkeley.info/

To search for communications associated with a particular City Council meeting using Records Online:

1. Select Search Type = “Public – Communication Query (Keywords)”
2. From Date: Enter the date of the Council meeting
3. To Date: Enter the date of the Council meeting (this may match the From Date field)
4. Click the “Search” button
5. Communication packets matching the entered criteria will be returned
6. Click the desired file in the Results column to view the document as a PDF