

## AGENDA

### BERKELEY CITY COUNCIL MEETING

Tuesday, July 7, 2026

6:00 PM

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

TELECONFERENCE LOCATION - 19-4178 WRIGHT ROAD, VOLCANO, HI 96785

TELECONFERENCE LOCATION - 45 KAI MALINA PARKWAY, LAHAINA, HI 96761

ADENA ISHII, MAYOR

COUNCILMEMBERS:

DISTRICT 1 – RASHI KESARWANI

DISTRICT 2 – TERRY TAPLIN

DISTRICT 3 – BEN BARTLETT

DISTRICT 4 – IGOR TREGUB

DISTRICT 5 – SHOSHANA O'KEEFE

DISTRICT 6 – BRENT BLACKABY

DISTRICT 7 – CECILIA LUNAPARRA

DISTRICT 8 – MARK HUMBERT

*This meeting will be conducted in a hybrid model with both in-person and virtual attendance. Attend this meeting remotely using [Zoom](#). 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: 165 854 9572**. 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](mailto:council@berkeleyca.gov).*

*Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via [internet video stream](#). All Council meetings are recorded.*

*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 \$500 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than \$500 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.*

1. Adjourn in Memory of Carl Anthony, Architect, Educator, and Community Leader

**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:** *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.*

**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. 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, 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. 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. 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. FY 2027 Annual Appropriations Ordinance**  
**From: City Manager**  
**Recommendation:** Adopt second reading of Ordinance No. 8,029-N.S. adopting the FY 2027 Annual Appropriations Ordinance (AAO) in the amount of \$921,596,116 (gross appropriations) and \$795,829,332 (net appropriations).  
**First Reading Vote:** All Ayes.  
**Financial Implications:** See report  
Contact: Maricar Dupaya, Budget Manager, (510) 981-7000
- 2. 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 the continued maintenance and support of the Computer Aided Dispatch (CAD) software and associated public safety systems, increasing the contract amount \$750,000 for a revised total contract value not-to-exceed of \$3,684,123, and extending the term of the contract for two additional years through June 30, 2028.  
**Financial Implications:** See report  
Contact: Kevin Fong, Information Technology, (510) 981-6500

## Consent Calendar

- 3. Contract: Willdan Financial Services for Updates to Nexus Studies**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution authorizing the City Manager to execute a contract with Willdan Financial Services, to make updates to five nexus studies in support of City development fees, in an amount not to exceed \$80,115, and authorizing the City Manager to execute any amendments, extensions, or change orders until the project is completed.  
**Financial Implications:** Various Funds - \$80,115  
Contact: Jordan Klein, Planning and Development, (510) 981-7400
- 4. Revenue Grant Agreements: 2024 and 2025 Edward J. Byrne Memorial Justice Assistance (JAG) for Berkeley Police Department Costs**  
**From: City Manager**  
**Recommendation:** Adopt two Resolutions authorizing the City Manager or designee to submit grant agreements to Alameda County Sheriff's Office, to accept the grants, and execute any resultant revenue agreements and amendments to be used for funding overtime costs associated with focused crime suppression activities, community safety initiatives, and staffing for high impact community events.  
1. Edward J. Byrne Justice Assistance Grant (JAG) 2024 Local in the projected amount of \$40,714 with a 10% admin fee with a net allocation of \$36,643 for the period of October 1, 2023 to September 30, 2027.  
2. Edward J. Byrne Justice Assistance Grant (JAG) 2025 Local in the projected amount of \$47,856 with a 10% admin Fee with a net allocation of \$43,070 for the period to be determined at time of contract execution.  
**Financial Implications:** See report  
Contact: Jennifer Louis, Police, (510) 981-5900
- 5. 2025 Annual Police Equipment Report**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution approving the 2025 Annual Police Equipment Report pursuant to Assembly Bill 481 and Berkeley Municipal Code 2.100.  
**Financial Implications:** See report  
Contact: Jennifer Louis, Police, (510) 981-5900

## 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 the Action Calendar public comment period on the 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. 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, 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. 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 Calendar

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

*The Presiding Officer may open and close an additional comment period for Action items on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters), at the start of the Action Calendar. 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 – Public Hearings

*Staff shall introduce the public hearing item and present their comments. For certain hearings, this is followed by five-minute presentations each by first the appellant and then the applicant. The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, 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 during a public hearing, 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. 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.*

*When applicable, each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Councilmembers shall also submit a report of such contacts in writing prior to the commencement of the hearing. Written reports shall be available for public review in the office of the City Clerk.*

#### 6. 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, 2026, 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 71,829–N.S.

**Financial Implications:** See report

Contact: David Sprague, Fire, (510) 981-3473

#### 7. Memorandum of Understanding (MOU) Compendium 2026: Agreements with Other Law Enforcement Agencies and Private Organizations

**From: City Manager**

**Recommendation:** Conduct a public hearing, and upon conclusion, adopt a Resolution to:

1. Approve the MOU Compendium reflecting the current operational agreements between the Berkeley Police Department and other law enforcement agencies and private organizations.

2. Accept the Suspicious Activity Report (SAR).

3. Accept the Mutual Aid requests and responses report as submitted in accordance with existing City Council directives.

**Financial Implications:** See report

Contact: Jennifer Louis, Police, (510) 981-5900

## Council Action Items

**8. Large Vehicle Parking Regulations in the Public Right-of-Way** *(Reviewed by the Health, Life Enrichment, Equity & Community Committee)*

**From: Councilmember Taplin (Author), Councilmember Blackaby (Co-Sponsor), Councilmember Humbert (Co-Sponsors)**

**Recommendation:** That the City Council:

1. Refer to the City Attorney and City Manager a Review of Amendments to the Berkeley Municipal Code (BMC) 12.98 to ensure the language authorizes the abatement of abandoned vehicles creating public health and safety nuisances in the public right-of-way, clarify the definition of "abandoned" vehicle, and increase the City Manager's discretion in the establishment of abatement timelines.
2. Refer to the City Manager the study of recently adopted legislation across the nine-county Bay Area regarding the management of long-term large vehicle parking in the public right-of-way. Based on this study, staff shall return to the City Council with draft policy and enforcement recommendations that are: a. Regionally consistent; b. Aligned with the City of Berkeley's environmental, housing, and transportation priorities; c. Reflective of the City's ability to enhance the impact and scale of its coordinated alternative housing initiatives via participation in a county-wide RV parking program or joining a comparable program maintained in a neighboring jurisdiction; and d. Operationally feasible given available outreach, enforcement, financial constraints, and site capacity. Including an examination of geographically targeted parking restrictions in high-sensitivity areas such as: a. Manufacturing and industrial zones designated by an "M" zoning classification; and b. Environmentally sensitive water resources, including but not limited to open lagoons, riparian corridors, and critical stormwater infrastructure,
3. Request that the City Attorney and City Manager provide clarity and guidance on how the city's encampment resolution policy intersects with the Berkeley Municipal Code in the absence of shelter availability.
4. Refer to the City Manager the drafting of an ordinance amending BMC Chapter 7.18.010 to authorize City Manager approval of contracts up to \$250,000 for the abatement of abandoned, dismantled, or inoperative vehicles pursuant to BMC 12.98.040(A).

*Policy Committee Recommendation: To send item to Council with a qualified positive recommendation to more clearly articulate guidance on the intersection of the proposed amendments with applicable State law.*

**Financial Implications:** See report

Contact: Terry Taplin, Councilmember, District 2, (510) 981-7120

## Council Action Items

### 9. Waterfront Specific Plan Environmental Review Authorization and Near-Term Priority Adjustments

**From: Councilmember Taplin (Author)**

**Recommendation:**

1. Authorize the City Manager to initiate environmental review of the Waterfront Specific Plan pursuant to the California Environmental Quality Act (CEQA) and to prepare a Program Environmental Impact Report (EIR), using Scenario 1 (Highest Buildout, approximately 1,215,000 gross square feet) as the maximum development alternative for purposes of the EIR's environmental analysis and Project Description. As staff noted in the November 18, 2024 Worksession Report, analyzing Scenario 1 for CEQA purposes preserves the Council's full flexibility to scale the final plan to Scenario 2 or Scenario 3 at adoption, while ensuring no additional cost or delay would be incurred if the Council later wishes to pursue higher-density development.
2. Defer and hold in abeyance the November 18, 2024 Council direction to prepare a standalone nature-and-recreation-based conceptual plan for César E. Chávez Park, consistent with the ongoing administrative hold on that work pending resolution of environmental compliance obligations at the former landfill (City Manager Off-Agenda Memorandum, June 5, 2025). Incorporate the park's long-term improvement priorities into the Waterfront Park (WP) zone provisions of the Waterfront Specific Plan as part of the EIR scoping process.
3. Refer \$310,000 to the November 2026 AOO1 process to conduct the EIR.
4. Request that the City Manager return to Council with a certified EIR, a Final Waterfront Specific Plan, and companion Berkeley Municipal Code and General Plan amendments for adoption.

**Financial Implications:** See report

Contact: Terry Taplin, Councilmember, District 2, (510) 981-7120

## Action Calendar – New Business

### 10. Five-Year Street Rehabilitation and Measure FF Plans for Fiscal Years 2027-2031

**From: City Manager**

**Recommendation:** Adopt a Resolution adopting the Five-Year Street Rehabilitation Plan for Fiscal Years 2027-2031 and the Measure FF 5-Year CIP Plan for Fiscal Years 2027-2031.

**Financial Implications:** See report

Contact: Wahid Amiri, Public Works, (510) 981-6300

## Information Reports

### 11. FY 2026 Third Quarter Investment Report: Ended March 31, 2026

**From: City Manager**

Contact: Henry Oyekanmi, Finance, (510) 981-7300

## 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: [berkeleyca.gov/council-agendas](http://berkeleyca.gov/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, and through the City's online records portal: <https://records.cityofberkeley.info/>.

Agendas, agenda reports, and revised/supplemental material may be accessed via the online agenda for this meeting at: [berkeleyca.gov/council-agendas](http://berkeleyca.gov/council-agendas) and may be accessed 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](mailto: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 [ada@berkeleyca.gov](mailto:ada@berkeleyca.gov), (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.

If you have obtained interpretation services for your use during a City Council meeting and would like to request assistance, please contact the City Clerk Department at (510) 981-6900, [clerk@berkeleyca.gov](mailto:clerk@berkeleyca.gov), or in-person during the meeting.

Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900 or by email at [clerk@berkeleyca.gov](mailto: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 June 25, 2026.***



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](#).*

### **Item #10: Five-Year Street Rehabilitation and Measure FF Plans for Fiscal Years 2027-2031**

1. Laura Fujii
2. David Coolidge
3. Josie Gerst
4. Carol Hirth
5. Chris Baskett
6. Hanna Wodaje (4)

### **The House of Uncommon Grounds**

7. Benjamin Raya

### **Renovations of Old City Hall**

8. Eric Hyman

### **2920 Shattuck Avenue**

9. Bonnie Mattison

### **Harrison Street**

10. Alana Herron
11. Jahlee Arakaki
12. Lauren Parsons (2)

### **Father's Day**

13. Eid's TV and Electronics

**1130 Oxford Street**

- 14. Sarah Pfeil
- 15. Richard Harris
- 16. Neal Sauer

**North Waterfront Park**

- 17. Jeff Malmuth
- 18. Jane Ann Fontenot and Bud Hensley

**Zoning/Upzoning**

- 19. Mariela Moreno
- 20. Maya Philipson (2)
- 21. Claire Mecredy (2)

**World Cup Event**

- 22. Andrea Gray

**Advocating for Berkeley Residents**

- 23. Friends of Adeline

**Social Media Conduct**

- 24. Vanessa Cordova (3)
- 25. Brent Blackaby

**Neighborhood Emergency Preparedness**

- 26. David Peattie

**Attorney General Letter**

- 27. M. Eid Abdalla

**Public Safety Concern**

- 28. Oscar Fernandez

**Forwards**

- 29. Eid Abdallah (6)
- 30. Russbumper

**E-Scooters**

- 31. Robert Borghese (3)
- 32. Carson Lepre (2)

**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.



## ORDINANCE NO. 8,029-N.S.

ADOPTING THE ANNUAL APPROPRIATIONS ORDINANCE BASED ON THE ADOPTED BUDGET FOR FISCAL YEAR 2027 AS PROPOSED BY THE CITY MANAGER AND PASSED BY THE CITY COUNCIL

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That the Annual Appropriations Ordinance based on the budget for FY 2027 submitted by the City Manager and passed by the City Council be adopted as follows and as summarized in Exhibit A:

|                                                |                    |
|------------------------------------------------|--------------------|
| A. General Fund (Funds 001-099)                | 327,240,533        |
| B. Special Funds (Funds 100-199)               | 218,939,270        |
| C. Grant Funds (Funds 300-399)                 | 53,177,554         |
| D. Capital Projects Funds (Funds 500-550)      | 52,206,879         |
| E. Debt Service Fund (Funds 551-599)           | 17,341,098         |
| F. Enterprise Funds (Funds 600-669)            | 171,997,862        |
| G. Internal Service Funds (Funds 146, 670-699) | 61,359,860         |
| H. Trust Funds (Funds 701-759)                 | 213,777            |
| H. Successor Agency (Funds 760-769)            | 57,120             |
| I. Agency Funds (Funds 771-799)                | 7,763,308          |
| J. Other Funds (Funds 800-899)                 | 11,298,855         |
| <u>K. Total</u>                                |                    |
| Total General Fund                             | 327,240,533        |
| Add: Total Other Than General Fund             | 594,355,583        |
| <b>Gross Revenue Appropriated</b>              | <b>921,596,116</b> |
| Less: Dual Appropriations                      | -67,208,538        |
| Less: Revolving/Internal Service Funds         | -58,558,246        |
| <b>Net Revenue Appropriated</b>                | <b>795,829,332</b> |

Section 2. The City Manager is hereby permitted, without further authority from the City Council, to make the following transfers by giving written notice to the Director of Finance:

- a. From the General Fund to the General Fund – Stability Reserve Fund; Catastrophic Reserve Fund; PERS Savings Fund; Health State Aid Realignment; Fair Election Fund; Capital Improvement Fund; Phone System Replacement; Equipment Replacement Fund; Public Liability Fund; Catastrophic Loss Fund; IT Cost Allocation Fund; Police Employee Retiree Health Assistance Plan; Safety Members Pension Fund; Marina Fund; Measure U1; Sick Leave Entitlement Fund; and Payroll Deduction Trust Fund.
- b. To the General Fund from the General Fund – Stability Reserves Fund; Catastrophic Reserves Fund; Community Development Block Grant Fund; Street Lighting Assessment District Fund; Zero Waste Fund; Marina Operations and Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Parking Meter Fund; Unified Program (CUPA); and Health State Aid Realignment Fund; Measure U1.
- c. From GF-Payroll Deduction Trust Fund to Employee Training Fund; General Fund
- d. To the First Source Fund from the Parks Tax Fund; Capital Improvement Fund; and the Marina Fund.
- e. From Measure U1 Fund to the Workers Compensation Fund.
- f. From the Catastrophic Reserve Fund to the Playground Camp Fund.
- g. From the Library Tax Fund to Library Reserves Fund.
- h. From Gilman Sports Field Fund to Gilman Field Reserve Fund
- i. From Measure FF-Public Safety Fund to Paramedic Tax Fund.
- j. From the American Rescue Plan Fund to the General Fund; Sports Field Fund; Playground Camp Fund; Marina Fund; Off-Street Parking Fund; and Parking Meter Fund.
- k. From Capital Improvement Fund to PERS Savings Fund; Berkeley Repertory Theater Fund; and 2010 COP (Animal Shelter) Fund.
- l. To the Public Art Fund from the Parks Tax Fund; Capital Improvement Fund; and the Marina Fund.
- m. To CFD#1 District Fire Protection Bond (Measure Q) from Special Tax Bonds CFD#1 ML-ROOS.
- n. To Private Sewer Lateral Fund from Sanitary Sewer Operation Fund.
- o. To Catastrophic Loss Fund from Permit Service Center Fund; and Unified Program (CUPA) Fund.

- p. To the Building Purchases and Management Fund from General Fund; Health (General) Fund; Rental Housing Safety Program Fund; Measure B Local Streets & Road Fund; Employee Training Fund; Zero Waste Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Off Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Building Maintenance Fund; Central Services Fund; and Health State Aide Realignment Trust Fund.
- q. To Equipment Replacement Fund from General Fund; Mental Health Services Act Fund; Health (Short/Doyle) Fund; Vector Control Fund; Paramedic Tax Fund; Playground Camp Fund; State Transportation Tax Fund; Rental Housing Safety Program Fund; Parks Tax Fund; Street Light Assessment District Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Parking Meter Fund; Equipment Maintenance Fund; Building Maintenance Fund; and Central Services Fund.
- r. To the Equipment Maintenance Fund from General Fund; Health (General) Fund; Mental Health Services Act Fund; Health (Short/Doyle) Fund; Vector Control Fund; Paramedic Tax Fund; Library - Discretionary Fund; Playground Camp Fund; State Transportation Tax Fund; Rental Housing Safety Program Fund; Rent Stabilization Board Fund; Parks Tax Fund; Street Light Assessment District Fund; FEMA Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Off Street Parking Fund; Parking Meter Fund; Equipment Maintenance Fund; Building Maintenance Fund; and Central Services Fund.
- s. To the Building Maintenance Fund from the General Fund; Health (General) Fund; Health (Short/Doyle) Fund; Measure B Local Street & Road Fund; Parks Tax Fund; Street Light Assessment District Fund; Zero Waste Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Off Street Parking Fund; Parking Meter Fund; Equipment Maintenance Fund; Building Maintenance Fund; and Mental Health State Aid Realignment Fund.
- t. To the Central Services Fund from the General Fund; First Source Fund; Health (Short/Doyle) Fund; Library-Discretionary Fund; Playground Camp Fund; Rent Stabilization Board Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation; Building Purchases & Management Fund; Building Maintenance Fund; Central Services Fund; and Mental Health State Aid Realignment Fund.
- u. To Information Technology Cost Allocation Plan Fund from General Fund; Target Case Management/Linkages Fund; Health (Short/Doyle); Library Fund; Playground Camp Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Rent Stabilization Board Fund; Parks Tax Fund; Street Light Assessment District Fund; Zero Waste Fund; Marina

Operations/Maintenance Fund; Sanitary Sewer Operation; Clean Storm Water Fund; Permit Service Center Fund; Off Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Equipment Maintenance Fund; Building Maintenance Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; and Mental Health State Aid Realignment Fund.

- v. To the Workers' Compensation Self-Insurance Fund from General Fund; Special Tax for Severely Disabled Measure E Fund; First Source Fund; HUD Fund; ESGP Fund; Health (General) Fund; Target Case Management/Linkages Fund; Mental Health Service Act Fund; Health (Short/Doyle) Fund; EPSDT Expansion Proposal Fund; Senior Nutrition (Title III) Fund; C.F.P. Title X Fund; Fund Raising Activities Fund; Berkeley Unified School District Grant; Vector Control Fund; Paramedic Tax Fund; Alameda County Grants Fund; Senior Supportive Social Services Fund; Family Care Support Program Fund; Domestic Violence Prevention – Vital Statistics Fund; Affordable Housing Mitigation; Inclusionary Housing Program; Library – Discretionary Fund; Playground Camp Fund; Community Action Program Fund; State Proposition 172 Public Safety Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Measure B Local State & Road Fund; Measure B Bike & Pedestrian Fund; Measure B – Paratransit Fund; Measure F Alameda County Vehicle Registration Fee Streets & Roads Fund; Measure BB – Paratransit Fund; Fair Election Fund; Measure U1 Fund; One-Time Grant: No Cap Expense Fund; Rent Stabilization Board Fund; Parks Tax Fund; Measure GG – Fire Prep Tax Fund; Street Lighting Assessment District Fund; Employee Training Fund; Private Percent – Art Fund; Measure T1 – Infrastructure & Facilities Fund; FUND\$ Replacement Fund; Capital Improvement Fund; FEMA Fund; CFD #1 District Fire Protect Bond Fund; Special Tax Bonds CFD#1 ML-ROOS Fund; Shelter+Care HUD Fund; Shelter+Care County Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Private Sewer Lateral Fund; Permit Service Center Fund; Off-Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Equipment Replacement Fund; Equipment Maintenance Fund; Building Maintenance Fund; Central Services Fund; Workers' Compensation Fund; Public Liability Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; Tobacco Control Trust Fund; Mental Health State Aid Realignment Fund; Alameda Abandoned Vehicle Abatement Authority; and Bio-Terrorism Grant Fund.
- w. To the Sick Leave and Vacation Leave Accrual Fund from General Fund; Special Tax for Severely Disabled Measure E Fund; First Source Fund; HUD Fund; ESGP Fund; Health (General) Fund; Target Case Management/Linkages Fund; Mental Health Service Act Fund; Health (Short/Doyle) Fund; EPSDT Expansion Proposal Fund; Senior Nutrition (Title III) Fund; C.F.P. Title X Fund; Fund Raising Activities Fund; Berkeley Unified School District Grant; Vector Control Fund; Paramedic Tax Fund; Alameda County Grants Fund; Senior Supportive Social Services Fund; Family Care Support Program Fund; Domestic Violence Prevention – Vital

Statistics Fund; Affordable Housing Mitigation; Inclusionary Housing Program; Library – Discretionary Fund; Playground Camp Fund; Community Action Program Fund; State Proposition 172 Public Safety Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Measure B Local State & Road Fund; Measure B Bike & Pedestrian Fund; Measure B – Paratransit Fund; Measure F Alameda County Vehicle Registration Fee Streets & Roads Fund; Measure BB – Paratransit Fund; Fair Election Fund; Measure U1 Fund; One-Time Grant: No Cap Expense Fund; Rent Stabilization Board Fund; Parks Tax Fund; Measure GG – Fire Prep Tax Fund; Street Lighting Assessment District Fund; Employee Training Fund; Private Percent – Art Fund; Measure T1 – Infrastructure & Facilities Fund; FUND\$ Replacement Fund; Capital Improvement Fund; FEMA Fund; CFD #1 District Fire Protect Bond Fund; Special Tax Bonds CFD#1 ML-ROOS Fund; Shelter+Care HUD Fund; Shelter+Care County Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Private Sewer Lateral Fund; Permit Service Center Fund; Off-Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Equipment Replacement Fund; Equipment Maintenance Fund; Building Maintenance Fund; Central Services Fund; Workers’ Compensation Fund; Public Liability Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; Tobacco Control Trust Fund; Mental Health State Aid Realignment Fund; Alameda Abandoned Vehicle Abatement Authority; and Bio-Terrorism Grant Fund.

- x. To the Payroll Deduction Trust Fund from General Fund; Special Tax for Severely Disabled Measure E Fund; First Source Fund; HUD Fund; ESGP Fund; Health (General) Fund; Target Case Management/Linkages Fund; Mental Health Service Act Fund; Health (Short/Doyle) Fund; EPSDT Expansion Proposal Fund; Senior Nutrition (Title III) Fund; C.F.P. Title X Fund; Fund Raising Activities Fund; Berkeley Unified School District Grant; Vector Control Fund; Paramedic Tax Fund; Alameda County Grants Fund; Senior Supportive Social Services Fund; Family Care Support Program Fund; Domestic Violence Prevention – Vital Statistics Fund; Affordable Housing Mitigation; Inclusionary Housing Program; Library – Discretionary Fund; Playground Camp Fund; Community Action Program Fund; State Proposition 172 Public Safety Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Measure B Local State & Road Fund; Measure B Bike & Pedestrian Fund; Measure B – Paratransit Fund; Measure F Alameda County Vehicle Registration Fee Streets & Roads Fund; Measure BB – Paratransit Fund; Fair Election Fund; Measure U1 Fund; One-Time Grant: No Cap Expense Fund; Rent Stabilization Board Fund; Parks Tax Fund; Measure GG – Fire Prep Tax Fund; Street Lighting Assessment District Fund; Employee Training Fund; Private Percent – Art Fund; Measure T1 – Infrastructure & Facilities Fund; FUND\$ Replacement Fund; Capital Improvement Fund; FEMA Fund; CFD #1 District Fire Protect Bond Fund; Special Tax Bonds CFD#1 ML-ROOS Fund; Shelter+Care HUD Fund; Shelter+Care County Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Private Sewer Lateral Fund; Permit Service Center Fund; Off-Street

Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Equipment Replacement Fund; Equipment Maintenance Fund; Building Maintenance Fund; Central Services Fund; Workers' Compensation Fund; Public Liability Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; Tobacco Control Trust Fund; Mental Health State Aid Realignment Fund; Alameda Abandoned Vehicle Abatement Authority; and Bio-Terrorism Grant Fund; PERS Savings; Sick Leave Entitlement.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a special meeting of the Council of the City of Berkeley held on June 23, 2026, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Blackaby, Humbert, Kesarwani, Lunaparra, O'Keefe, Taplin, Tregub, and Ishii.

Noes: None.

Absent: None.

**Attachment for Annual Appropriations Ordinance - Fiscal Year 2027**

**REVOLVING FUNDS/INTERNAL SERVICE FUNDS**

Appropriations are identified with revolving and internal service funds. Such funds derive revenue by virtue of payment from other fund sources as benefits are received by such funds, and the total is reflected in the "Less Revolving Funds and Internal Service Funds" in item I. The funds are:

**Revolving/Internal Service Funds**

|                                                  |                      |
|--------------------------------------------------|----------------------|
| Employee Training Fund                           | 832,239              |
| Equipment Replacement Fund                       | 14,071,895           |
| Equipment Maintenance Fund                       | 11,072,559           |
| Building Maintenance Fund                        | 4,849,695            |
| Central Services Fund                            | 413,179              |
| Workers' Compensation Fund                       | 6,567,967            |
| Public Liability Fund                            | 3,760,097            |
| Information Technology Fund                      | 16,990,615           |
| <b>Subtotal Revolving/Internal Service Funds</b> | <b>\$ 58,558,246</b> |

**DUAL APPROPRIATIONS - WORKING BUDGET**

Dual appropriations are identified with revenues generated by one fund and transferred to another fund. Both funds are credited with the applicable revenue, and the total is reflected in the "Less Dual Appropriations" in item I. The dual appropriations are:

Transfers to the General Fund

|                                            |                     |
|--------------------------------------------|---------------------|
| <u>Indirect Cost Reimbursement</u>         |                     |
| CDBG Fund                                  | 176,194             |
| Street Light Assessment District Fund      | 165,368             |
| Zero Waste Fund                            | 3,054,931           |
| Marina Enterprise Fund                     | 484,283             |
| Sanitary Sewer Fund                        | 1,441,311           |
| Clean Storm Water Fund                     | 258,425             |
| Permit Service Center Fund                 | 2,782,679           |
| Unified Program (CUPA) Fund                | 124,934             |
| <b>Subtotal Transfers to General Fund:</b> | <b>\$ 8,488,125</b> |

|                                                                              |                       |
|------------------------------------------------------------------------------|-----------------------|
| Transfer to Measure U1 Fund from General Fund                                | 6,600,000             |
| Transfer to Animal Shelter Fund from General Fund                            | 2,454,237             |
| Transfer to PERS Savings Fund from General Fund                              | 500,000               |
| Transfer to Health State Aid Realignment from General Fund                   | 1,953,018             |
| Transfer to Fair Election Fund from General Fund                             | 612,210               |
| Transfer to Capital Improvement Fund (CIP) from General Fund                 | 13,438,105            |
| Transfer to Equipment Replacement Fund from General Fund                     | 1,355,362             |
| Transfer to Public Liability Fund from General Fund                          | 3,446,161             |
| Transfer to Catastrophic Loss Fund from General Fund                         | 9,628,358             |
| Transfer to Police Employee Retiree Health Assistance Plan from General Fund | 400,136               |
| Transfer to Sick Leave Entitlement Fund from General Fund                    | 367,604               |
| Transfer from GF Payroll Deduction Trust Fund to Employee Training Fund      | 750,000               |
| Transfer to Local Housing Trust Fund from Measure U1 Fund                    | 1,855,000             |
| Transfer to Library Reserve Fund from Library-Tax Fund                       | 8,772,214             |
| Transfer to General Fund from Health State Aid Realignment Fund              | 2,821,293             |
| Transfer to Paramedic Tax Fund from Measure FF - Public Safety Fund          | 757,925               |
| Transfer to Berkeley Repertory Theater Debt Service Fund from CIP Fund       | 499,802               |
| Transfer from CIP Fund to 2010 COP (Animal Shelter) Fund                     | 402,613               |
| Transfer to Private Sewer Lateral Fund from Sewer Fund                       | 90,501                |
| Transfer to Catastrophic Loss Fund from Permit Service Center Fund           | 50,555                |
| Transfer to Catastrophic Loss Fund from Unified Program (CUPA) Fund          | 5,082                 |
| Transfer to General Fund from IT Cost Allocation Fund                        | 1,080,728             |
| Transfer to GF Payroll Deduction Trust Fund from Sick Leave Entitlement Fund | 273,854               |
| Transfer to First Source Fund from Parks Tax Fund                            | 41,438                |
| Transfer to First Source Fund from Capital Improvement Fund                  | 80,154                |
| Transfer to Public Art Fund from Parks Tax Fund                              | 72,516                |
| Transfer to Public Art Fund from Measure FF-Streets                          | 271,279               |
| Transfer to Public Art Fund from Capital Improvement Fund                    | 140,270               |
| Subtotal Transfers to Other Funds:                                           | <u>58,720,413</u>     |
| Sub-Total Dual Appropriations                                                | <u>\$ 67,208,538</u>  |
| <b>Grand Total Dual Appropriations</b>                                       | <b>\$ 125,766,784</b> |

## SUMMARY OF APPROPRIATIONS BY FUND

| ERMA<br>Fund # Fund                            | FY 2027 Adopted |
|------------------------------------------------|-----------------|
| 11 General Fund Discretionary                  | 315,014,545     |
| 13 GF - Payroll Deduction Trust                | 750,000         |
| 16 Measure U1 - Housing                        | 11,475,988      |
| 101 Library - Tax                              | 38,873,066      |
| 102 Library - Trans Based                      | 3,800,000       |
| 103 Library - Grants                           | 110,000         |
| 104 Library - Friends & Gift                   | 183,000         |
| 105 Library - Foundation                       | 200,000         |
| 106 Asset Forfeiture                           | 61,000          |
| 107 Special Tax Measure E                      | 1,972,678       |
| 108 Workforce Investment                       | 61,379          |
| 110 Sec 108 Loan Gty Asst.                     | 1,183,612       |
| 111 Fund Raising Activities                    | 258,662         |
| 113 Gilman Sports Field                        | 345,014         |
| 115 Animal Shelter                             | 2,818,172       |
| 116 Paramedic Tax                              | 5,158,767       |
| 119 Domestic Violence Prev - Vit Stat          | 31,261          |
| 120 Affordable Housing Mitigation              | 25,347,986      |
| 121 Affordable Child Care                      | 240,982         |
| 122 Inclusionary Housing Program               | 606,924         |
| 123 Condo Conversion                           | 933,121         |
| 125 Playground Camp                            | 5,591,322       |
| 126 State-Prop 172 Pub.Safety                  | 303,150         |
| 127 State Transportation Tax                   | 10,602,412      |
| 128 CDBG                                       | 3,234,680       |
| 129 Rental Housing Safety Program              | 2,508,173       |
| 131 Measure B - Bike & Pedestrian              | 42,396          |
| 133 Measure F Alameda County VRF St & Rd       | 749,879         |
| 134 Measure BB - Local St & Road               | 9,914,294       |
| 135 Measure BB - Bike & Pedestrian             | 1,915,592       |
| 136 Measure BB - Paratransit                   | 943,791         |
| 137 One-Time Funding                           | 5,114,300       |
| 138 Parks Tax                                  | 26,089,319      |
| 139 Streets and Open Space Improvement (SOSIP) | 2,800,000       |
| 140 Measure GG - Fire Prep Tax                 | 5,738,458       |
| 142 Streetlight Assesment District             | 3,960,537       |
| 143 Berkeley Bus Ec Dev                        | 156,387         |
| 145 Bayer-Miles Lab                            | 100,000         |
| 146 Employee Training                          | 832,239         |
| 147 UC Settlement                              | 5,624,244       |
| 148 Cultural Trust                             | 186,830         |
| 149 Private Party Sidewalks                    | 300,000         |
| 150 Public Art Fund                            | 162,252         |
| 152 Vital & Health Statistics Trust Fund       | 23,550          |

## SUMMARY OF APPROPRIATIONS BY FUND

| ERMA<br>Fund # Fund                         | FY 2027 Adopted |
|---------------------------------------------|-----------------|
| 156 Hlth State Aid Realign Trust            | 5,419,935       |
| 157 Tobacco Cont.Trust                      | 358,174         |
| 158 Mental Health State Aid Realign         | 4,008,124       |
| 159 Citizens Option Public Safety Trust     | 658,140         |
| 161 Alameda Cty Abandoned Vehicle Abatement | 119,570         |
| 164 Measure FF - Public Safety              | 11,629,476      |
| 165 Fair Elections                          | 672,470         |
| 166 Measure FF - Street Repair              | 27,180,781      |
| 302 Operating Grants - State                | 7,989,032       |
| 305 Capital Grants - Federal                | 500,000         |
| 306 Capital Grants - State                  | 1,547,000       |
| 307 Capital Grants - Local                  | 758,250         |
| 309 OTS DUI Enforcement Education Prg.      | 253,900         |
| 310 HUD/Home                                | 1,595,935       |
| 311 ESG                                     | 226,367         |
| 312 Health (General)                        | 2,638,541       |
| 313 Target Case Management Linkages         | 932,067         |
| 315 Mental Health Service Act               | 13,425,796      |
| 316 Health (Short/Doyle)                    | 3,980,850       |
| 317 EPSDT Expansion Proposal                | 437,043         |
| 318 Alcoholic Bev Ctr OTS/UC                | 97,330          |
| 319 Youth Lunch                             | 41,782          |
| 320 Sr. Nutrition Title III                 | 246,233         |
| 321 CFP Title X                             | 179,713         |
| 324 BUSD Grant                              | 269,807         |
| 326 Alameda County Grants                   | 621,735         |
| 328 Family Care Support Program             | 115,112         |
| 329 CA Integrated Waste Management          | 23,244          |
| 331 Housing Mitigation                      | 1,345,533       |
| 333 CALHOME                                 | 202,744         |
| 334 CSBG                                    | 329,232         |
| 336 One-Time Grant: No Cap Exp              | 1,889,431       |
| 339 MTC                                     | 1,122,000       |
| 340 FEMA                                    | 3,249,982       |
| 341 Alameda Cty Waste Mgt.                  | 500,000         |
| 343 State Dept Conserv/Recylg               | 32,000          |
| 347 Shelter+Care HUD                        | 7,230,907       |
| 348 Shelter+Care County                     | 1,024,051       |
| 349 JAG Grant                               | 50,000          |
| 350 Bioterrorism Grant                      | 321,938         |
| 501 Capital Improvement Fund                | 14,803,696      |
| 502 Phone System Replacement                | 449,408         |
| 503 FUND\$ Replacement                      | 2,159,869       |
| 504 PEG-Public, Education & Government      | 267,210         |

## SUMMARY OF APPROPRIATIONS BY FUND

| ERMA<br>Fund # Fund                        | FY 2027 Adopted |
|--------------------------------------------|-----------------|
| 511 Measure T1 - Infra & Facil.            | 212,498         |
| 512 Measure O                              | 34,314,198      |
| 552 09 Measure FF Debt Service             | 1,336,638       |
| 553 2015 GORBS                             | 2,062,791       |
| 554 2012 Lease Revenue Bonds BJPFA         | 501,283         |
| 555 2015 GORBS - 2002 G.O. Refunding Bonds | 381,552         |
| 556 2015 GORBS (2007, Series A)            | 143,615         |
| 557 2015 GORBS (2008 Measure I)            | 483,822         |
| 558 2010 COP (Animal Shelter)              | 140,085         |
| 559 Measure M GO Street & Water Imps       | 1,635,600       |
| 560 Infrastructure & Facilities Measure T1 | 3,752,681       |
| 561 Measure O - Housing Bonds              | 6,903,033       |
| 601 Zero Waste                             | 64,052,954      |
| 608 Marina Operation                       | 7,535,322       |
| 611 Sewer                                  | 41,215,597      |
| 612 Private Sewer Lateral FD               | 77,848          |
| 616 Clean Storm Water                      | 9,876,763       |
| 621 Permit Service Center                  | 28,635,790      |
| 622 Unified Program (CUPA)                 | 1,172,868       |
| 627 Off Street Parking                     | 7,700,602       |
| 631 Parking Meter                          | 9,419,091       |
| 636 Building Purchases and Management      | 2,311,026       |
| 671 Equipment Replacement                  | 14,071,895      |
| 672 Equipment Maintenance                  | 11,072,559      |
| 673 Building Maintenance Fund              | 4,849,695       |
| 674 Central Services                       | 413,179         |
| 676 Workers Compensation                   | 6,567,967       |
| 678 Public Liability                       | 3,760,097       |
| 679 Catastrophic Loss                      | 3,447,023       |
| 680 IT Cost Allocation                     | 16,990,615      |
| 706 Police Medical Trust Fund              | 48,281          |
| 721 Retiree Medical Trust Fund - BHA       | 2,970           |
| 722 Retiree Medical Trust Fund - IBEW      | 2,563           |
| 723 Retiree Medical Trust Fund - Local 1   | 22,595          |
| 724 Retiree Medical Trust Fund - Z1 Mgmt.  | 4,000           |
| 725 Retiree Medical Trust Fund - Z2 To Z6  | 12,000          |
| 726 Retiree Medical Trust Fund - Local 535 | 32,191          |
| 727 Retiree Medical Trust Fund - Local 790 | 37,106          |
| 731 Police EE Retiree Health Ast Plan      | 6,500           |
| 736 Fire Medical Trust Fund                | 45,571          |
| 762 Successor Agency - Savo DSF            | 57,120          |
| 774 Sustainable Energy - 2                 | 17,038          |
| 776 Thousand Oaks Underground              | 97,006          |
| 777 Measure H - School Tax                 | 500,000         |

**SUMMARY OF APPROPRIATIONS BY FUND**

| <b>ERMA<br/>Fund # Fund</b>                   | <b>FY 2027 Adopted</b> |
|-----------------------------------------------|------------------------|
| 778 Measure Q - CFD#1 Dis. Fire Protect Bond  | 108,850                |
| 779 Spl Tax Bds. CFD#1 ML-ROOS                | 779,811                |
| 780 Sick Leave Entitlement                    | 322,955                |
| 781 Berkeley Tourism BID                      | 2,298,135              |
| 782 Elmwood Business Improvement District     | 30,000                 |
| 783 Solano Ave BID                            | 25,000                 |
| 784 Telegraph Avenue Bus. Imp. District       | 667,525                |
| 785 North Shattuck BID                        | 248,903                |
| 786 Downtown Berkeley Prop & Improv. District | 2,668,086              |
| 801 Rent Board                                | 11,298,855             |
| <b>GROSS EXPENDITURE:</b>                     | <b>921,596,116</b>     |
| Dual Appropriations                           | (67,208,538)           |
| Revolving & Internal Service Funds            | (58,558,246)           |
| <b>NET EXPENDITURE:</b>                       | <b>795,829,332</b>     |



Office of the City Manager

CONSENT CALENDAR  
July 7, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Submitted by: Kevin Fong, Director, Information Technology  
 Subject: Contract No. 114159-1 Amendment: Tyler Technologies, Inc. for Computer Aided Dispatch (CAD) Software

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 114159-1 with Tyler Technologies, Inc. for the continued maintenance and support of the Computer Aided Dispatch (CAD) software and associated public safety systems, increasing the contract amount \$750,000 for a revised total contract value not-to-exceed of \$ 3,684,123, and extending the term of the contract for two additional years through June 30, 2028.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the extension of CAD licenses and maintenance is included in the Fiscal Year (FY) 2027 and FY 2028 General Fund (Fund 011) IT software maintenance budget. Spending in future years remains subject to City Council’s approval of the citywide budget and annual appropriation ordinances.

|         |                  |                                                 |
|---------|------------------|-------------------------------------------------|
| FY 2027 | \$375,000        | Account No. 011-35-362-377-0000-000-412-613130- |
| FY 2028 | \$375,000        | Account No. 011-35-362-377-0000-000-412-613130- |
|         | <b>\$750,000</b> | <b>Total FY 2027-FY 2028</b>                    |

CURRENT SITUATION AND ITS EFFECTS

The City utilizes Tyler Technologies’ New World Public Safety System as the core platform supporting Police operations, Fire response, and all 911 emergency communications. This system serves as the operational backbone for public safety, enabling dispatchers and first responders to receive, process, and respond to emergency calls in real time.

The software suite integrates multiple critical functions, including Computer Aided Dispatch (CAD), Law Enforcement Records Management (LERMS), Jail Management, Mobile Field Reporting, and Mobile Data Terminals (MDTs) deployed across police and fire vehicles. Together, these systems provide a unified environment for managing emergency incidents, coordinating field response, and maintaining accurate records.

Because every 911 call placed within the City of Berkeley is processed through this system, its reliability and availability are essential to maintaining effective emergency response. Any disruption, whether due to system failure, lack of vendor support, or outdated software, would directly impact response times, coordination among first responders, and overall situational awareness during critical incidents.

Maintaining an active maintenance and support agreement ensures continuous system availability, timely security updates, regulatory compliance, and immediate access to vendor expertise in the event of system issues.

Effective January 1, 2026, local agencies are required to satisfy noticing requirements for certain contracts for services that meet the criteria outlined in Government Code Section 3504.1 as amended by AB 339. This project does not meet the criteria in Government Code Section 3504.1 and is exempt from the noticing requirement.

#### BACKGROUND

In 2006, City Council authorized the execution of a contract with New World Systems, Inc. for the acquisition and implementation of public safety hardware and software following a competitive Request for Proposal process. After extensive configuration, testing, and integration, the initial modules Computer Aided Dispatch and Mobile Data Terminals went live in April 2009.

Subsequent modules, including Records Management, Jail Management, and Mobile Field Reporting, were implemented between 2010 and 2011, significantly expanding system capabilities and enabling the transition from paper-based processes to a modern, electronic environment.

In 2015, Tyler Technologies acquired New World Systems, and the City's contract was transitioned accordingly. Additional enhancements have since been implemented, including Mobile Ticketing, Fire field reporting modules, and system upgrades to support compliance with State and Federal requirements such as the Warren 911 Emergency Assistance Act and California Assembly Bill 1168.

In January 2024, the City completed a comprehensive upgrade of all New World system modules to the latest supported version, ensuring continued access to vendor support, enhanced functionality, and compliance with evolving regulatory requirements.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The Tyler New World system supports the City's transition away from paper-based processes by enabling electronic records management and digital workflows across Police and Fire operations. This reduces paper consumption and improves operational efficiency.

In addition, integration with GIS mapping systems enhances the accuracy of dispatch locations, reducing unnecessary travel and improving response efficiency. These improvements contribute to a more environmentally sustainable and operationally effective public safety infrastructure.

#### RATIONALE FOR RECOMMENDATION

The Tyler New World system is a mission-critical public safety platform that directly supports the City's ability to respond to emergencies, coordinate field operations, and maintain compliance with regulatory requirements. The Computer Aided Dispatch system, in particular, is central to all 911 communications and serves as a critical component of the City's Emergency Operations Center and disaster response framework.

Maintaining this system under an active support agreement ensures continued access to software updates, security patches, and vendor technical support. These services are essential for maintaining system reliability, protecting against cybersecurity threats, and ensuring uninterrupted emergency response capabilities.

If the City were to forgo this maintenance agreement, it would lose access to vendor support and updates, resulting in increased vulnerability to system failures, security risks, and potential non-compliance with State and Federal mandates. Over time, this would significantly degrade the City's ability to provide timely and effective emergency services.

Given the system's direct impact on life safety and emergency response, continued investment in maintenance and support is operationally necessary and aligns with the City's strategic goal to create a resilient, safe, connected and prepared City.

#### ALTERNATIVE ACTIONS CONSIDERED

The alternative of not approving this amendment would result in the termination of vendor maintenance and support services. This would eliminate access to software updates, technical assistance, and security patches, increasing the likelihood of system failures and prolonged outages.

Without vendor support, the City would be required to rely on ad hoc or third-party solutions, which would likely result in higher costs, longer resolution times, and increased operational risk. Most importantly, this would negatively impact the City's ability to deliver timely emergency response services to the community.

#### CONTACT PERSON

Kevin Fong, Director Information Technology, 510-981-6525

Attachments:  
1: Resolution

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

CONTRACT NO. 114159-1 AMENDMENT: TYLER TECHNOLOGIES, INC. FOR PROFESSIONAL SERVICES AND COMPUTER AIDED DISPATCH (CAD) SOFTWARE

WHEREAS, the City of Berkeley utilizes the Tyler Technologies New World Public Safety System as the primary platform supporting Police, Fire, and 911 emergency communications; and

WHEREAS, this system is a mission-critical component of the City's public safety infrastructure, enabling real-time emergency response and coordination of Police and Fire services; and

WHEREAS, with Council approval, the City has previously entered into and amended Contract No. 114159-1 with Tyler Technologies, Inc. for the provision of software licensing, maintenance, and support services; and

WHEREAS, the continued operation, maintenance, and vendor support of this system are essential to ensuring life safety services, regulatory compliance, and disaster response readiness; and

WHEREAS, funding for this contract amendment in the amount of \$750,000 is available in the Fiscal Year 2027 and 2028 General Fund IT software maintenance budget. Spending in future years remains subject to City Council's approval of the Citywide budget and annual appropriation ordinances; and

WHEREAS, this contract is exempt from the noticing requirements set forth in Government Code Section 3504.1.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to amend Contract No. 114159-1 with Tyler Technologies, Inc. to extend the term of the contract for two additional years through June 30, 2028, and to increase the contract amount by \$750,000, for a revised total contract value not-to-exceed of \$3,684,123.



Office of the City Manager

CONSENT CALENDAR  
July 7, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Submitted by: Jordan Klein, Director, Planning and Development Department  
 Subject: Contract: Willdan Financial Services for Updates to Nexus Studies

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract with Willdan Financial Services, to make updates to five nexus studies in support of City development fees, in an amount not to exceed \$80,115, and authorizing the City Manager to execute any amendments, extensions, or change orders until the project is completed.

FISCAL IMPACTS OF RECOMMENDATION

Contract costs will be apportioned based on the average annual revenues received over the previous five years from each of the five fees being studied under this contract: Public Art on Private Development, Streets and Open Space Improvement Plan (SOSIP), Privately Owned Public Open Space (POPOS), Child Care Impact Fee for Commercial Projects, and Affordable Housing Impact fee on Commercial Projects. Funds will be available in proportion to the amounts into which revenue from these development fees is received, as follows:

| <b>FUND</b>                   | <b>Share</b> | <b>Amount</b> | <b>Funding Codes</b>                    |
|-------------------------------|--------------|---------------|-----------------------------------------|
| Public Art                    | <b>29%</b>   | \$ 23,233     | 148-21-208-252-0000-000-446-612990      |
| SOSIP                         | <b>38%</b>   | \$ 30,444     | 139-54-622-662-0000-000-431-612990-     |
| POPOS                         | <b>5%</b>    | \$ 4,006      | 139-54-622-662-0000-000-431-612990-     |
| Commercial Child Care         | <b>6%</b>    | \$ 4,807      | 121-51-504-533-2074-000-000-446-612990- |
| Commercial Affordable Housing | <b>22%</b>   | \$ 17,625     | 331-51-504-530-0000-000-446-612990-     |

CURRENT SITUATION AND ITS EFFECTS

Cities are obligated under state law to periodically update the nexus studies which justify various kinds of development fees. A nexus study demonstrates the connection between the effects of a development project on a need or service which a jurisdiction

provides. Updating nexus studies provides the justification for a City to charge a development fee to remediate the impacts from a development project, and establishes a range of fee rates which are reasonable for that purpose.

On February 24, 2026, the City Council approved a request for procurement authority under Specification No. 26-11783, authorizing a Request for Proposals (RFP) to select a vendor to update the nexus studies for the five different City development fee programs listed above. A different City fee, the Inclusionary Housing In-Lieu Fee, has already been updated separately and is not included in the proposed scope of work of this contract.

The City issued an RFP on March 3, 2026, and received two bids from firms to conduct the work to update the nexus studies. A panel was convened with representatives from the Planning and Development Department, the Public Works Department, the Health, Housing, and Community Services Department, and the City Manager's Office representing the Civic Arts Program. The panel reviewed the submittals received, and found both firms to be well-qualified, but unanimously scored the bid from Willdan Financial Services the highest.

The scope of services under the proposed contract will include:

- Background research on the five fees and their original nexus studies and justifications.
- Comparison to similar fees set in neighboring jurisdictions.
- New, methodologically sound nexus studies for each of the five fees demonstrating the needs which each fee seeks to address, the impacts on those needs by proposed new development projects, and the appropriate fee rates to mitigate a project's impacts.
- A full report and summary of findings for the work performed.
- Assistance with preparations to present the findings to the City Council, and availability to appear at such presentations upon request.

This project advances the City's Strategic Plan goals to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities; and to create affordable housing and housing support service for our most vulnerable community members.

Effective January 1, 2026, local agencies are required to satisfy noticing requirements for certain contracts for services that meet the criteria outlined in Government Code Section 3504.1 as amended by AB 339. This project does not meet the criteria in Government Code Section 3504.1 and is exempt from the noticing requirement.

### BACKGROUND

California's Mitigation Fee Act (Government Code § 66000 et seq.) requires local agencies charging development fees to publish certain information about those fees, including summaries of revenues collected and expenditures made in fulfillment of the

purposes for which the fees are levied. State law AB 602, which became effective in January 2022, further mandated that nexus studies for such fees be updated within eight years, and the results be made publicly available. Successful conclusion of the scope of work in this proposed contract, and publication of the results on the City webpage, would bring the City of Berkeley into compliance with these mandates.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Many of the services delivered from revenues collected under these fee programs have positive effects on City sustainability metrics, including the promotion of urban infill housing, the maintenance of downtown infrastructure and amenities to support such housing, and the provision of open space, public art, and childcare resources to foster a more livable urban environment.

#### RATIONALE FOR RECOMMENDATION

Updating the justifications for City development fees will allow Berkeley to continue to receive revenues to mitigate the impacts of development on the City, and will allow Berkeley to be in compliance with AB 602 mandates prior to the 2030 deadline.

#### ALTERNATIVE ACTIONS CONSIDERED

None.

#### CONTACT PERSON

Jordan Klein, Director, Planning and Development Department, (510) 981-7534  
Jim Bondi, Associate Management Analyst, Planning and Development Department,  
(510) 981-7428

#### Attachments:

1: Resolution

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

CONTRACT: WILLDAN FINANCIAL SERVICES FOR UPDATES TO NEXUS STUDIES

WHEREAS, the City of Berkeley levies fees to mitigate various kinds of impacts from development projects, including fees for Public Art on Private Development, for the Streets and Open Space Improvement Plan (SOSIP), for Privately Owned Public Open Space (POPOS), for Child Care Impacts from Commercial Projects, and for Affordable Housing Impacts from Commercial Projects; and

WHEREAS, state law and best practices require that the nexus studies which justify such fees be periodically updated and made publicly available; and

WHEREAS, the City released a Request for Proposals under Specification No. 26-11783, seeking bids from firms to prepare updates to the nexus studies which support these five fees; and

WHEREAS, a panel of reviewers from multiple City departments scored the bids received, and unanimously recommended Willdan Financial Services as highly qualified and the best value to the City to perform the requested work; and

WHEREAS, funding in the amount of \$80,115 is available in the Public Art, SOSIP, POPOS, Commercial Child Care, and Commercial Affordable Housing Funds, to be apportioned in amounts reflective of the average annual revenue received in each Fund; and

WHEREAS, this contract is exempt from the noticing requirements set forth in Government Code Section 3504.1.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract with Willdan Financial Services, to update the nexus studies for the Public Art, SOSIP, POPOS, Commercial Child Care, and Commercial Affordable Housing fees, in an amount not to exceed \$80,115, and authorizing the City Manager to execute any amendments, extensions, or change orders until the project is completed.



Office of the City Manager

CONSENT CALENDAR  
July 7, 2026

To: Honorable Mayor and Members of the City Council  
From: Paul Buddenhagen, City Manager  
Submitted by: Jennifer Louis, Chief of Police  
Subject: Revenue Grant Agreements: 2024 and 2025 Edward J. Byrne Memorial Justice Assistance (JAG) for Berkeley Police Department Costs

RECOMMENDATION

Adopt two Resolutions authorizing the City Manager or designee to submit grant agreements to Alameda County Sheriff’s Office, to accept the grants, and execute any resultant revenue agreements and amendments to be used for funding overtime costs associated with focused` crime suppression activities, community safety initiatives, and staffing for high impact community events.

1. **Edward J. Byrne Justice Assistance Grant (JAG) 2024 Local** in the projected amount of \$40,714 with a 10% admin fee with a net allocation of \$36,642.60 for the period of 10/1/23 to 9/30/2027.
2. **Edward J. Byrne Justice Assistance Grant (JAG) 2025 Local** in the projected amount of \$47,856 with a 10% admin Fee with a net allocation of \$43,070.40 for the period to be determined at time of contract execution.

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley will receive funds in the amount of \$79,713 through the Alameda County Sheriff’s Office as fiscal agent for the Edward J. Byrne Justice Assistance Grant Program, starting Fiscal Year 2024 from the sources listed below. There is a 10% administrative fee that is included in the final allocated amount.

1. **Edward J. Byrne Justice Assistance Grant (JAG) 2024 Local:** This contract is anticipated to be for \$40,714 with a 10% admin fee with a net allocation of \$36,642.60 for the period of 10/1/23 to 9/30/2027. There is no match required.
2. **Edward J. Byrne Justice Assistance Grant (JAG) 2025 Local:** This contract is anticipated to be for \$47,856 with a 10% admin Fee with a net allocation of \$43,070.40 for the period to be determined at time of contract execution. There is no match required.

### CURRENT SITUATION AND ITS EFFECTS

The Police Department will use these federal funds to help relieve the pressures on the General Fund relative to overtime costs to be used for staffing associated with focused crime suppression activities, community safety initiatives, and staffing necessary for high impact community events.

### BACKGROUND

The Federal Government has consolidated the Byrne Memorial grants and the Local Law Enforcement Block Grants (LLEBG) to create the Edward J. Byrne Memorial Justice Assistance (JAG) program. The LLEBG was a significant source of funding for the Berkeley Police Department in the 1990's, however, funds have dwindled significantly since. The Byrne Memorial Grant has always been received by the Alameda County Sheriff's Office for the countywide narcotics task force.

The JAG program funding is based on a formula that includes population and reported crime rates. The program requires joint application by all eligible agencies in Alameda County. The Alameda County Police Chiefs' and Sheriff's Association agreed to have the Alameda County Sheriff's Office process the application and act as a fiscal agent for the contract. For that responsibility, the County retains 10% of the total funding. The funds are allocated again to the countywide narcotics task force and to the cities for unmet needs in law enforcement.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

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

### RATIONALE FOR RECOMMENDATION

The Berkeley grant allocation will be used to support overtime costs associated with focused crime suppression activities, enhanced community safety, and staffing necessary for high impact community events. These funds allow the Department to maintain a visible presence and deploy personnel strategically in response to emerging community needs without increasing General Fund expenditures. Examples of eligible use include directed patrols in areas experiencing elevated crime trends, special event staffing, and other operational deployments intended to enhance public safety.

### ALTERNATIVE ACTIONS CONSIDERED

There are no alternative funding sources currently available to support these crime prevention efforts.

### CONTACT PERSON

Oanh Guise, Administrative and Fiscal Services Manager, Police Department, 510-981-5976

Attachments:

- 1: Resolution: Edward J. Byrne Justice Assistance Grant (JAG) 2024 Local
- 2: Resolution: Edward J. Byrne Justice Assistance Grant (JAG) 2025 Local

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

EDWARD J. BYRNE JUSTICE ASSISTANCE GRANT (JAG) 2024 LOCAL

WHEREAS, the Federal Bureau of Justice Assistance will provide \$40,714 to the City of Berkeley Police Department to support crime reduction and public safety activities; and

WHEREAS, the Alameda County Sheriff's Office has agreed to administer this grant for ten percent of the total countywide grant award or \$4,071.40 resulting in a net award of \$36,642.60; and

WHEREAS, these funds may be used to support public safety operations and other eligible law enforcement activities consistent with grant requirements; and

WHEREAS, grant funds will be placed in 349-71-702-805-0000-000-000-431110- and expenditures taken from various 349-71-702-805-0000-000-421-\*; and

WHEREAS, the program supports proactive public safety efforts through enhanced police visibility, focused enforcement activities, and community safety initiatives.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to accept and allocate funding from the 2024 JAG program in the amount of \$36,642.60 to be used for funding overtime costs associated with focused crime suppression activities, community safety initiatives, and staffing necessary for high impact community events to promote enhanced community safety starting in Fiscal Year 2024.

July 7, 2026

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

EDWARD J. BYRNE JUSTICE ASSISTANCE GRANT (JAG) 2025 LOCAL

WHEREAS, the Federal Bureau of Justice Assistance will provide \$47,856 to the City of Berkeley Police Department to support crime reduction and public safety activities; and

WHEREAS, the Alameda County Sheriff's Office has agreed to administer this grant for ten percent of the total countywide grant award or \$4,785.60 resulting in a net award of \$43,070.40; and

WHEREAS, these funds may be used to support public safety operations and other eligible law enforcement activities consistent with grant requirements; and

WHEREAS, grant funds will be placed in 349-71-702-805-0000-000-000-431110- and expenditures taken from various 349-71-702-805-0000-000-421-\*; and

WHEREAS, the program supports proactive public safety efforts through enhanced police visibility, focused enforcement activities, and community safety initiatives.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to accept and allocate funding from the 2025 JAG program in the amount of \$43,070.40 to be used for funding overtime costs associated with focused crime suppression activities, community safety initiatives, and staffing necessary for high impact community events to promote enhanced community safety starting in the fiscal year to be determined at time of contract execution.





Office of the City Manager

CONSENT CALENDAR  
July 7, 2026

**To:** Honorable Mayor and Members of the City Council  
**From:** Paul Buddenhagen, City Manager  
**Submitted by:** Jennifer Louis, Chief of Police  
**Subject:** 2025 Annual Police Equipment Report

RECOMMENDATION

Adopt a Resolution approving the 2025 Annual Police Equipment Report pursuant to Assembly Bill 481 and Berkeley Municipal Code 2.100.

BACKGROUND

On May 11, 2021, the City of Berkeley adopted the Police Equipment and Community Safety Ordinance (Berkeley Municipal Code Chapter 2.100, Ordinance No. 7,760-N.S.), which requires the Berkeley Police Department (BPD) to submit an annual report on its use of specified controlled equipment for City Council approval for as long as the equipment remains available for use. Shortly afterward, on September 30, 2021, the State enacted Assembly Bill 481 (Government Code 7070), which established a parallel State requirement for an annual report on law enforcement "military equipment." For the 2021 through 2024 reporting periods, BPD prepared and submitted these as two separate annual reports covering a substantially overlapping set of equipment.

On February 10, 2026, the City Council adopted Ordinance No. 8,001-N.S., which rescinded and replaced Ordinance No. 7,760-N.S. and updated Chapter 2.100 to align the City's controlled-equipment reporting with State law. The updated chapter consolidates the City's annual controlled-equipment report and the AB 481 military-equipment report into a single annual report, eliminating duplicative reporting. Because Assembly Bill 481 excludes service-issued handheld pepper spray (oleoresin capsicum) from its reporting requirements under Government Code § 7070(c)(12), the consolidation initially removed handheld pepper spray from the scope of the annual report.

Following adoption of the consolidated ordinance, and at the recommendation of the Police Accountability Board, the City Council adopted an ordinance amending Chapter 2.100 to restore the requirement that BPD report handheld pepper spray (oleoresin

capsicum) deployments in its annual equipment report. As a result, pepper spray use continues to be reported in the consolidated report notwithstanding its exclusion from State reporting. The attached 2025 Annual Police Equipment Report is the first report prepared under the consolidated framework and reflects this restored pepper spray reporting requirement, satisfying both Chapter 2.100 and AB 481.

Pursuant to Chapter 2.100, the annual report must first be provided to the Police Accountability Board (PAB) for review before submission to the City Council. The PAB places the report on its agenda, reviews whether each piece of reported equipment has complied with the applicable standards, and may make recommendations to the Council (BMC 2.100.060). The PAB and Council have processed annual controlled-equipment reports for the 2021 through 2024 reporting periods. This item fulfills the review and submission requirements for the 2025 reporting period.

### CURRENT SITUATION AND ITS EFFECTS

In accordance with the ordinance, on May 29, 2026, BPD submitted the 2025 Annual Report to the Office of the Director of Police Accountability (ODPA) and the Police Accountability Board (PAB). The report was first considered by the PAB at their June 8, 2026, regular meeting. Consistent with the updated Chapter 2.100 of the City's Municipal Code, the 2025 report is the first prepared as a single, consolidated report satisfying both the City's controlled-equipment reporting requirements and the State's AB 481 military-equipment reporting requirements, and it includes reporting of handheld pepper spray (oleoresin capsicum) deployments. As in prior years, the report reflects that the reported equipment was used in only a small fraction of the Department's contacts: of 60,374 calls for service in 2025, the report documents 13 incidents involving the use of less-lethal tools, including five handheld pepper spray (OC) deployments now reported under the updated ordinance. Starting in July 2026, less-lethal deployments will be captured through the same reporting system as use-of-force incidents. This unified approach streamlines documentation for officers and ensures that less-lethal pointing data is subject to the same multiple layers of supervisory review applied to all use-of-force reports.

### RATIONALE FOR RECOMMENDATION

It is required by law and policy that an annual report on military equipment be submitted to the City Council.

FISCAL IMPACTS OF RECOMMENDATION

The fiscal impacts of approving the report are limited to staff time for reporting and continuous training. Fiscal impacts related to specific equipment are detailed within the report.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

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

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Jennifer Louis, Chief of Police, (510) 981-5700

Arlo Malmberg, Strategic Planning and Accountability Manager, (510) 981-5747

Attachments:

1: Resolution

2: Annual Military Equipment Report

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

ANNUAL REPORTING: 2025 ANNUAL POLICE EQUIPMENT REPORT (BERKELEY MUNICIPAL CODE CHAPTER 2.100 AND ASSEMBLY BILL 481)

WHEREAS, on May 11, 2021, the Berkeley City Council adopted Ordinance No. 7,760-N.S., the Police Equipment and Community Safety Ordinance (Berkeley Municipal Code Chapter 2.100); and

WHEREAS, on September 30, 2021, the State enacted Assembly Bill 481 (Government Code 7070), establishing a parallel annual reporting requirement for law enforcement military equipment; and

WHEREAS, on February 10, 2026, the City Council adopted Ordinance No. 8,001-N.S., which rescinded and replaced Ordinance No. 7,760-N.S. and updated Chapter 2.100 to consolidate the City's annual controlled-equipment report with the AB 481 military-equipment report into a single annual report; and

WHEREAS, Chapter 2.100 and AB 481 require an annual report regarding the controlled and military equipment that the Berkeley Police Department (BPD) possesses, covering the 2025 calendar year; and

WHEREAS, BPD submitted the 2025 Annual Report to the Police Accountability Board (PAB) for review.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it approves the Berkeley Police Department's 2025 Annual Police Equipment Report pursuant to Assembly Bill 481 and Berkeley Municipal Code 2.100.

# 2025 Annual Police Equipment Report

## Contents

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## Ordinance Background and Objectives

On September 30, 2021, Assembly Bill 481 was approved by California Governor Gavin Newsom, requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to funding, acquisition, or use of military equipment as defined in AB 481. This bill required the same approval process for the continued use of military equipment that law enforcement agencies already possessed. In accordance with the assembly bill, the Berkeley Police Department authored Policy 709, Military Equipment Policy, which was approved by the City Council on July 26, 2022.

Furthermore, Assembly Bill 481 requires law enforcement agencies to submit to the governing body an annual report for each type of military equipment. State law requires that the Annual Report contain the following information:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- The quantity possessed for each type of military equipment.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

In addition, Berkeley Municipal Code Chapter 2.100 requires the report to include:

- A summary of how covered equipment was deployed, using the ordinance's broader definition of deployment (any instance in which equipment was pointed or aimed at an individual, or otherwise deployed, during an interaction in which the individual could reasonably believe it to be an attempt to gain compliance; transport or wearing of equipment is excluded).
- A geographic breakdown of where controlled equipment was used by individual police area, including the number of instances per area and the percentage authorized by warrant versus non-warrant forms of court authorization.
- Reporting of all specialized firearms and ammunition of less than .50 caliber, batons 30 inches or longer, and pepper spray.

The Police Accountability Board reviews this report and may make recommendations to the City Council pursuant to BMC 2.100.060.

## Equipment Inventory and Descriptions

Below is a list and Berkeley Police Department inventory and equipment levels of the reportable equipment as defined in BMC 2.100 & AB 481 as of May 2026.

- Patrol Rifle (96)
  - Associated .223 duty and training rounds (106,040)
- Less Lethal single 40MM Launcher (20)
- Less Lethal Milkor LTL 40 MM multi-Launcher (2)
  - Associated 40mm rounds (383)
- Less Lethal FN 303 Launcher (8)
  - Associated FN rounds (5,535)
  - Associated FN Pava rounds (145)
- First Defense Oleoresin capsicum (handheld OC spray) (175)
- CTS Chlorobenzylidene Malononitrile and Oleoresin capsicum/ tear gas (232)
- Remington 700 Precision Rifle (6)
  - Associated .308 rounds (3,040)
- Light/sound distraction device CTS Model 7290M (83)
- Long Range Acoustic Device: LRAD Model 450XL (1), LRAD Model 100X (1)
- Barret Model 99 Precision Rifle (1)
  - Associated .50 rounds (514)
- Mobile Command Vehicle (1)
- ReconRobotics Recon Scout XT Robots (2)
- Andros Remotec HD-1 Hazardous Duty Robot (1)
- 36" batons (195)

The following are product descriptions of the military equipment the Berkeley Police Department possesses:

### Patrol Rifle

The "M4" was developed and produced for the United States government by Colt Firearms and is based on the original Armalite Rifle (AR) patent purchased by Colt in 1959. Although Colt owns the trademarked name "M4," several other manufacturers offer similar firearms under various model names. The M4 and its variants fire 5.56×45 mm NATO (and .223 Remington) ammunition and are gas -operated, magazine -fed firearms with barrel lengths ranging from 11.5" to 16".

The current BPD rifle ammunition is the .223 Remington—a rimless, bottlenecked cartridge developed in 1957 by Remington Arms and Fairchild Industries. One of the most popular cartridges, the .223 Remington is used by a wide range of semi-automatic and manual -action rifles, as well as handguns. While the military uses the similar 5.56×45 mm NATO cartridge, BPD employs the more common civilian .223 Remington for all training and duty purposes.

### **Penn Arms 40MM Single Launcher & Milkor LTL Multi-Launcher**

The 40 mm impact projectile was developed as an alternative to the 12-gauge bean bag round and other less focused less-lethal options. Early 12-gauge bean bag round designs had unpredictable flight patterns and could cause significant unintended injuries. The 40 mm foam baton round was created as a direct-fire projectile intended to minimize such risks. The Berkeley Police Department currently uses the CTS 4557 foam baton projectile and the Penn Arms L-140 single-shot Launcher.

### **FN 303**

Developed in 2003 by Fabrique Nationale de Herstal as a less-lethal option, the FN 303 is based on a concept from Monterey Bay Corporation. The development team included designers and researchers from two paintball-related companies. The FN 303 uses compressed air to propel a .68-caliber projectile, similar to those used in manufactured paintball guns.

### **Chlorobenzylidene Malononitrile (CS) and OC**

Chlorobenzylidene malononitrile, commonly known as CS, is one of the most widely used tear gases. It can be delivered as a liquid, gas, or solid and is designed to produce temporary discomfort by being vaporized or otherwise dispersed in the air. Law enforcement agencies rely on CS to manage combative suspects, control crowds, and handle barricaded subjects without resorting to higher levels of force. CS can be deployed via aerosol (the most common method), fogging, pyrotechnics, or blast expulsion; however, all methods are influenced by environmental factors such as wind, rain, temperature, and proximity. Under standard conditions, CS forms a white crystalline substance with low vapor pressure and poor water solubility.

First Defense manufactures OC sprays in various sizes. Oleoresin capsicum (OC) is a less-lethal chemical agent derived from naturally occurring capsaicinoids found in pepper plants. It is the most widely used chemical agent among law enforcement and the general public. It has a pungent, irritating pepper odor and is classified as an inflammatory agent. In addition to its effectiveness on humans, OC-based agents are typically effective on animals. In liquid form, OC can appear clear, amber, or dark red, depending on the manufacturer, as it is mixed with various carrier solutions.

### **Remington 700 Precision Rifle**

The Remington 700 is a series of bolt-action rifles designed in 1962 by Remington Arms Company. The "700" designation refers to multiple models with varying parts, barrel lengths, stocks, and other components. The Precision Rifle model has long been used by law enforcement and remains an industry standard. The Berkeley Police Department employs a

custom Remington 700 action chambered in the common .308-caliber round, featuring a 20-inch barrel, an Accuracy International chassis/stock, a Nightforce 3-15× magnified optic, and a bipod.

### **CTS Light/Sound Distraction Device**

Also known as diversionary, noise/flash, or light/sound devices, Light/Sound Distraction Devices have been available for about 40 years. They serve as safe and effective tools for law enforcement during challenging tactical incidents. When activated, these devices produce loud noise, heat, and intense light to create an effective diversion.

### **LRAD Long Range Acoustic Device (LRAD)**

The LRAD is both the brand name and equipment name for a high-intensity, directional acoustical array that provides long-range, crystal-clear communication, designed to project clear voice messages, warnings, instructions, and emergency notifications over long distances and in high-noise environments. Essentially, it functions as a powerful loudspeaker.

### **Barrett Model 99 Precision Rifle**

The Barrett Model 99 is a single shot, bolt action .50 caliber rifle introduced in 1999. It is intended for limited emergency situations where there is a high potential for violence and extreme range and accuracy, or material penetration is needed.

### **ReconRobotics Recon Scout XT Robots (Throw Bot)**

The Recon Scout XT robot is intended to safely provide police officers valuable information during high-risk, rapidly evolving situations via real-time audio and video footage. It can be operated a distance away, creating space between the officer and potential danger, thus decreasing the likelihood of injury to those involved in the event, or even a violent encounter between police officers and a dangerous subject. This asset furthers our commitment to the sanctity of life by offering time and distance in critical incidents.

### **Andros Remotec HD-1 Hazardous Duty Robot**

The Remotec HD-1 robot is used as a means to approach hazardous situations where a potentially lethal threat such as an explosive device exists. The Remotec HD-1 robot allows for the examination and manipulation of an object or potential explosive device without unnecessarily putting a bomb technician's life at risk.

### **Mobile Command Vehicle (MCV)**

This vehicle is used as a mobile command post for any large-scale events or as a communications center in the event the communications center in the Public Safety Building is

inoperable. Some examples of large-scale events include Solano Stroll, Cal Berkeley football games, critical incidents or natural disasters. In 2025, the MCV was utilized as a command post during the Cal Berkeley football games that took place in Berkeley.

### **36" Baton**

The Berkeley Police Department issues a fixed-length, straight baton with a knurled polycarbonate grip for crowd control. The baton measures 36 inches in length, 1.25 inches in diameter, and weighs approximately 1.64 pounds. Polycarbonate is a durable thermoplastic that resists splintering and heat. The 36 inch baton is designed to provide officers with increased distance and leverage when performing crowd control duties.

## 2025 Equipment Deployment and Uses

The equipment documented in this report provide the Berkeley Police Department with options that assist in critical incidents and bring dangerous situations to a safe resolution. While the Berkeley Police Department possesses the equipment listed above, officers de-escalated almost all the situations that might have otherwise warranted the use of it. The use of military equipment is governed by Berkeley Police Department Policies and local, state, and federal laws. The use of the military equipment is restricted to only officers who have been trained in the use of the specific equipment.

The Berkeley Police Department responded to 60,374 calls for service responded to in 2025. Only 13 of the 60,374 incidents resulted in the use of less lethal tools (plus 6 uses of the Mobile Command Vehicle for Cal football games). The table below lists all BMC2.100/AB481-eligible equipment use incidents. Each row represents an incident in which a specific piece of equipment was used. These statistics illustrate the extremely rare instances that less lethal munitions and other police equipment are used in relation to overall contacts.

It should be noted BPD does not possess any drones, and reporting on the use of a drone in a mutual assistance capacity in Berkeley is the responsibility of the agency that provided the assistance. The Berkeley Police Department reports on the mutual assistance drone usage, understanding that it may lead to double reporting, but does so in the spirit of transparency. Drone uses are also reported in the annual Surveillance Technology Report.

Each incident is listed in chronological order. Equipment that was actively used is highlighted in yellow.

| # | Equipment Used | Summary of Deployment                                                                                                                                                                                                                                                | Beat |
|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1 | 40MM Launcher  | Officers responded to a report of a person attempting to strike passing vehicles with a metal pole. On arrival they located the subject armed with a metal stick. A 40MM Launcher was deployed until the subject was disarmed and detained without further incident. | 2    |
| 2 | 40MM Launcher  | Officers responded to a theft call in which the subject fled on foot and concealed himself beneath a food truck. A 40MM Launcher was deployed but not fired, and the subject ultimately was detained without incident.                                               | 14   |
| 3 | Patrol Rifle   | Officers located a reported stolen vehicle and detained its occupant. A patrol rifle was deployed but not used, and the subject complied and was detained without incident; the vehicle was                                                                          | 12   |

|    |                                                     |                                                                                                                                                                                                                                                                                                                                                                     |    |
|----|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|    |                                                     | confirmed stolen and recovered property was booked into evidence.                                                                                                                                                                                                                                                                                                   |    |
| 4  | 40MM Launcher                                       | Officers responded to a family disturbance involving a subject possibly armed with a knife. A 40MM Launcher was deployed but not used, and the subject complied and was detained without incident.                                                                                                                                                                  | 5  |
| 5  | 40MM Launcher                                       | Officers responded to a report of a subject who had stabbed himself and then struggled over the knife with a family member. A 40MM Launcher was deployed but not pointed or used, and the subject was detained without further incident and transported for medical care.                                                                                           | 5  |
| 6  | Patrol Rifle                                        | Officers responded to several calls regarding a subject carrying a rifle. Patrol rifles were deployed, and following de-escalation the subject dropped the weapon and was detained without incident.                                                                                                                                                                | 14 |
| 7  | Patrol Rifle, 40MM Launcher, Mobile Command Vehicle | Officers responded to a report of a subject who fired a gun into an adjacent unit during a dispute at a residential building. Patrol rifles, a 40MM Launcher, and the Mobile Command Vehicle (MCV) were deployed to manage an armed and barricaded subject; the only equipment used was the MCV, and the subject complied and was detained without incident.        | 5  |
| 8  | Patrol Rifle, FN 303 Launcher                       | Officers responded to a domestic-violence call in which both parties had visible injuries and the involved subject, who had registered firearms, refused to open the door while a small child was present. Based on exigency, officers made entry; a patrol rifle and an FN 303 Launcher were deployed but not used, and the subject was detained without incident. | 5  |
| 9  | 40MM Launcher                                       | Officers responded to a report of a subject who brandished a hammer at a victim. The subject was highly agitated on contact; a 40MM Launcher was deployed but not used, and the subject was detained without incident after the hammer was recovered.                                                                                                               | 5  |
| 10 | OC spray                                            | Officers responded to a report of a subject who had brandished a knife at a passersby in a park. On contact the subject took a fighting stance and refused commands; OC spray was used to overcome                                                                                                                                                                  | 5  |

|    |                                                                                       |                                                                                                                                                                                                                                                                                                           |                     |
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|    |                                                                                       | active resistance, and the subject was taken into custody. First aid was offered for the exposure.                                                                                                                                                                                                        |                     |
| 11 | Patrol Rifle                                                                          | Officers responded to a report of a subject who had brandished a sawed-off shotgun. A patrol rifle was deployed but not used; the subject complied and was detained without incident, and a firearm was recovered.                                                                                        | 11                  |
| 12 | Patrol Rifle                                                                          | Officers conducted a vehicle pursuit of a felony brandishing suspect that ended in a collision. A patrol rifle was deployed but not used, and the subject was taken into custody without further incident.                                                                                                | 5                   |
| 13 | Patrol Rifle                                                                          | Officers responded to a report of a subject who had brandished a firearm during a road-rage incident and were directed to the subject's vehicle. A patrol rifle was deployed but not used; the subject complied and was detained without incident, and a loaded firearm was recovered.                    | 9                   |
| 14 | Drone, LRAD, Recon Scout XT (throw-bot), FN 303 Launcher, Patrol Rifle, 40MM Launcher | The Special Response Team served a high-risk homicide warrant in San Leandro. An LRAD, a drone, and a Recon Scout throw-bot were used; all other listed equipment was deployed but not used. Two subjects were taken into custody with firearms recovered, and there were no injuries or property damage. | Outside of Berkeley |
| 15 | 40MM Launcher                                                                         | Officers responded to a report of a subject damaging vehicles who was experiencing a mental-health crisis and was non-compliant. A 40MM Launcher was deployed but not used, and the subject was detained without incident and placed on a mental-health hold.                                             | 14                  |
| 16 | Patrol Rifle, 40MM Launcher                                                           | Officers responded to a possible barricaded subject with a felony warrant who refused repeated announcements to exit. Two 40MM Launchers and two patrol rifles were deployed but not used, and the subject was located and detained without incident.                                                     | 5                   |
| 17 | Light/Sound Distraction Device, LRAD, Drone, Recon Scout XT                           | The Special Response Team served a warrant for armed-robbery suspects in Oakland. 3 light/sound diversionary devices, an LRAD, a drone, and a Recon Scout throw-bot were used; all other listed                                                                                                           | Outside of Berkeley |

|    |                                                                            |                                                                                                                                                                                                                                                                                                                 |    |
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|    | (throw-bot), Patrol Rifle, 40MM Launcher, FN 303 Launcher, Precision Rifle | equipment was deployed but not used. Two subjects were detained without incident.                                                                                                                                                                                                                               |    |
| 18 | 40MM Launcher                                                              | Officers responded to a report of a subject in mental-health crisis who was reportedly holding two knives. A 40MM Launcher was deployed but not used, and the subject was detained without incident.                                                                                                            | 11 |
| 19 | Patrol Rifle                                                               | Officers assisted with a high-risk stop of a vehicle that had fled an attempted traffic stop and collided with a parked car. A patrol rifle was deployed but not used as occupants were called out one by one, and all subjects complied and were detained without incident.                                    | 5  |
| 20 | Patrol Rifle                                                               | Officers responded to a report of a subject walking with a handgun. Patrol rifles were deployed but not used; the subject complied and was detained without incident, and the item was determined to be a lighter.                                                                                              | 13 |
| 21 | Patrol Rifle                                                               | While conducting a yard search for a possibly armed subject involved in narcotics sales, officers deployed a patrol rifle but did not use it. The subject was detained without incident.                                                                                                                        | 9  |
| 22 | FN 303 Launcher, Patrol Rifle                                              | Officers responded to a report of a subject who had pointed a firearm at a store employee and made threats. An FN 303 Launcher and patrol rifles were deployed but not used; the subject was located and detained without incident, and the firearm was determined to be a replica.                             | 9  |
| 23 | Patrol Rifle, 40MM Launcher                                                | Officers responded to a barricaded subject who racked a shotgun, threatened to shoot officers, and fired a weapon multiple times, including toward officers. Patrol rifles and a 40MM Launcher were deployed; a patrol rifle was used, and the subject was taken into custody and transported for medical care. | 3  |
| 24 | 40MM Launcher                                                              | Officers responded to a disturbance involving a subject reportedly armed and on firearms probation. A 40MM Launcher was deployed but not pointed at anyone; a patrol rifle remained in a patrol vehicle                                                                                                         | 10 |

|    |                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
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|    |                                              | and was not deployed. The subject was detained without incident.                                                                                                                                                                                                                                                                                                                                                                                        |                     |
| 25 | 40MM Launcher                                | Officers responded to a burglary in progress at a storage facility in which one subject fled back into the building. A 40MM Launcher was deployed but not used, and two subjects were taken into custody without incident.                                                                                                                                                                                                                              | 8                   |
| 26 | 40MM Launcher                                | Officers responded to a report of a resident attempting to force entry into a neighbor's unit who then armed himself with a hammer and a brick. A 40MM Launcher was deployed but not pointed, and the subject was detained without incident.                                                                                                                                                                                                            | 4                   |
| 27 | OC spray                                     | Officers responded to a report of a subject who committed a robbery at a convenience store and sprayed bleach at an employee and at officers. OC spray was used to gain compliance after the subject remained non-compliant, and the subject was taken into custody. First aid was offered for the exposure.                                                                                                                                            | 12                  |
| 28 | FN 303 Launcher, Patrol Rifle, 40MM Launcher | The Special Response Team served a high-risk search and arrest warrant in Alameda for an armed-robbery suspect who fled the attempted arrest. An FN 303 Launcher was used on the fleeing subject who was struck with less-lethal impact rounds; patrol rifles, and a 40MM Launcher were also deployed but not used. The subject was taken into custody without further incident. One less-lethal round struck an unoccupied room of a nearby residence. | Outside of Berkeley |
| 29 | 40MM Launcher                                | Officers responded to a report of a subject cutting himself with a knife who then fled and barricaded behind a refrigerator in an employee lounge. A 40MM Launcher was deployed during negotiations but not used, and the subject was detained without incident and transported for care.                                                                                                                                                               | 14                  |
| 30 | Patrol Rifle                                 | Officers assisted East Bay Regional Parks PD with a warrant subject barricaded in a stolen van. A patrol rifle was deployed but not pointed at anyone, and the subject was taken into custody without incident.                                                                                                                                                                                                                                         | 12                  |
| 31 | 40MM Launcher, FN 303 Launcher               | Officers responded to a report of a subject who brandished a long pole at a victim and attempted to strike him. Two less-lethal Launchers (a 40MM and an FN 303) were deployed but not used during the                                                                                                                                                                                                                                                  | 6                   |

|    |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |    |
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|    |                                          | detention, and the subject was detained without incident.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |
| 32 | FN 303 Launcher, Patrol Rifle            | Officers responded to a report of a subject who discharged a firearm inside a residence. An FN 303 Launcher and a patrol rifle were deployed but not used, and the subject was detained without incident; a firearm was recovered.                                                                                                                                                                                                                                                                                                        | 5  |
| 33 | FN 303 Launcher, OC spray, 40MM Launcher | During an encampment operation, a subject known to officers refused to leave a makeshift structure and was reported to have threatened officers and deployed a fire extinguisher. A 40MM launcher was pointed but not used. OC spray was used towards two aggressive dogs. An FN 303 Launcher was used, with a single round fired into the structure that did not strike the subject; the subject subsequently exited without further incident. The suspect was arrested shortly thereafter when he attempted to return to the structure. | 13 |
| 34 | 40MM Launcher                            | Officers responded to a report of a battery in which the subject was known to have a felony bench warrant and a history of resisting arrest. A 40MM Launcher was deployed but not used, and the subject was detained without incident.                                                                                                                                                                                                                                                                                                    | 14 |
| 35 | 40MM Launcher                            | Officers responded to a call regarding a vehicle blocking a driveway with an unresponsive occupant who was holding a knife. After repeated voice and phone attempts, a 40MM Launcher was deployed as a precaution but not used; the vehicle was opened, the knife secured, and the subject detained without incident.                                                                                                                                                                                                                     | 10 |
| 36 | 40MM Launcher, Patrol Rifle              | Officers pursued a felony vehicle involved in a vehicle theft and a collision that struck a Department vehicle. A patrol rifle and a 40MM Launcher were deployed but not used, and the subject was taken into custody without further incident.                                                                                                                                                                                                                                                                                           | 6  |
| 37 | Patrol Rifle                             | Officers responded to a report of gunshots and a subject on a rooftop. A patrol rifle was deployed and aimed to gain the subject's compliance during a rooftop search, and the subject was detained without incident.                                                                                                                                                                                                                                                                                                                     | 11 |

|    |                             |                                                                                                                                                                                                                                                                                  |                     |
|----|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 38 | Patrol Rifle                | The Special Response Team served a search and arrest warrant in Oakland. A patrol rifle was deployed but not used while the subject was detained, and he was taken into custody without incident.                                                                                | Outside of Berkeley |
| 39 | 40MM Launcher               | A detainee in the city jail refused to exit his cell. A 40MM Launcher was deployed but not used, and after de-escalation the subject exited on his own and was transported without incident.                                                                                     | 5                   |
| 40 | 40MM Launcher, Patrol Rifle | Officers responded to a report of a subject in a tent reported to have a loaded rifle. A 40MM Launcher and a patrol rifle were deployed but not used; the reported firearms were found to be partially dismantled airsoft rifles, and the contact was resolved without incident. | 12                  |
| 41 | 40MM Launcher               | Officers responded to a report of a subject who battered another person and was accompanied by a large dog. During negotiations a 40MM Launcher was deployed for safety in case the dog became aggressive; it was not used, and the subject signed a citation without incident.  | 5                   |
| 42 | 40MM Launcher               | Officers responded to a report that a neighbor had held a knife to the reporting party. A 40MM Launcher was deployed but not pointed or used, and the contact was resolved without incident.                                                                                     | 3                   |
| 43 | Patrol Rifle                | Officers responded to a report of a subject attempting to fire a gun at people in the area who then boarded a bus to flee. Patrol rifles were deployed but not used as two subjects were located and detained without incident.                                                  | 4                   |
| 44 | Patrol Rifle, 40MM Launcher | Officers responded to a domestic-violence report involving a possible firearm at a location with a history of firearm-related incidents. A patrol rifle and a 40MM Launcher were deployed but not used, and the subject was detained without incident.                           | 5                   |
| 45 | OC spray                    | While in Oakland recovering a vehicle that had been stolen from Berkeley, an officer contacted a subject who attempted to enter the running vehicle and then fled, combatively resisting. OC spray was used to overcome the subject's resistance; the subject re-                | Outside of Berkeley |

|    |                                                                      |                                                                                                                                                                                                                                                                                                                                                                          |                     |
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|    |                                                                      | entered and fled in the vehicle, which was later recovered.                                                                                                                                                                                                                                                                                                              |                     |
| 46 | 40MM Launcher                                                        | Officers responded to a report of a subject experiencing a mental-health episode who had reportedly flooded an apartment. A 40MM Launcher was deployed based on the call information and prior contacts but was not used; no crime was reported and the subject was left in his residence.                                                                               | 5                   |
| 47 | Drone, FN 303 Launcher, Patrol Rifle, 40MM Launcher                  | The Special Response Team served an arrest and search warrant in San Francisco. A drone was deployed in support of the operation, which was completed without injury or property damage.                                                                                                                                                                                 | Outside of Berkeley |
| 48 | Patrol Rifle                                                         | Officers responded to a report of gunshots inside a residential building, where a subject had reportedly fired at a victim before retreating into a unit. A patrol rifle was deployed but not used, and the subject was detained without incident; he was later placed on a mental-health hold.                                                                          | 4                   |
| 49 | FN 303 Launcher, 40MM Launcher                                       | Officers searched an apartment complex for a subject wanted for felony domestic violence and kidnapping who was the subject of a no-bail warrant. Less-lethal Launchers (an FN 303 and a 40MM) were deployed to support the search teams but not used, and the subject was located and detained without incident.                                                        | 5                   |
| 50 | Drone, FN 303 Launcher, Light/Sound Distraction Device, Patrol Rifle | This robbery investigation resulted in two Special Response Team warrant operations. On the first, in Oakland, a light/sound diversionary and an FN 303 Launcher were used as a fleeing suspect was struck with less-lethal impact rounds; a drone supported the operation and a patrol rifle were also deployed, and the subject was detained without further incident. | Outside of Berkeley |
| 51 | 40MM Launcher, Light/Sound Distraction Device, Patrol Rifle          | This robbery investigation resulted in two Special Response Team warrant operations. On the second, in Hayward, a patrol rifle, a 40MM Launcher, and a light/sound diversionary device were deployed and used to stop a suspect who attempted to flee in a vehicle, and the subject was taken into custody.                                                              | Outside of Berkeley |
| 52 | Patrol Rifle                                                         | Officers responded to a report of a subject armed with a rifle who had threatened another person. A                                                                                                                                                                                                                                                                      | 13                  |

|    |                 |                                                                                                                                                                                                                                                                                                         |                     |
|----|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
|    |                 | patrol rifle was deployed but not used, and the subject was safely taken into custody without incident.                                                                                                                                                                                                 |                     |
| 53 | OC spray        | Officers responded to reports of a subject behaving erratically and assaulting residents. The subject took a fighting stance, advanced on officers, and attempted to strike them; OC spray was used during the altercation, and the subject was taken into custody. First aid was offered for exposure. | 1                   |
| 54 | 40MM Launcher   | Officers responded to a report of a wanted subject who had barricaded himself in a room. A 40MM Launcher was deployed but not fired, and the subject was taken into custody without incident.                                                                                                           | 13                  |
| 55 | 40MM Launcher   | Officers assisted UC Police with a subject armed with two swords who ignored repeated commands. A 40MM Launcher was used, with a single foam-baton round fired; the subject was ultimately taken into custody and several weapons were recovered.                                                       | 7                   |
| 56 | FN 303 Launcher | Officers responded to a report of a subject in mental-health crisis who had cut herself before officers arrived. An FN 303 Launcher was deployed during negotiations but not used, and the contact was resolved.                                                                                        | 1                   |
| 57 | Patrol Rifle    | During a felony stop in Oakland of a carjacking vehicle whose occupant was possibly armed, a patrol rifle was deployed but not used, and the subjects were detained without incident.                                                                                                                   | Outside of Berkeley |
| 58 | Patrol Rifle    | Officers responded to a report of a subject holding a rifle near a public roadway. A patrol rifle was deployed and pointed at the subject, who disobeyed commands and was taken into custody after a brief struggle; the item recovered was a firearm component.                                        | 8                   |
| 59 | 40MM Launcher   | Officers responded to a call regarding a subject with a knife inside a business. A 40MM Launcher was deployed but not used, and the subject was detained without incident.                                                                                                                              | 3                   |
| 60 | 40MM Launcher   | Officers responded to a report of a subject brandishing and threatening a family member with a knife in their home. A 40MM Launcher was deployed                                                                                                                                                        | 7                   |

|    |                              |                                                                                                                                                                                                                         |    |
|----|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|    |                              | due to the reported threat with a weapon; it was not used, and the subject was detained without incident.                                                                                                               |    |
| 61 | Milkor LTL multi-Launcher    | Officers responded to a report of a subject in mental-health crisis who was known to resist police. A Milkor LTL multi-Launcher (less-lethal) was deployed but not used, and the subject was detained without incident. | 10 |
| 62 | Mobile Command Vehicle (MCV) | The MCV was utilized as a command post during the 6 Cal Berkeley football games that took place in Berkeley.                                                                                                            | 7  |

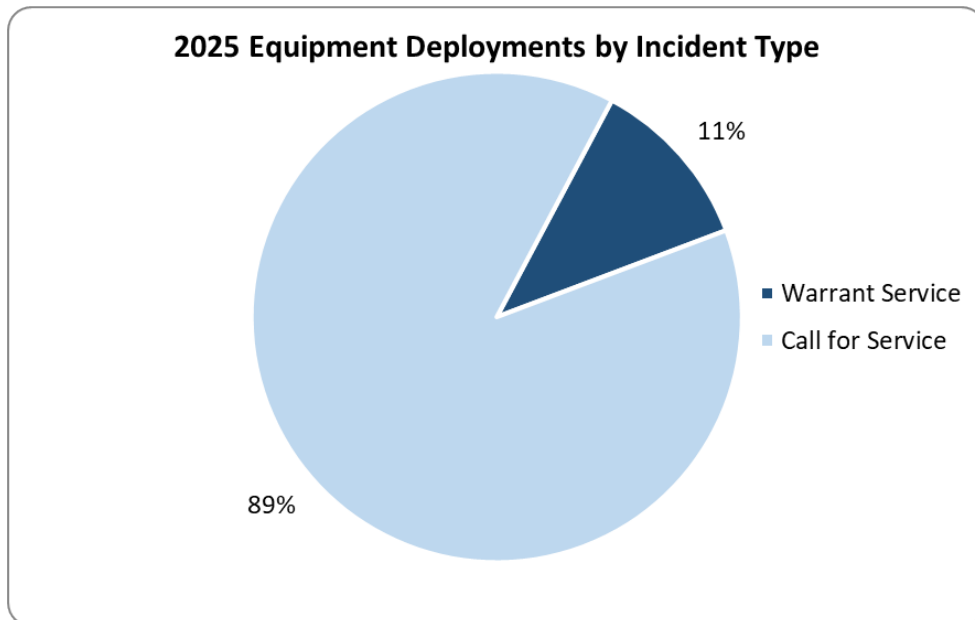
No additional internal audits were conducted beyond those performed to gather and confirm data for this report. BPD investigated one internal complaint pertaining to the improper use of the FN 303 launcher. The resulting investigation concluded in a disciplinary action.

## Deployment Statistics

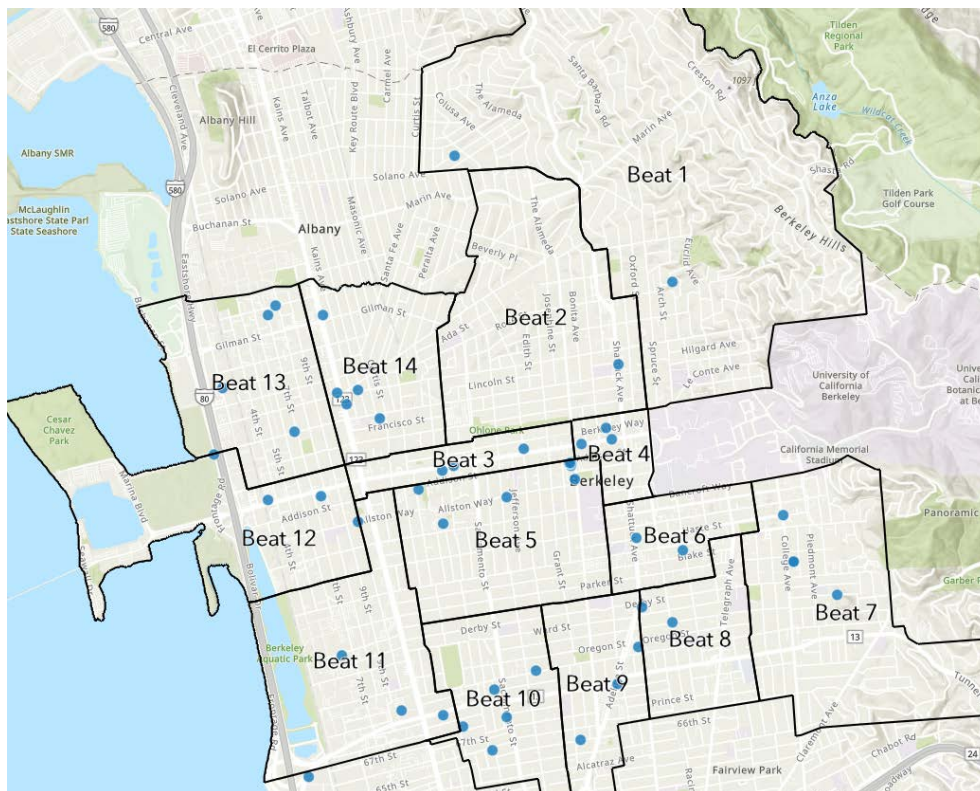
The table below displays the total number of deployments for each specified piece of equipment in 2025. Note that different types of equipment may be deployed in a single incident, and the same piece of equipment may be deployed by multiple officers during one incident.

| <b>Equipment</b>                                              | <b>Number of Deployments</b> |
|---------------------------------------------------------------|------------------------------|
| <i>Patrol Rifle</i>                                           | 31                           |
| <i>40MM Single Launcher</i>                                   | 35                           |
| <i>40MM LTL Multi-Launcher</i>                                | 1                            |
| <i>FN 303 Launcher</i>                                        | 12                           |
| <i>FN Pava Impact Projectile</i>                              | 0                            |
| <i>Oleoresin Capsicum Spray</i>                               | 5                            |
| <i>Chlorobenzylidene Malononitrile and Oleoresin Capsicum</i> | 0                            |
| <i>Precision Rifle</i>                                        | 1                            |
| <i>Light/Sound Diversionary Device</i>                        | 3                            |
| <i>Long Range Acoustic Device</i>                             | 2                            |
| <i>36" Batons</i>                                             | 0                            |
| <i>Barret Model 99</i>                                        | 0                            |
| <i>Mobile Command Vehicle</i>                                 | 7                            |
| <i>Recon Scout XT (throw-bot)</i>                             | 2                            |
| <i>Andros Remotec HD-1 Robot</i>                              | 0                            |
| <i>Drone</i>                                                  | 4                            |

The chart below shows the breakdown of uses by incident type.



The map below shows the locations of the equipment deployments by BPD in Berkeley (excluding the Mobile Command Post where the MCV is deployed near UC campus).



## Fiscal Impact

Funding for all training and ongoing cost in military equipment are sourced from the Berkeley Police Department's existing budget. The only eligible equipment that was purchased in 2025 was .223 ammunition and .308 ammunition. The projected eligible equipment acquisitions in 2026 will be for .223 and .308 ammunition.

The Berkeley Police Department conducts in-house training on all specialized equipment that the department possesses. This ensures officers are fully trained to utilize the tools in the department's possession to safeguard our community. The cost of in-house training is staff time. Some of the training on specialized equipment must be conducted externally. The fiscal cost on external training related to military equipment in 2025 included expenses from Special Response Team training (\$1,811) and rifle and less lethal instructor training (\$5,198). Training frequencies vary by equipment type and operational role. All officers train annually on less lethal equipment. Officers authorized to carry the .223 rifle are required to complete a one-time 16-hour external certification course, after which proficiency is maintained through regular internal training, with Special Response Team members conducting additional operational training involving rifles, flash bangs (inert for training) and the LRAD. Ongoing departmental range training most often occurs in an on-duty status.

### **M4/Patrol Rifle**

Rifle prices, like other firearms, will range depending on current market demand and availability. While M4 rifles purchased several years ago cost between \$1,000 and \$1,200 each, current rifles cost between \$1,400 and \$1,600. It should be expected that these prices will fluctuate and likely increase over time.

Ammunition costs fluctuate with the costs of components (brass, primers, gunpowder, and bullets) and supply/demand. Current costs for .223 Remington range from \$0.50 to \$0.75 a round for training ammunition (55 grain) and \$1.25 to \$1.50 a round for duty ammunition (62 grain). 35,000 rounds of .223 ammunition were acquired in 2025 with a fiscal impact of \$16,636.73.

Every officer that is authorized to carry a rifle on duty must attend a minimum 16-hour CA POST approved rifle instruction course before being authorized to carry the rifle on duty. This course may be administered by Berkeley Police Firearm Instructors or by other POST approved agencies. Tuition for the CA POST approved class is dependent on the hosting agency. If conducted in-house the cost only includes the officer's hourly wage, range fee, and ammunition costs (all vary). Outside agencies charge between \$25 to \$500 depending on the range location and duration (some classes are 32-hours while POST only requires 16-hours.) Additionally, all officers who are issued a rifle receive specific 8-hour rifle training every two years by POST certified Berkeley Police Department Firearm Instructors.

Typical round count for such classes range between 800 rounds and 1200 rounds per student. Additionally, all officers issued a rifle receive specific 8-hour rifle training every two years by a BPD firearm instructor which constitutes an additional 500 or so rounds per officer.

Maintenance costs vary depending on use over time. Traditionally, various springs and pins need to be replaced every five years and may cost between \$3 and \$30 per rifle. Other parts such as the barrel and bolt need to be replaced around ten years and range between \$150 and \$300 per rifle.

### **Penn Arms 40MM Single Launcher**

Penn Arms 40MM single Launchers purchased by the department cost \$815.00 each. Ongoing cost for Penn Arms single Launcher should be based on the projectiles used in training and on duty. This will fluctuate based on department trainings, projectile availability and events that unfold in the city and surrounding region.

Every officer authorized to deploy a less lethal Launcher must pass a certification course administered by a Berkeley Police Department Firearms Instructor. The certification class consists of classroom, range qualification and scenario application if the venue allows. This class is largely handled in house; thus, the cost only includes staff time, range fees, and projectile costs, which all vary.

Maintenance costs vary depending on use. Generally, various springs and pins need to be replaced every 5 years which can cost \$3 to \$30.

### **Milkor LTL Multi-Launcher**

Milkor LTL Multi-Launchers purchased by the department cost \$3,950.00 each. The ongoing cost for the Milkor LTL Launcher should be based on the projectiles used in training and on duty. This will fluctuate based on department trainings, projectile availability and events that unfold in the city and surrounding region.

Every officer authorized to deploy a less lethal Launcher must pass a certification course administered by a Berkeley Police Firearm Instructor. The certification class consists of classroom, range qualification and scenario application if the venue allows. This class is largely handled in house; thus, the cost only includes the officer's hourly wage, range fees, and projectile costs which all vary.

Maintenance costs vary depending on use. Generally, various springs and pins need to be replaced every 5 years which can cost \$3 to \$30.

### **FN 303 and FN Pava Impact Projectile**

FN 303s purchased by the department cost \$800.00 each. Ongoing cost associated with the FN303 Launcher should be based on the projectiles used in training and on duty. This will fluctuate based on department trainings, projectile availability and events that unfold in the city and surrounding region.

Every officer authorized to deploy a less lethal Launcher must pass a certification course administered by a Berkeley Police Firearm Instructor. The certification class consists of classroom, range qualification and scenario application if the venue allows. This class is largely handled in house; thus, the cost only includes the officer's hourly wage, range fees, and projectile costs which all vary.

Maintenance costs vary depending on use. Generally, O-rings need to be replaced every 3,000 rounds and cost \$30 per kit.

### **Chlorobenzylidene Malononitrile (CS) and OC**

The cost for CS canisters ranges from \$20.00 to \$39.00 per unit. The cost for OC canisters ranges from \$36.00 to \$44.00 per unit. Training is conducted by a Police Officer Standard Training (POST) certified Berkeley Police chemical agent training officer. The cost of training is staff time.

### **Remington 700 Rifle**

The initial cost to purchase this rifle with its associated components is approximately \$10,000 dollars each. Their average life span is 10-years at which time it will likely need to be replaced. Ongoing cost for all firearms should be based on the ammunition used in training and on duty and maintenance. This will fluctuate based on training.

The cost associated with training is the staff time, range fees, and cost of spent ammunition. Special Response Team (SRT) members train once a month and, on average, each member shoots approximately 50-rounds. Currently, there are only 4 members shooting at each training day. This equates to approximately 2,400 rounds of ammunition being fired per year. This does not include special training days or attendance to training schools/classes. A single box of 20-rounds costs approximately \$20 dollars or \$1 dollar per round. Authorized and trained Berkeley Police armorers service and provide regular maintenance of the rifles. The cost of maintenance is staff time. In 2025, BPD purchased 500 rounds at a cost of \$656.81.

### **Barrett Model 99 Rifle**

The retail cost of the Barrett Model 99 Rifle is approximately \$12,500. The Department of Justice provided the Barrett Modell 99 Rifle to the Berkeley Police Department in 2007. The ongoing cost related to this rifle is the cost of ammunition and training.

The ammunition has a retail cost of approximately \$6 dollars per bullet; \$60 for a box of 10 and \$600 for a case of 10 boxes, plus shipping and handling. The cost associated with training is the staff time, range fees, and cost of spent ammunition.

### **Light/Sound Distraction Device**

Diversionsary Devices cost approximately \$45 per unit. Purchases for these tools are made when inventory becomes low, based upon critical incident usage and Special Response Team trainings that incorporate live devices.

Only trained and qualified personnel are permitted to deploy diversionsary devices. These trained Berkeley Police officers are typically members of the Berkeley Police Department Special Response Team who receive monthly training which includes training in the deployment of diversionsary devices. The cost of training is staff time.

### **Long Range Acoustic Device (LRADS)**

The LRAD 450XL and the LRAD 100X were purchased in 2018. The total cost for both the LRADs, rechargeable battery packs and accessories was \$49,999. Training is conducted by Berkeley Police personnel who are trained in the use and procedures of the LRAD. The cost to train is staff time.

### **ReconRobotics Recon Scout XT**

The initial cost for the Recon Scout XT robot was about \$12,500 per unit in 2010. There are no ongoing costs associated with the use of the Recon Scout XT robot. Being that it is battery operated, there is a nominal cost associated with charging the Recon Scout XT robot's batteries, and the batteries of the OCU (controller).

The Recon Scout XT robot is fairly simple to operate, thus there is no cost associated with training officers in its use. Generally, the Recon Scout XT robot is robust and does not need regular repair or service. The cost of training is staff time.

### **Andros Remotec HD-1 Hazardous Duty Robot**

The Hazardous Duty Robot was purchased in 2008 for \$214,496. Being that it is battery operated, there is a nominal cost associated with charging the robot. Maintenance of the Hazardous Duty Robot is conducted by the Berkeley Police Bomb Technicians.

Berkeley Police Bomb Technicians are trained during regular bomb squad training sessions and maintain their skills through training scenarios. The cost of training and maintenance is limited to staff time.

### **Mobile Command Vehicle**

The Mobile Command Vehicle was purchased in 2003 for \$230,800. The ongoing cost associated to the MCV is the cost of gasoline and maintenance of the vehicle. Both gasoline and maintenance are received at the City Corporation Yard. Training is conducted in-house, by the Berkeley Police personnel, who are trained in the operation of the vehicle. The training cost is staff time.

The expected useful lifespan of the MCV was 15 years and was eligible for replacement in 2018. A replacement fund for the MCV currently amounts to approximately \$368,000. The vehicle is still functioning, but may need to be replaced in the near future.

### **36" Baton**

The Berkeley Police Department maintains a supply of these batons and ongoing costs is only as replacement is needed. The thermoplastic/polymer 36 inch baton ranges from \$50-95 per baton.



Office of the City Manager

PUBLIC HEARING  
July 7, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Submitted by: David Sprague, Fire Chief  
 Subject: Ambulance Transport Fee Increase

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, 2026, 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 71,829–N.S..

FISCAL IMPACTS OF RECOMMENDATION

The Alameda County Health Care Services Agency notified the City on April 9, 2026 that they had approved an increase in the Bundled Base Rate User Fee that may be charged by the County's 911 Ambulance Transport Service Provider. Under the terms of the of Berkeley's Emergency Medical Services Ambulance Transport Services Agreement, the City may increase its Bundled Base Rate to \$5,001.45, Mileage to \$112.85, Oxygen to \$373.65, and Treatment/Non-Transport to \$1,003.06 beginning July 8, 2026. The City will increase its first responder fee by the same percentage. This fee is consolidated (bundled) with the transport fee into a Bundled Base Rate of \$5,618.64. The City will increase its rate effective July 8, 2026 and will not apply the increase retroactively. These adjustments account for the increased cost of ambulance transport, paramedic services, and medical equipment/supplies.

|                             | Existing   | Proposed   |
|-----------------------------|------------|------------|
| Base Rate                   | \$4,529.89 | \$5,001.45 |
| Mileage                     | \$102.21   | \$112.85   |
| Oxygen                      | \$338.42   | \$373.65   |
| Treatment / Non-Transport * | \$908.49   | \$1,003.06 |
| First Responder Fee**       | \$559.00   | \$617.19   |

*\*This rate shall be limited to patients who receive a medical intervention, such as intravenous medication administration, and subsequently refuse transport. Patient assessment, including ECG monitoring, does not constitute treatment.*

*\*\*This fee would be limited to instances when a patient is transported.*

**CURRENT SITUATION AND ITS EFFECTS**

Under the terms of the Alameda County Ambulance Provider Agreement, the Alameda County Board of Supervisors is responsible for setting and approving any fees that are applicable to all providers. The increases are either cost of living or base rate adjustments. For the City of Berkeley, the last rate increase was approved by the City Council on June 17, 2025 (Resolution 71,829–N.S.); and the rate increase was made effective July 1, 2025.

**BACKGROUND**

Alameda County EMS is responsible for the procurement of emergency ambulance services for the local EMS system. The Berkeley Fire Department has had an agreement with Alameda County to be the emergency transport provider for Berkeley since 1977. Albany, Piedmont, Alameda City, and Falck serve as the ambulance transport providers for other parts of Alameda County. Under the current agreement, all transport providers, including Berkeley, are in the Alameda County Emergency Medical Services District. Since 1986, the Berkeley Fire Department (Department) has provided ambulance transport service at the Advanced Life Support (ALS) or paramedic level.

Under the terms of the Alameda County Ambulance Provider Agreement, the Alameda County Board of Supervisors is responsible for setting and approving any fees that are applicable to all agencies. The increases are either cost of living or base rate adjustments. As the exclusive provider for transport services within the City of Berkeley, the Department may propose adjustments to the fees charged for these services. As background, in 1980, the California Legislature enacted the EMS Act “to achieve coordination and integration” for the prehospital EMS system.<sup>1</sup> The EMS Act establishes a two-tiered system of regulation of the California Emergency Medical

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<sup>1</sup> *County of San Bernardino v. City of San Bernardino* (1997) 15 Cal. 4th 909, 915.

Services Authority on the state level and local EMS agencies, such as the Alameda County local EMS agency (“Alameda LEMSA”), at the local level:<sup>2</sup>

If a county elects to establish an emergency medical services program, the duties of its designated local EMS agency include the following: (1) planning, implementing, and evaluating an emergency medical services system “consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures” (§ 1797.204); (2) developing a formal plan for the system in accordance with the Authority's guidelines and submitting the plan to the Authority on an annual basis (§§ 1797.250, 1797.254); (3) “consistent with such plan, coordinat[ing] and otherwise facilitat[ing] arrangements necessary to develop the emergency medical services system” (§ 1797.252). Once a local EMS agency implements its system, all providers of prehospital emergency medical services within its jurisdiction must operate within that system. (See § 1797.178 [“No person or organization shall provide advanced life support or limited advanced life support unless that person or organization is an authorized part of the emergency medical services system of the local EMS agency....”].)

An important aspect of the EMS Act is the Legislature’s acknowledgment of the continued role of cities and fire districts, such as the Berkeley Fire Department, through the enactment of Health and Safety Code section 1797.201, which states, in relevant part:

[Unless a city or fire district consents through agreement or waiver<sup>3</sup>], prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts....

Section 1797.201 is “a grandfathering of existing emergency medical service operations [by cities or fire districts] until such time as these services are integrated into the larger EMS system. The apparent purpose of this grandfathering provision was to ‘allow such entities to protect the investments they had already made in various assets— emergency medical equipment, infrastructure, personnel, etc.’, as well as to ensure

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<sup>2</sup> *Ibid.*

<sup>3</sup> *Id.* at 924; Health & Saf. Code § 1797.201.

against the disruption of adequate emergency medical services.”<sup>4</sup> The Department operates a grandfathered EMS system within the City of Berkeley, and has consistently done so since the enactment of the EMS Act.

The EMS Act defines “emergency medical services,” as “services utilized in responding” to “a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.” (Health and Safety Code §§ 1797.72, 1797.90.) This is reinforced by the ordinances in Alameda County that defines a 9-1-1 level of service, which includes “a 9-1-1 request for an ambulance to transport or assist persons in apparent sudden need of medical attention; or an ambulance transport that is initially classified as a non-emergency call that becomes a 9-1-1 emergency call due to a change in the patient's medical condition.”<sup>5</sup> Within the City of Berkeley, the Department is the sole entity authorized under state law to provide EMS transports. Within the City of Berkeley, any other ambulance that arrives and discovers that a patient appears to have a medical emergency is required to call 9-1-1, so that the Department or a subcontractor to the Department, can transport the patient.<sup>6</sup> With the exception of the Department or a provider subcontracted to the Department, no private ambulance company or other entity is an authorized provider of EMS within the City of Berkeley.<sup>7</sup>

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the action requested in this report.

#### RATIONALE FOR RECOMMENDATION

The Berkeley Fire Department is seeking Council approval to increase the base rate for ambulance user fees to match those approved by Alameda County and made effective on July 8, 2026 and to bring them in line with those of other regional transport providers. Additionally, the department is seeking to increase the City's first responder fee by a commensurate percentage. Periodic rate increases help to recoup increasing costs incurred for providing ambulance services.

Government Code Section 6062(a) dictates the manner of publication for fee increase public hearings.

#### ALTERNATIVE ACTIONS CONSIDERED

Continue with the existing User Fee Schedule which was approved by the Alameda County Board of Supervisors and made effective July 1, 2025 and adopted by the City June 17, 2025 (Resolution 71,829–N.S.); and made effective July 1, 2025.

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<sup>4</sup> *Valley Med. Transp., Inc. v. Apple Valley Fire Prot. Dist.* (1998) 17 Cal. 4th 747, 758.

<sup>5</sup> Alameda County Code of Ordinances § 6.114.050

<sup>6</sup> Alameda County Ordinance §§ 6.114.060(A), 6.114.270(B).

<sup>7</sup> Health & Saf. Code § 1797.178.

Ambulance Transport Fee Increase

PUBLIC HEARING  
July 7, 2026

CONTACT PERSON

David Sprague, Fire Chief, (510) 981-3473

Attachments:

- 1: Resolution
- 2: City of Berkeley User Fee Adjustment Letter – FY26-27
- 3: Public Hearing Notice

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

AMBULANCE USER FEE ADJUSTMENT

WHEREAS, the County of Alameda and the City of Berkeley are in an Ambulance provider Agreement dated June 1, 1984; and

WHEREAS, the County of Alameda Board of Supervisors sets the rates applicable to all providers within the district for emergency ambulance transport; and

WHEREAS, the County of Alameda Board of Supervisors established and approved a new Contractor’s User Fee schedule for ambulance transport providers. The rates will be made effective in Berkeley on July 8, 2026; and

WHEREAS, under the California Emergency Medical Services Act (the “EMS Act”), Health and Safety Code sections 1797, *et seq.* The Department operates a grandfathered EMS system within the City of Berkeley, and has consistently done so since the enactment of the EMS Act; and

WHEREAS, as the exclusive provider within the City of Berkeley, the Department may propose adjustments to fees that bring them in line with those of other regional transport providers and cover expenses related to providing said service; and

WHEREAS, the revenue collected will be deposited into General Fund revenue account 010-6405-341-7900.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the new ambulance user fee schedule is adopted in accordance with the rates established by the County of Alameda, effective July 8, 2026, as follows:

|                           | User Fee Schedule |
|---------------------------|-------------------|
| Base Rate                 | \$5,001.45        |
| Mileage                   | \$112.85          |
| Oxygen                    | \$373.65          |
| Treatment / Non-Transport | \$1,003.06        |
| First Responder Fee       | \$617.19          |
| Base Bundled Rate         | \$5,618.64        |

BE IT FURTHER RESOLVED that the new ambulance user fee schedule shall be effective and that Resolution No. 71,829–N.S. is rescinded, effective July 7, 2026.

July 7, 2026

## NOTICE OF PUBLIC HEARING BERKELEY CITY COUNCIL AMBULANCE USER FEE ADJUSTMENT

**The public may participate in this hearing by remote video or in-person.**

Notice is hereby given by the City Council of the City of Berkeley that a public hearing will be conducted by said city council of the City of Berkeley at which time and place all persons may attend and be heard upon the following:

The Fire Department is proposing to increase the Ambulance User Fee rates to match the ambulance transport provider fees set forth and approved by the County of Alameda and charged by other regional transport providers. Collected ambulance fees are deposited into a General Fund revenue account.

The County of Alameda has established and approved a new base rate Contractor's User Fee schedule for ambulance transport providers effective July 1, 2025. The City of Berkeley fee increase would be effective July 8, 2026. For the City of Berkeley, the last rate increase was approved by the City Council on June 17, 2025 (Resolution 71,829–N.S.); and made effective July 1, 2025.

|                           | User Fee Schedule |
|---------------------------|-------------------|
| Base Rate                 | \$5,001.45        |
| Mileage                   | \$112.85          |
| Oxygen                    | \$373.65          |
| Treatment / Non-Transport | \$1,003.06        |
| First Responder Fee       | \$617.19          |
| Base Bundled Rate         | \$5,618.64        |

*\*This rate shall be limited to patients who receive a medical intervention, such as intravenous medication administration, and subsequently refuse transport. Patient assessment, including ECG monitoring, does not constitute treatment.*

The hearing will be held on **July 7, 2026, at 6:00 p.m.** in the School District Board Room, 1231 Addison Street, Berkeley CA 94702.

For further information, please contact David McPartland, EMS Assistant Chief, at (510) 981-3473.

A copy of the staff report for this hearing will be available on the City's website at [www.berkeleyca.gov](http://www.berkeleyca.gov) as of **June 25, 2026**. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology, as well as any health and safety requirements for in-person attendance.**

July 7, 2026

Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, or e-mailed to [council@cityofberkeley.info](mailto:council@cityofberkeley.info) in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley 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 or in person to the City Clerk. 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 at 981-6900 or [clerk@cityofberkeley.info](mailto:clerk@cityofberkeley.info) for further information.

*If you challenge the above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Berkeley at, or prior to, the public hearing. Background information concerning this proposal will be available at the City Clerk Department and posted on the City of Berkeley webpage at least 10 days prior to the public hearing.*

Published: June 26 and July 3, 2026 – The Berkeley Voice Per Government Code 6062A

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I hereby certify that the Notice for this Public Hearing 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 June 25, 2026.

\_\_\_\_\_  
Mark Numainville, City Clerk



April 9, 2026

Paul Buddenhagen  
City Manager  
City of Berkeley  
2180 Milvia St.,  
Berkeley, CA 94704

Dear Mr. Buddenhagen:

This letter constitutes notice that the EMS Director of the Alameda County EMS Agency has approved an increase in the user fees that may be charged by the County’s contracted 9-1-1 ambulance transport service provider Falck. Under the terms of the City of Berkeley’s current Emergency Medical Services Ambulance Transport Agreement Section 10.2, your City may consequently increase its user fees to remain equivalent to the County’s Contracted Private Provider rates effective July 1, 2026.

**UPDATED EXHIBIT G  
CITY’S USER FEES – 911 SYSTEM**

	<b>Current</b>	<b>Effective 7/1/2026*</b>
<b>Bundled Base Rate</b>	\$4,529.89	\$5,001.45
<b>Mileage/Mile</b>	\$102.21	\$ 112.85
<b>Oxygen</b>	\$338.42	\$ 373.65
<b>** Treat, Non-transport Rate</b>	\$908.49	\$1,003.06

\* It is understood that these rate increases are conditional on each city's ability to demonstrate that the charges are not considered taxes under the California Constitution (art. XIII C sec. 1e). Each city will be responsible for vetting this issue for their individual Councils. Actual effective date based on City Council approval.

\*\* Treat, Non-transport rate applies to patients who receive a treatment intervention (such as 50% Dextrose) and subsequently refuse transport. Assessment (vital signs, EKG, etc.) does not constitute treatment interventions. The Treat, Non-Transport rate also applies to patients who receive treatment via referral to EMS Agency Director-approved telehealth providers under Contractor’s pilot or permanent telehealth program.

All other terms and conditions of your Agreement with the County shall remain in full force and effect. Please acknowledge receipt and understanding of this notification as provided below, and return an original signed copy to the Alameda County Emergency Medical Services Agency no later than July 1, 2026 at the following address:



Alameda County Emergency Medical Services Agency  
Attention: Michelle Barrientos  
1000 San Leandro Blvd, Suite 200  
San Leandro, CA 94577

Please also forward a copy of any documentation reflecting approval of the user fee increase by your City Council, if applicable, upon receipt.

Should you have any questions, please feel free to contact me at (510) 618-2030.

Sincerely,

DocuSigned by:  
*William McClurg*  
AF0BFE397A6C49D...

William McClurg  
Interim EMS Director  
Alameda County EMS Agency

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Acknowledged by (Signature)  
For: City of Berkeley

Paul Buddenhagen, City Manager  
Name and Title

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Date

CC: Chief David Sprague, Berkeley Fire Department  
Aneeka Chaudhry, Interim Director, Alameda County Health  
Scott Dickey, Alameda County Assistant County Counsel



Office of the City Manager

PUBLIC HEARING

July 7, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Prepared by: Jennifer Louis, Chief of Police  
 Subject: Memorandum of Understanding (MOU) Compendium: Agreements with Other Law Enforcement Agencies and Private Organizations

RECOMMENDATION

Conduct a public hearing, and upon conclusion, adopt a Resolution to:

1. Approve the attached MOU Compendium reflecting the current operational agreements between the Berkeley Police Department and other law enforcement agencies and private organizations.
2. Accept the attached Suspicious Activity Report (SAR).
3. Accept the attached Mutual Aid requests and responses report as submitted in accordance with existing City Council directives.

FISCAL IMPACTS OF RECOMMENDATION

The fiscal impact of not approving these inter-agency operational agreements is difficult to quantify, but the potential costs to the City of Berkeley could be substantial. Without formal partnerships between agencies, the City could face significantly higher expenditures when responding to critical incidents or large-scale emergencies, including but not limited to major criminal investigations, civil unrest, natural disasters, or acts of terrorism. The absence of these agreements may also necessitate that the department develop and maintain additional internal expertise, equipment or specialized programs in order to meet operational needs independently. These agreements are essential for enabling coordinated, timely and cost-effective responses that minimize strain on City resources and ensure public safety during such events.

Approval of these agreements supports the continuation of law enforcement operations as outlined in the Department's current budget. While non-approval may yield short-term budget savings, it could lead to increased investigative costs and immeasurable impacts on public safety and justice outcomes if offenders are not effectively identified or prosecuted.

The cost, or lack thereof, for each agreement is outlined in the summary included in the attached MOU Compendium.

## CURRENT SITUATION AND ITS EFFECTS

The majority of these agreements have been in place for several years and are updated as needed to ensure continued relevance and operational effectiveness. This allows daily law enforcement operations to proceed smoothly. Challenges that may arise are addressed through mutual cooperation and strong working relationships between agencies. Without these agreements or memoranda of understanding (MOUs), the Department's efficiency and ability to deliver services effectively would be significantly diminished.

This compendium consolidates those agreements into a single reference document for Council's review. To understand what has changed, start with the Preface, which categorizes and summarizes all modifications made since the previous version. The Table of Contents further highlights the addition or deletion of agreements. Once a change is identified, readers can locate the full updated language in the corresponding section of the document. Agreements that are new, amended, or renewed are clearly labeled to distinguish them from those that remain unchanged.

## BACKGROUND

Berkeley Municipal Code (BMC) §§2.04.150 – 2.04.210 requires City Council approval of any agreements, understandings, or policies involving mutual aid, information sharing, or operational cooperation between the Berkeley Police Department and local, state or federal law enforcement agencies, military or intelligence agencies, and private security organizations. These provisions came into effect under Ord. 4640 NS §1, 1973, requiring annual City Council approval. The last City Council approval was July 22, 2025.

## ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

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

## RATIONALE FOR RECOMMENDATION

The Berkeley Police Department provides law enforcement services to those who live, work, and visit Berkeley. It does so under the guidance of federal, state and local laws. The ability to leverage regional partnerships and shared resources is critical to the Department's mission and to maintaining a just system and effective system of law enforcement. That cannot be accomplished without the cooperation of other law enforcement agencies and private organizations.

Effectively managing large-scale emergencies, critical incidents or disasters require substantial personnel and logistical resources. Such responses are only possible through the mutual aid system established by the State and coordinated at the County level. Additionally, to remain eligible for Federal Emergency Management Agency (FEMA) disaster funding and/or reimbursement, agencies must follow the guidelines set forth by the National Incident Management System (NIMS), as required by federal law.

Many external agencies, including the University of California, Bay Area Rapid Transit, East Bay Regional Parks, and California Highway Patrol, have jurisdictional interests in areas, buildings or structures located within Berkeley. Formal agreements help ensure seamless coordination and, in some cases, are required by state law.

**ALTERNATIVE ACTIONS CONSIDERED:**

An alternative to approving the current set of inter-agency agreements would be to defer or decline their adoption. However, this is not recommended. Failure to approve these agreements would place the City out of compliance with BMC 2.04.150–2.04.210 and compromise the Berkeley Police Department’s ability to coordinate effectively with external agencies. Without formal agreements in place, the Department would face operational limitations, increased risk during critical incidents, and potential disqualification from certain state and federal funding. In addition, the absence of MOUs could hinder joint investigations, prolong emergency response times, and reduce the Department’s ability to ensure public safety. Given the critical role these agreements play in maintaining compliance, operational readiness, and regional collaboration, there is no viable alternative to their review and approval.

**CONTACT PERSON:**

Jennifer Louis, Chief of Police, 510-981-5900

**Attachments**

- 1. Resolution
  - Exhibit A: MOU Compendium: Agreements with Other Law Enforcement Agencies and Private Organizations
    - Section # / Title
    - Section 1 - Local Agencies
    - Section 2 - State Agencies
    - Section 3 - Federal Agencies
    - Section 4 - Private Security Entities
- 2. Public Hearing Notice
- 3. SAR Report
- 4. Mutual Aid Report

RESOLUTION NO. \_\_\_\_\_ N.S.

APPROVING THE MEMORANDUM OF UNDERSTANDING COMPENDIUM, REVISED AND UPDATED AS OF JULY 7, 2026, WHICH EXPRESS TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE BERKELEY POLICE DEPARTMENT AND OTHER LAW ENFORCEMENT AGENCIES AND PRIVATE ORGANIZATIONS

WHEREAS, the Berkeley Police Department has established written agreements with other law enforcement agencies and private organizations; and

WHEREAS, such agreements are needed to enhance investigative resources and emergency services provided to the citizens of Berkeley, creating a safer environment for all; and

WHEREAS, Berkeley Municipal Code §2.04.150 et seq. (the Ordinance) requires public disclosure and City Council approval of written agreements between the Berkeley Police Department and outside agencies or organizations; and

WHEREAS, the Suspicious Activity Report (SAR) has been prepared and submitted in accordance with existing City Council directives and is attached for review and acceptance; and

WHEREAS, the Mutual Aid Requests and Responses Report has been prepared and submitted in accordance with existing City Council directives and is also attached for Council review and acceptance.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley approves the agreements between the Berkeley Police Department and other law enforcement agencies and private organizations as set forth in the City Manager Report dated July 7, 2026, a copy of which is attached hereto, marked Exhibit A and made part hereof.

BE IT FURTHER RESOLVED that the Council of the City of Berkeley accepts the Suspicious Activity Report (SAR) and the Mutual Aid Requests and Responses Report as submitted.

BE IT FURTHER RESOLVED that record copies of the aforementioned documents to be on file in the Office of the City Clerk, and be available electronically via the City of Berkeley website.

**CITY OF BERKELEY  
POLICE DEPARTMENT**

**MEMORANDUM OF UNDERSTANDING (MOU) COMPENDIUM**

AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES  
AND PRIVATE ORGANIZATIONS

As of July 7, 2026



(Submitted in compliance with Berkeley Municipal Code §2.04)

**PREFACE**

This Memoranda of Understanding (MOU) Compendium contains current written agreements referenced in Berkeley Municipal Code §2.04.150, et seq. (hereafter, Ordinance). It fulfills the Ordinance’s requirement for public disclosure of formal relationships with other law enforcement agencies and private organizations.

The 2026 MOU Compendium has been updated to align with the Ordinance’s intent and content. It reflects current agreements presented to and approved by Council on July 7, 2026. Informal agreements or understandings are excluded to maintain a clear focus on active, formal agreements.

Where interaction, cooperation, or information sharing with other law enforcement agencies and private organizations is not specified in this compendium, the Department shall do so only as permitted by law, policy, and when necessary to support lawful investigations and public safety.

For reference, the previous [2025 MOU Compendium can be found at this link.](#)

The information below describes changes that were made to the current MOU Compendium and is organized as follows:

- New agreements added since July 22, 2025
- Existing agreements renewed or revised
- Existing agreements removed or discontinued

**New Agreements**

- **1.2 San Francisco Police Department:** This agreement was with the San Francisco Police Department for BPD Explosive Ordnance Disposal (EOD) Squad to provide services for the duration of the Super Bowl 60 week from January 31 through February 8, 2026. These services included securing public safety and continuity of operations including but not limited to maintaining a robust law enforcement presence, preserving the public peace, preventing and deterring crime and facilitating access control to event locations in the city and county of San Francisco and the San Francisco International Airport.

**Existing Agreements**

- **1.1 Alameda County Sobering Center;** No changes
- **1.7 Bay Area Rapid Transit Police (BART);** No changes

- 1.9 **East Bay Regional Parks Police (EBRP Police)**; No changes
- 1.12 **University of California Police Department (UCPD)**; No changes
- 1.15 **San Jose Police Department, Silicon Valley Internet Crimes Against Children (ICAC) Task Force**; Format change, updated signature
- 1.21 **Alameda County Emergency Medical Services Agency (EMS Agency)**; No changes
- 2.7 **California Department of Justice CALPHOTO**; No changes
- 2.9 **California Department of Justice CLETS**; No changes
- 2.11 **California Highway Patrol (CHP)**; No changes
- 2.16 **California Sex and Arson Registry (CSAR)**; No changes
- 3.12 **Northern California Regional Intelligence Center (NCRIC)**; No changes
- 3.13 **United States Marshals Service Fugitive Task Force**; No changes
- 4.1 **Child Abuse Listening, Interviewing and Coordination (CALICO)**; No changes
- 4.2 **Critical Reach Public Safety Communications Systems**; No changes
- 4.3 **A Safe Place Domestic Violence Resource Center**; No changes

#### **Existing Agreements: Minor Updates**

- 1.4 **Alameda County District Attorney's Office Victim/Witness Assistance Division**: This agreement highlights some programmatic requirements of both current and forthcoming versions of grant-funded victim assistance programs, administered by the ACDAO. This collaboration encompasses, but is not limited to, Victim Witness Assistance Program, Unserved/Underserved Victim Advocacy and Outreach Program, Human Trafficking Advocacy Program, Family Justice Centers Program.

#### **Agreements Removed or Discontinued**

- 1.8 **Berkeley Unified School District (BUSD)**: This agreement was from 2009 and was thus outdated and limited in scope. Formal BPD assistance at events is now managed through the department's third-party contracting processes and a formal operational agreement to codify any additional scope of services, if necessary, is a longer term project.
- 1.11 **Union Pacific Railroad Police Department**: This agreement was from 2007. Union Pacific has transitioned to using "no trespassing" letters. This request is now processed according to procedures for these letters.
- 4.5 **Bay Area Women Against Rape (BAWAR)**: This agreement expired in September 2025 and BAWAR has since ceased operations.

**LEGISLATIVE HISTORY**

City Council accomplished public hearings, review and approval of submitted agreements and general understandings as required by BMC 2.04.170 on:

- March 12, 1974 (Resolution No. 46,409 N.S.)
- March 11, 1975 (Resolution Nos. 47,103 N.S.; 47, 104 N.S.; 47, 105 N.S.)
- March 30, 1976 (Resolution No. 47,873 N.S.)
- March 22, 1977 (Resolution No. 48,630 N.S.)
- July 27, 1982 (Resolution No. 51,445 N.S.)
- October 16, 1984 (Resolution No. 52,458 N.S.)
- April 29, 1986 (Resolution No. 53,207 N.S.)
- September 19, 2006 (Resolution No. 63,432 N.S.)
- April 20, 2010 (Resolution No. 64,847 N.S.)
- November 8, 2011 (Resolution No. 65,505 N.S.)
- September 18, 2012 (Resolution No. 65,901 N.S.)
- September 18, 2012 (Resolution No. 65,902 N.S.)
- October 15, 2013 (Resolution No. 66,344 N.S.)
- October 28, 2014 (Resolution No. 66,836 N.S.)
- December 15, 2015 (Resolution No. 67,327 N.S.)
- March 14, 2017 (Resolution No. 67,870 N.S.)
- June 20, 2017 (Resolution Nos. 68,050 N.S., 68-051 N.S., 68-052 N.S., 68-053 N.S.)
- July 23, 2018 (Resolution No. 68517 N.S.)
- July 22, 2025 (Resolution No. 71,902 N.S.)

**DEPARTMENT HEAD AFFIRMATION AND APPROVAL**

I affirm I have reviewed the contents of this Compendium and approve its presentation to City Council for public hearing, review and approval.



Jennifer Louis, Chief of Police

07/07/26

Date

**BERKELEY POLICE DEPARTMENT**  
**MOU COMPENDIUM: AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES**  
**AND PRIVATE ORGANIZATIONS**  
**2026**

**CITY COUNCIL REVIEW**

| EXISTING ITEMS ARE BLACK | **REVISED ITEMS ARE BLUE** |  
| **NEW ITEMS ARE RED** | **REMOVED ITEMS ARE GREEN** |

Ch. Pg.	Title
<b><u>CHAPTER 1 - LOCAL AGENCIES</u></b>	
1 1	Alameda County, Safe House Sobering Center (sponsored private program)
<b>1 2</b>	<b>San Francisco Police Department</b>
<b>1 4</b>	<b>Alameda County District Attorney's Office, Victim/Witness Assistance Division</b>
1 7	Bay Area Rapid Transit Police Department
<b>1 8</b>	<b>Berkeley Unified School District</b>
1 9	East Bay Regional Parks Police Department
<b>1 11</b>	<b>Union Pacific Railroad Police Department</b>
1 12	University of California Berkeley Police Department
1 15	San Jose Police Department, Silicon Valley, Internet Crimes Against Children Task Force
1 21	Alameda County Emergency Medical Services Agency
<b><u>CHAPTER 2 - STATE AGENCIES</u></b>	
2 7	California Department of Justice, Cal-Photo
2 9	California Department of Justice, Law Enforcement Telecommunications System (CLETS)
2 11	California Highway Patrol
2 16	California Sex and Arson Registry
<b><u>CHAPTER 3 - FEDERAL AGENCIES</u></b>	
3 12	Northern California Regional Intelligence Center (NCRIC)
3 13	United States Marshals Service Fugitive Task Force
<b><u>CHAPTER 4 - PRIVATE AGENCIES</u></b>	
4 1	Child Abuse Listening, Interviewing & Coordination (CALICO)
4 2	Critical Reach Public Safety Communication System
4 3	A Safe Place
<b>4 5</b>	<b>Bay Area Women Against Rape</b>

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.1</b>
<b>Title:</b>	<b>LOCAL: ALAMEDA COUNTY, CHERRY HILL DETOXIFICATION SERVICES PROGRAM (sponsored private program)</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: April 20, 2010 / Latest: June 24, 2025
<b>Summary:</b>	Cherry Hill Detoxification Services Program (hereafter “Program”) is operated on behalf of Alameda County by Horizon Treatment Services. Its mission is to provide opportunities for consenting eligible adults exhibiting acute physiological effects of alcohol and/or drug intoxication to regain sobriety in a safe, supervised environment. The Police Department agrees to support the Program’s operational mission and participate as a referring law enforcement agency.
<b>Rationale:</b>	The supervised sobering services offered by the Program provide consenting intoxicated persons a reasonable alternative to incarceration, and an avenue toward detoxification and improvement in their health and quality of life. Referrals to the Program may have a positive effect upon other social services, health care facilities, communities, and families adversely impacted directly or indirectly by chronic intoxicant abuse. Maintaining an operational agreement with the Program promotes consistent participation in their Program and may serve as a viable alternative to incarceration.
<b>Cost:</b>	<p><i>If Approved:</i> Specific costs for incident investigation and criminal case preparation cannot be exactly calculated. Non-criminal disposition may reduce costs associated with investigation and prosecution.</p> <p><i>If Not Approved:</i> Fiscally neutral. Staff will continue to investigate incidents, direct offenders to the criminal justice system, and participate in court case preparation.</p>
<b>Recommendation:</b>	Approval



Police Department

Cherry Hill  
Horizon Treatment Services  
2035 Fairmont Dr.  
San Leandro, CA 94578

Subject: **MUTUAL OPERATIONAL AGREEMENT**

Mr. Anthony Bass, Program Manager:

This Operational Agreement stands as evidence that the involved Parties, the City of Berkeley Police Department (hereafter "Department") and Cherry Hill Detoxification Services Program (hereafter "Program") intend to work together toward the mutual goal of providing opportunities for consenting eligible adults exhibiting acute physiological effects of alcohol and/or drug intoxication (hereafter "Clients") to regain sobriety in a safe, supervised environment.

Both Parties to this Agreement believe that the supervised sobering services offered by the Program provide Clients a reasonable alternative to incarceration and criminal prosecution, and an avenue toward detoxification and improvement in their health and quality of life. The Parties also acknowledge referral of Clients to the Program may have a positive effect upon social services, health care-facilities, communities, and families adversely impacted directly or indirectly by chronic intoxicant abuse.

To this end, the Department agrees to support the Program's operational mission and participate as a referring law enforcement agency. Within written operational guidelines established and agreed to by both Parties:


- 1) Department employees will refer Clients to the Program as an authorized alternative to their investigation and incarceration for criminal public intoxication (e.g., CA Penal Code §647(f)). Department employees may also cite and release Clients for Penal Code §647(f) while simultaneously referring them to the Center.
- 2) The Department will be responsible for the Client's care and safety until the conclusion of the Program's intake process and lawful release from custodial detention.
- 3) The Program will evaluate eligibility of Clients referred to their facility by Department employees during the intake process and receive those deemed acceptable.
  - a. Should the Program determine a Client is not acceptable for entry to the Program due to medical reasons, the Program will accept responsibility for the Client and be responsible for coordinating necessary immediate medical care.

- b. Should the Center determine a Client is not acceptable for entry to the Center for other than medical reasons, the Department will maintain custody and responsibility for the Client, and will remove the Client from the Center for other custodial disposition authorized by law and policy.
- 4) Upon accepting responsibility for a Client, the Center will be responsible for the Client's care and safety -until an appropriate disposition regarding the Client is accomplished.
- 5) Once the Center has accepted responsibility for the Client:
  - a. The Department will not be responsible or liable for the Client's safety or welfare, or the Client's conduct; and,
  - b. The Center agrees to indemnify, defend, and hold harmless the City of Berkeley, and its officers, agents, volunteers and employees, as to all claims or lawsuits against the City of Berkeley, its officers, agents, volunteers or employees, for injury, death, or damages sustained by or caused by a Client under the Center's care.
- 6) Subsequent to being received into the Center, should a Client referred by the Department, due to non-medical issues, including, but not limited to, belligerence or combativeness, become ineligible to remain within the Center, the Center will be responsible for the Client's safe disposition out of the Center (e.g., requesting assistance from Alameda County Sheriff's Department personnel.)

This operational agreement shall become effective upon execution by each agency. The term of this Operational Agreement is 7 years from the effective date. Either agency may terminate from this Operational Agreement by 30 days prior written notice provided to the other agency. In the event of an emergency, this Operational Agreement may be cancelled by either agency without notice.

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.

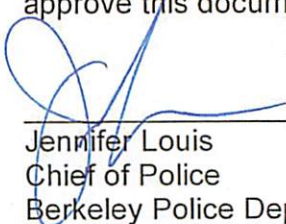
\_\_\_\_\_  
 Jennifer Louis (Date)  
 Chief of Police  
 Berkeley Police Department

  
 \_\_\_\_\_ 5/13/25  
 Anthony Bass (Date)  
 Program Manager  
 Cherry Hill  
 Horizon Treatment Services

- b. Should the Program determine a Client is not acceptable for entry to the Program for other than medical reasons, the Department will maintain custody and responsibility for the Client, and will remove the Client from the Program for other custodial disposition authorized by law and policy.
- 4) Upon accepting responsibility for a Client, the Program will be responsible for the Client's care and safety -until an appropriate disposition regarding the Client is accomplished.
- 5) Once the Program has accepted responsibility for the Client:
- a. The Department will not be responsible or liable for the Client's safety or welfare, or the Client's conduct; and,
  - b. The Program agrees to indemnify, defend, and hold harmless the City of Berkeley, and its officers, agents, volunteers and employees, as to all claims or lawsuits against the City of Berkeley, its officers, agents, volunteers or employees, for injury, death, or damages sustained by or caused by a Client under the Program's care.
- 6) Subsequent to being received into the Program, should a Client referred by the Department, due to non-medical issues, including, but not limited to, belligerence or combativeness, become ineligible to remain within the Program, the Program will be responsible for the Client's safe disposition out of the Program (e.g., requesting assistance from Alameda County Sheriff's Department personnel.)

This operational agreement shall become effective upon execution by each agency. The term of this Operational Agreement is 7 years from the effective date. Either agency may terminate from this Operational Agreement by 30 days prior written notice provided to the other agency. In the event of an emergency, this Operational Agreement may be cancelled by either agency without notice.

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.

  
\_\_\_\_\_  
Jennifer Louis  
Chief of Police  
Berkeley Police Department

6/24/25  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Anthony Bass  
Program Manager  
Cherry Hill  
Horizon Treatment Services

\_\_\_\_\_  
(Date)

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.2</b>
<b>Title:</b>	<b>LOCAL: SAN FRANCISCO POLICE DEPARTMENT (SFPD)</b>
<b>Type:</b>	Memorandum of Understanding
<b>Approvals:</b>	Initial: January 20, 2026
<b>Summary:</b>	<p>The San Francisco Police Department (SFPD) is responsible for the investigation of criminal incidents in the city and county of San Francisco. SFPD requested assistance with securing the event surrounding and supporting the weeklong events associated with the National Football League's Super Bowl LX. The influx of people and enhanced security needs at multiple venues necessitated a larger law enforcement response than SFPD could staff. Specifically, they required the assistance of allied agencies who have specially trained and certified EOD/bomb technicians.</p> <p>This assistance was requested from January 31, 2026 through February 8, 2026.</p>
<b>Rationale:</b>	Entering into this written agreement supported the law enforcement mission and promotion of public safety in our area for a high security event.
<b>Cost:</b>	<p><i>If Approved:</i> Costs for this event were only for staff time. This MOU was entered into in a similar fashion to that of mutual aid, however since the event was preplanned it did not fit the requirements of such a request. SFPD provided lodging, sustenance, and fuel for vehicles deployed. Deployed staff are a highly trained scarce resource who are used as a regional asset when needed and available.</p> <p><i>If Not Approved:</i> Fiscally neutral.</p>
<b>Recommendation:</b>	Approval

**Memorandum of Understanding  
By and between  
the City and County of San Francisco and the  
San Francisco Police Department and Berkeley Police Department- Superbowl LX**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is made on the 20<sup>th</sup> day of January 2026, in the City and County of San Francisco, State of California, by and between the Berkeley Police Department (BPD) and the City and County of San Francisco (“City”) acting by and through the San Francisco Police Department (SFPD).

The City is hosting the weeklong events associated with NFL Super Bowl 60 (SBLX). This is a SEAR 1 event, which requires a robust security plan. Daily attendance at various venues is estimated to be in the tens of thousands, including national and international dignitaries, team owners, and celebrities. The influx of people as well as the enhanced security needs at multiple venues necessitate a more robust law-enforcement presence than the SFPD can staff alone, especially regarding trained bomb technicians and explosive detection K9s.

SBLX related events will be held at various venues throughout the City and County of San Francisco beginning on Saturday, January 31, 2026, and continuing through Sunday February 8, 2026.

The goal of this MOU is to facilitate collaboration between the SFPD and the BPD for delivery of law enforcement services securing public safety and continuity of operations within the City and County of San Francisco. This includes, but is not limited to, maintaining a robust law enforcement presence, preserving the public peace, preventing and detecting crime, and facilitating access control to event locations, through the laws of the United States, the State of California, and the City and County of San Francisco.

The MOU memorializes the agreement between the BPD and the SFPD for BPD to provide law enforcement services:

**II. RESPONSIBILITIES**

A. The Berkeley Police Department shall have the following responsibilities during deployment, which shall be between January 31, 2026, through February 8, 2026:

- Provide personnel in the form of trained bomb technicians and explosive detection K9s from BPD to assist with explosive detection and screening at various locations throughout the City for SBLX related events.
- Requests for emergency mutual aid not covered above will be relayed to Chief Jennifer Lewis of the BPD, or his designee, by SFPD Chief Derrick J. Lew or his designee for review. BPD’s response to such requests will be at the discretion of Chief Lewis or his designee.
- Further, Chief Lewis has the discretion to recall any BPD officers to her jurisdiction after giving reasonable notice to SFPD Chief Derrick J. Lew or his designee, if necessary to respond to an ongoing emergency for which they are responsible.

- BPD members will remain under their own internal chain of command while on assignment. Unified command between BPD and SFPD will be coordinated by the highest-ranking member of each organization while on site within the City.
- BPD will adhere to their department policies and procedures.
- BPD will assist in the detection and investigation of explosive devices in accordance with their training and department policies.

**B. The San Francisco Police Department and the City shall have the following responsibilities:**

- The City will provide hotel accommodations to BPD members through the duration of their deployment. This transaction will be handled directly by the City and the hotel provider. Accommodations will be provided from Saturday, January 31<sup>st</sup>, 2026 through Sunday, February 8<sup>th</sup>, 2026.
- The City will provide for fuel for BPD vehicles through the duration of their deployment. Fuel will be obtained from City operated fueling stations.
- The City will provide secure parking for BPD vehicles through the duration of their deployment.
- The City will provide on-duty meals for BPD personnel through the duration of their deployment.
- The City will not be responsible for any other costs or additional equipment to the BPD.

**III. Relationship of the Parties:**

It is understood and agreed that the BPD and the SFPD are separate and independent entities, and that no relationship of employer-employee exists between or among them, and that neither entity is a representative of nor an agent of the other entity. The personnel of each agency shall be, and shall at all times remain, employees only of their respective agency in the performance of services related to this MOU and shall not be deemed to be employees or agents of the other agency for any purpose. Each agency shall be solely responsible for the acts and omissions of its officers, employees, and agents.

**IV: Indemnification and Hold Harmless:**

- BPD shall indemnify and hold SFPD, the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of BPD, its officers, agents or employees.

- City shall indemnify and hold BPD, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SFPD, the City, its officers, agents or employees.
- In the event of concurrent negligence of SFPD, the City, its officers, employees and agents, and BPD and its officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

**V. Modifications:**

Any modifications or amendments to this MOU shall be in writing and signed by both SFPD and BPD authorized representatives, and they become effective on the date of the last signature.

**VI. Governing Law and Venue:** This MOU shall be governed exclusively the provisions hereof and by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this MOU shall be in San Francisco, California.

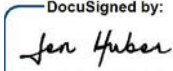
**VII. Duration of Agreement:**

This MOU is effective as of when it is fully executed by all parties and shall remain in effect until February 9, 2025. After February 9, 2025, this MOU is null, void, inoperative and of no legal effect, except with respect to Section III. Relationships of the Parties, Section IV. Indemnification, and Section VI. Governing Law and Venue, which shall survive termination of this MOU.

**VIII. Signatures:**

APPROVED AS TO FORM:

DAVID CHIU, CITY ATTORNEY

BY:  744C48308D49487...

Date: January 19, 2026 | 13:06:29 PST

Jen Huber  
Deputy City Attorney

APPROVED BY:

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Jennifer Lewis  
Chief of Police  
Berkeley Police Department

BY:  \_\_\_\_\_

Date: 01/14/26

Derrick J. Lew  
Chief of Police  
San Francisco Police Department

- City shall indemnify and hold BPD, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages, arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SFPD, the City, its officers, agents or employees.
- In the event of concurrent negligence of SFPD, the City, its officers, employees and agents, and BPD and its officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

**V. Modifications:**

Any modifications or amendments to this MOU shall be in writing and signed by both SFPD and BPD authorized representatives, and they become effective on the date of the last signature.

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**VIII. Signatures:**

APPROVED AS TO FORM:

David Chiu, City Attorney

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Jen Huber  
Deputy City Attorney

BY:  \_\_\_\_\_

Date: Jan 21, 2026 \_\_\_\_\_

Farimah Brown  
City Attorney






# BPD\_SFPD\_SB\_MOU\_01.20.26

Final Audit Report


2026-01-22

Created:	2026-01-20
By:	Darrin Rafferty (DRafferty@berkeleyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUSA7nXIJ9A8w80QQI1oZvGesQFF2G-79

## "BPD\_SFPD\_SB\_MOU\_01.20.26" History

-  Document created by Darrin Rafferty (DRafferty@berkeleyca.gov)  
2026-01-20 - 5:15:29 PM GMT
-  Document emailed to Farimah Brown (FBrown@berkeleyca.gov) for signature  
2026-01-20 - 5:15:55 PM GMT
-  Email viewed by Farimah Brown (FBrown@berkeleyca.gov)  
2026-01-22 - 0:52:54 AM GMT
-  Document e-signed by Farimah Brown (FBrown@berkeleyca.gov)  
Signature Date: 2026-01-22 - 0:53:16 AM GMT - Time Source: server
-  Agreement completed.  
2026-01-22 - 0:53:16 AM GMT

APPROVED BY:

BY:   
Jennifer Louis (Jan 20, 2026 09:07:59 PST)

Jan 20, 2026  
Date: \_\_\_\_\_

Jennifer Louis  
Chief of Police  
Berkeley Police Department

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Derrick Lew  
Chief of Police  
San Francisco Police Department






# BPD\_SFPD\_SB\_MOU\_01.20.26

Final Audit Report

2026-01-20

Created:	2026-01-20
By:	Darrin Rafferty (DRafferty@berkeleyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5uFpQ-UAE8TFr1YRmi4K7dpMv1tNsQX5

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2026-01-20 - 3:54:01 PM GMT
-  Email viewed by Jennifer Louis (JLouis@berkeleyca.gov)  
2026-01-20 - 5:07:16 PM GMT
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Signature Date: 2026-01-20 - 5:07:59 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-20 - 5:07:59 PM GMT

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.4</b>
<b>Title:</b>	<b>LOCAL: ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE, VICTIM / WITNESS ASSISTANCE DIVISION</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: 2015 / Latest: August 11, 2025
<b>Summary:</b>	The Alameda County District Attorney's Office's Victim/Witness Assistance Division provides services to victims of crime and their families. The Police Department affirms its statutory responsibilities regarding provision of Victim Assistance information (ref. Government Code §13968(c)), commitment to victim referral, and facilitation of in-service training programs sponsored by the District Attorney's Office.
<b>Rationale:</b>	Cooperation with the District Attorney's Office's Victim / Witness Assistance Division promotes the successful prosecution of offenders and effective recovery for victims and their families.
<b>Cost:</b>	<p>If Approved: Costs would be neutral. Maintenance of victim assistance referral services with the Police Department are managed within its existing budget.</p> <p>If Not Approved: Cannot estimate cost of/or liability associated with non-compliance with statutory requirements regarding provision of victim assistance.</p>
<b>Recommendation:</b>	Continued approval



# Office of the District Attorney Alameda County

Ursula Jones Dickson  
District Attorney  
da.alamedacountyca.gov

## Operational Agreement

This Operational Agreement (OA) is entered into by the Alameda County District Attorney's Office ("ACDAO") and **Berkeley Police Department (BPD)**. This operational agreement (OA) stands as evidence that the **Berkeley Police Department** will work collaboratively with the **Victim/Witness Assistance Division (VWD)** and/or **Family Justice Center (ACFJC)**, in support of grant-funded victim assistance programs administered by the ACDAO. To this end, the ACDAO and the **Berkeley Police Department** will, when appropriate, provide referrals to victims of crime who are in need of services provided by each agency, to assist crime victims, families, and individuals impacted by multiple forms of victimization, including but not limited to, domestic violence, stalking/harassment, sexual assault, elder abuse, human trafficking (labor and sex), mass violence, and homicide.

*Roles and Responsibilities.* In adherence with compliance and programmatic requirements of both current and forthcoming versions of grant-funded victim assistance programs, administered by the ACDAO. This collaboration encompasses, but is not limited to, the following:

- Victim Witness Assistance Program (VW)
- Unserved/Underserved Victim Advocacy and Outreach Program (UV)
- Human Trafficking Advocacy Program (HA)
- Family Justice Centers Program (FJ)

**Berkeley Police Department** will provide victims of crime who are injured and their family members with information regarding State Compensation assistance and refer them to the ACDAO for assistance in filing a California Victim Compensation Board (CalVCB) application.

**Berkeley Police Department** will provide the information necessary to complete and verify CalVCB applications for State Compensation assistance, when requested by staff of the ACDAO Claims Unit (13962 Government Code).

The ACDAO will provide appropriate comprehensive services as mandated by law, including, but not limited to: crisis intervention, emergency assistance, resource and referral counseling, assistance in filing for State Compensation, property return, orientation to the criminal justice system, court support, case status and disposition, and restitution assistance (13835.5 Penal Code).

The ACDAO will, by agreement with the Alameda County DA's Chief of Inspectors, deploy if requested by Alameda County OHSES in an event of a mass victimization incident.

*Non-fiscal Resource Sharing.* The ACDAO will provide information, presentations, and training to members of the **Berkeley Police Department** upon request of the BPD staff.

*Primary Contacts.* The following individuals will serve as the **ACDAO's** primary liaisons for all related communication and coordination efforts and services, pursuant to this Operational Agreement.

Victim/Witness Assistance Division:

Kelli Sage, *Co-Director*  
(510-) 272-6180

Jenifer Mello, *Co-Director*  
(510) 272-6180

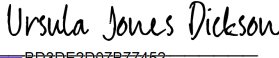
Family Justice Center:

Karla Elias Flores, *Executive Director*  
(510) 267-8800

*Term.* This Operational Agreement shall remain in effect through September 30, 2030.


*Signatures.* We, the undersigned, as authorized representatives of the **Alameda County District Attorney's Office** and the **Berkeley Police Department**, do hereby approve this agreement.

**Subrecipient and Implementing Agency:** Alameda County District Attorney's Office

Signed by:  
  
BDSDE2D07B77452...  
**Ursula Jones Dickson**  
**District Attorney, County of Alameda**

**Participating Agency:**

Berkeley Police Department

Signed by:  
  
D8D538DAAAF5E4E7...  
**Jennifer Louis**  
**Chief of Police, City of Berkeley**

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.7</b>
<b>Title:</b>	<b>LOCAL: BAY AREA RAPID TRANSIT (BART) POLICE DEPARTMENT</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: March 12, 1974 / Latest: July 24, 2025
<b>Summary:</b>	<p>Bay Area Rapid Transit (BART) Police Department is responsible for the investigation of criminal incidents occurring at BART owned or leased properties within Berkeley (e.g., BART stations, parking lots, subterranean rail system, lease commercial spaces). As BART PD generally does not engage in enforcement action in areas outside of BART jurisdiction, Berkeley Police Department personnel generally refrain from law enforcement activity on BART properties.</p> <p>In an emergency or critical incident, BPD may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
<b>Rationale:</b>	A single written agreement improves the Police Department's ability to function efficiently and effectively in the provision of law enforcement services.
<b>Cost:</b>	Cost factor is neutral; as there is no extraordinary fiscal commitment.
<b>Recommendation:</b>	Continued approval

## **OPERATIONAL AGREEMENT**

**Between**

**BERKELEY POLICE DEPARTMENT and BART POLICE DEPARTMENT**

### **PURPOSE**

This Operational Agreement codifies a cooperative professional association between Berkeley Police Department (BPD) and Bay Area Rapid Transit Police Department (BART PD). The purpose of this association is to promote public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

### **LEGAL AUTHORITY**

Pursuant to Penal Code §830.1 and Penal Code §830.33(a), police officers of both agencies shall have the authority to exercise peace officer powers at all times within the political subdivisions each represents.

### **OPERATIONAL JURISDICTION**

BART maintains transit stations, rail and related support systems, and commercial business space in the City of Berkeley. For transit station and commercial space location information, refer to Appendix-A attached to this Operational Agreement.

Rail tracks associated with the BART transit system are primarily subterranean, descending from above ground rail structures in the area of Martin Luther King Jr. Way and 63rd Street near the Oakland-Berkeley border, and Peralta Street just north of Hopkins Street in north central Berkeley. Above ground rail structures lead southward and northward, respectively, from these areas. Ashby and North Berkeley Stations both have ground-level parking lots for use by BART patrons.

While BPD and BART PD share jurisdictional authority within each other's political subdivisions within the City of Berkeley, BART PD will have primary responsibility for all police operations and investigations upon and within the BART stations, trains, structures, parking lots and BART right of way, including elevated, subterranean, and at grade track way.

BPD will have primary responsibility for law enforcement activity in or on the areas below elevated tracks, areas immediately outside of BART properties (whether fenced or open), and public sidewalks, streets, and all other areas over or immediately surrounding BART stations, parking lots, subterranean tracks and properties within the City of Berkeley.

BPD officers should not engage in routine patrol of BART stations or parking facilities. BPD will provide support services to BART PD, whether based on an on-view event or upon request for assistance for incidents occurring on BART property within Berkeley. BPD involvement may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of BART PD personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

BART PD officers should not engage in routine patrol in areas where BPD has primary jurisdiction. BART PD will provide support services to BPD, whether based on an on-view event or upon request for assistance for incidents occurring within BPD's jurisdiction. BART PD involvement may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of BPD personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

The operational protocols within this agreement do not preclude the provision of assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

An operational conflict which cannot be resolved by on-scene personnel will be presented via the Chain of Command to the attention of each department head. The Chiefs of Police will be responsible for the cooperative review of the issue and for providing direction to their respective subordinates to avoid future conflict.

In the event of a major incident within a BART station, rail tubes, or properties which results in the activation of BART's Emergency Plan, BPD agrees to cooperate and render requested assistance in accordance with that plan.

#### INCIDENT COMMAND AND CONTROL

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

When a formal Incident Command Structure has been established, both agencies agree to participate in the incident response in accordance with standard SEMS/NIMS protocols.

#### MISCELLANEOUS SERVICE

When requested by BPD for a bona fide public safety or law enforcement purpose, BART PD Communications Center staff will facilitate control of BART train activity (i.e., communicating requests to the Operations Control Center for trains to hold, stop or be held outside of stations). BPD agrees to advise BART PD Communications Center anytime BPD personnel require entry to the BART track way. After notification to BART

PD, BPD personnel should wait for a confirmation that train movement has been stopped prior to entering the track way or any other restricted area.

When requested by BART PD, BPD Communications Center staff will dispatch a Berkeley Fire Department ambulance. The facilitation of ambulance services shall be in accordance with the provisions of relevant BPD policy.

**ADMINISTRATIVE RESPONSIBILITIES**

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information (i.e., "out-aid" reports, arrests, etc.) to facilitate accurate and comprehensive administrative tracking.

**AUTHORIZATION OF AGREEMENT**

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.

  
Jennifer Louis (Jul 24, 2025 17:57:59 PDT)

\_\_\_\_\_  
Jennifer Louis  
Chief of Police  
Berkeley Police Department

Jul 24, 2025

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kevin Franklin  
Chief of Police  
BART Police Department

Jul 24, 2025

\_\_\_\_\_  
Date

- cc: Original #1, Berkeley Police Department
- Original #2, BART Police Department

**APPENDIX-A**  
**OPERATIONAL AGREEMENT**  
**between**

**BERKELEY POLICE DEPARTMENT and BART POLICE DEPARTMENT**

The following are locations within the City of Berkeley owned or leased by BART wherein BART PD exercises primary law enforcement jurisdiction:

**BART STATIONS**


- Ashby Station: Located below the 3000-3100 blocks of Adeline Street.
- Berkeley Station: Located below the 2100-2200 blocks of Shattuck Avenue.
- North Berkeley Station: Located beneath northwest of Delaware & Sacramento Sts.

**OTHER FACILITIES:**


- Ventilation Structure: North side of 2000 block of Hearst Avenue, mid-block between Bonita Avenue and Milvia Street.

**AUTHORIZATION OF APPENDIX-A**

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.

  
Jennifer Louis (Jul 24, 2025 17:57:59 PDT)  
 \_\_\_\_\_  
 Jennifer Louis  
 Chief of Police  
 Berkeley Police Department

Jul 24, 2025  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Kevin Franklin  
 Chief of Police  
 BART Police Department

Jul 24, 2025  
 \_\_\_\_\_  
 Date










# Berkeley PD\_BART PD Operational Agreement 2025

Final Audit Report

2025-07-25

Created:	2025-07-24
By:	Darrin Rafferty (DRafferty@berkeleyca.gov)
Status:	Signed
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## "Berkeley PD\_BART PD Operational Agreement 2025" History

-  Document created by Darrin Rafferty (DRafferty@berkeleyca.gov)  
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## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.9</b>
<b>Title:</b>	<b>LOCAL: EAST BAY REGIONAL PARK DISTRICT POLICE DEPARTMENT (EBRPD PD)</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: September 19, 2006 / Latest: December 1, 2010
<b>Summary:</b>	<p>EBRPD PD is responsible for the investigation of incidents occurring on properties in Berkeley that are owned or contractually obligated to the East Bay Regional Parks District. EBRPD PD generally does not engage in enforcement action in areas outside its primary jurisdiction.</p> <p>Similarly, Berkeley Police Department personnel generally refrain from law enforcement activity on EBRPD PD properties.</p> <p>In an emergency or critical incident, the Police Department may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
<b>Rationale:</b>	Written agreements support the law enforcement mission and promotion of public safety. They ensure the Police Department's ability to function efficiently and effectively in the provision of law enforcement services in areas of concurrent jurisdiction.
<b>Cost:</b>	Cost factor is neutral. Activities funded in existing Police Department budget.
<b>Recommendation:</b>	Continued approval

## OPERATIONAL AGREEMENT

between

### CITY OF BERKELEY POLICE DEPARTMENT and EAST BAY REGIONAL PARK DISTRICT POLICE DEPARTMENT

#### SECTION I. PURPOSE

This Operational Agreement codifies a cooperative professional association between the City of Berkeley Police Department ("BPD") and the East Bay Regional Park District Police Department ("EBRPDPD"), and establishes guidelines and procedures for the exercise of concurrent policing jurisdiction at Eastshore State Park and other East Bay Regional Park District properties (hereafter the "Properties") located in the City of Berkeley. The purpose of this association has been, and continues to be, the promotion of public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

#### SECTION 2. LEGAL AUTHORITY

The aforementioned Properties are operated by the East Bay Regional Park District (hereafter "District"), which also maintains its own Department of Public Safety under authority of Public Resources Code §5558. Sworn officers employed by both agencies have peace officer authority pursuant to Penal Code §830.1. BPD and EBRPDPD have concurrent legal jurisdiction and authority on Properties that are located within the City of Berkeley.

Pursuant to Jurisdictional Consent Agreement (PC §830.1) of the Alameda County Chiefs of Police and Sheriff's Association in 2003, police officers of both agencies shall have the authority to exercise peace officer powers at all times within each other's political subdivisions.

#### SECTION 3. PRIMARY JURISDICTION

BPD and EBRPDPD agree to adopt a shared policing approach with respect to areas of concurrent jurisdiction. Clarifying lines of primary jurisdiction for the Properties will promote the provision of efficient and effective policing services.

##### Eastshore State Park:

1. West Frontage Road (between Ashby Avenue and I-80 Pedestrian Bridge): Demarcation shall be the west raised curb of the paved Bay Trail, located west of and parallel to West Frontage Road. BPD shall have primary jurisdiction over areas east, and EBRPDPD shall have primary jurisdiction over areas west of this line.
2. West Frontage Road and University Avenue (southwest quadrant): Along West Frontage Road, demarcation shall be the west raised curb, or if none, the west paved edge, of the paved Bay Trail. Along University Avenue, it will be the south edge of the south sidewalk, or if none, south edge of the paved roadway of University

Avenue. BPD shall have primary jurisdiction over areas east and north, respectively, of these lines, and EBRPDPD shall have primary jurisdiction over areas west and south, respectively.

3. West Frontage Road and University Avenue (northwest quadrant):  
Along West Frontage Road, demarcation shall be the west edge of the paved Bay Trail. Along University Avenue, it will be the north edge of the paved north sidewalk, or if none, the north edge of the paved roadway of University Avenue. BPD shall have primary jurisdiction over areas east and south, respectively, of these lines and EBRPDPD shall have primary jurisdiction over areas west and north, respectively.
4. West Frontage Road (between University Avenue and south perimeter fence line of Tom Bates Sports Complex):  
Demarcation shall be the west edge of the paved Bay Trail. BPD shall have primary jurisdiction over areas east of this line. EBRPDPD shall have primary jurisdiction over areas west of this line.
5. University Avenue (south side, west of "The Brickyard") and South Sailing Basin:  
Along University Avenue, demarcation shall be the south edge of the paved roadway. Along the west side of the South Sailing Basin (only the east side of the Marina's "East Lawn" park area), demarcation will be the line where the "rip-rap" (i.e., shoreline concrete/boulders) abuts the paved pathway or compacted gravel sitting/activity zones. BPD shall have primary jurisdiction over areas west of this line, and EBRPDPD shall have primary jurisdiction over areas east.
6. University Avenue (north side, between West Frontage Road and Marina Boulevard):  
Demarcation shall be the north edge of the paved sidewalk/pathway, or, if none, the north edge of the paved roadway of University Avenue. BPD shall have primary jurisdiction over areas south of this line, and EBRPDPD shall have primary jurisdiction over areas north.
7. Marina Boulevard (between University Avenue and North Sailing Basin south shoreline):  
Demarcation shall be the east edge of the paved pathway, located east of and parallel to Marina Boulevard between University Avenue and the western prolongation of the "rip rap" at the south shoreline of the North Sailing Basin. BPD shall have primary jurisdiction over areas west of this line, and EBRPDPD shall have primary jurisdiction over areas east.
8. Interstate 80 Pedestrian Bridge (associated with the southwest quadrant of West Frontage Road and University Avenue):  
BPD shall have primary jurisdiction over the physical structures of the Bridge and paved walkway leading to/from it. EBRPDPD will have primary jurisdiction over the lands immediately surrounding and beneath the Bridge, and to either side of the paved walkway leading to/from it.
9. Tom Bates Sports Complex (southwest quadrant West Frontage Road and Gilman Avenue):  
Pursuant to the Ground Lease between the District and the City of Berkeley (dated March 20, 2007), BPD shall have primary jurisdiction over the Tom Bates Sports Complex, including the sports fields, parking lot, and area between West Frontage Road and the Complex's east fence line. EBRPDPD shall have primary jurisdiction over areas south and west of the Complex.

For purposes of this Agreement, the Complex's perimeter will be: Gilman Street; West Frontage Road; the south perimeter fence and its eastern prolongation to intersection with West Frontage Road; and, the north-south line identified by the west perimeter fence of the south field, the west edge of the open drainage trench, the vehicle access gate (to/from State Park areas west of the Complex), and a northward prolongation to Gilman Street.

#### **SECTION 4. OPERATIONAL RESPONSIBILITIES**

##### **A. Law Enforcement Activity, Investigation Procedures**

While BPD and EBRPDPD share jurisdictional authority within each other's political subdivisions, EBRPDPD will have primary responsibility for all police operations and investigations upon and within EBRPD Properties. BPD will have primary responsibility for law enforcement activity in those areas not expressly described as EBRPDPD primary jurisdiction within the City of Berkeley.

Officers from one agency should not ordinarily engage in routine patrol of areas within the primary jurisdiction of the other agency. Excluding investigations originated through on-view patrol activity, non-emergency incidents shall be investigated by the agency having primary jurisdiction. In the event an officer of one agency initiates a non-emergency incident investigation in the primary jurisdiction of the other agency, responsibility for that investigation shall remain with originating agency, unless, subsequent to prescribed notification, the notified agency exercises primary jurisdiction and assumes primary responsibility for the investigation.

Each agency will provide assistance to the other regarding law enforcement response to an in-progress or serious emergency occurring at locations of concurrent jurisdiction within Berkeley. Involvement of the agency not having primary jurisdictional responsibility may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of primary agency personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

The first police units arriving at an in-progress or serious emergency, whether BPD or EBRPDPD, shall be primarily responsible for initiating an investigation of the incident. If occurring in the jurisdiction of the other agency, investigative responsibility shall remain with the first arriving agency until transferred to the agency having primary jurisdiction, unless mutually decided by on-scene personnel that investigative responsibility should be maintained by the initiating agency or shared by both agencies.

The operational protocols within this Agreement do not preclude the provision of assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

##### **B. Communication Center, Notification Protocol**

Dispatch centers of both agencies will immediately notify the other of any calls received relating to an in-progress crime or serious emergency occurring in areas of concurrent jurisdiction. The agency that receives the initial report of an in-progress crime or serious emergency on the Properties (including on-viewed incidents) shall handle the call in accordance with its normal dispatch regulations and priorities. Dispatch centers of both agencies will facilitate communication between and coordination of field units responding to the emergency.

The agency that receives a non-emergency call for service or whose officers take non-emergency law enforcement action in the other's jurisdiction will notify that agency as soon as practical. When relevant and practical, the notifying agency will obtain and communicate reporting party information to the notified agency. The notifying agency will advise the other of any actions taken by its officers in response to the non-emergency call for service.

C. Special Events, Directed Enforcement Activity at District Properties

EBRPDPD shall advise BPD of any special events planned on the Properties which are likely to create public safety demands or problems. Normally, EBRPDPD will allocate sufficient resources to manage any such events, but may request support from BPD to manage any spillover onto adjacent streets and neighborhoods. Similar notice and collaboration requirements apply to BPD with regard to planned special events in the Marina which may affect the Properties and EBRPDPD (e.g., City of Berkeley-sponsored July 4<sup>th</sup> Fireworks Show).

BPD shall advise EBRPDPD whenever it decides to undertake directed law enforcement activity, other than routine patrol checks or actions, on the Properties. Unless good cause exists for each agency to act independently, joint operations shall be preferred to address serious or chronic problems on areas of concurrent jurisdiction.

**SECTION 6. INCIDENT COMMAND AND CONTROL**

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

When a formal Incident Command Structure has been established, both agencies agree to participate in the incident response in accordance with standard SIMS/NIMS protocols.

**SECTION 7. OPERATIONAL/JURISDICTIONAL CONFLICT, RESOLUTION**

If a dispute arises over whether BPD or EBRPDPD should assume primary investigative responsibility in a criminal case, the dispute shall be resolved in accordance with the following procedures:

1. The agency assuming initial responsibility for the case shall retain that responsibility. The other agency shall provide reasonable support and cooperate in the investigation, consistent with its other policing priorities and resource constraints. The investigating agency, to the extent feasible, shall accommodate any request from the other agency to conduct a parallel or joint criminal investigation.
2. Within five (5) business days, involved personnel from each agency shall communicate the issue(s) in dispute to their respective Department head.
3. At the earliest opportunity following notification, BPD and EBRPDPD Chiefs of Police shall meet and/or review the disputed case. The purpose of the review shall be to clarify issues of primary jurisdiction and investigative responsibility of similar cases in the future.

**SECTION 8. ADMINISTRATIVE RESPONSIBILITIES**

A. Ongoing Communication and Exchange of Reports


BPD and EBRPDPD acknowledge the importance of timely, regular communication at all levels, and commit to implement procedures to assure such communication.

1. BPD and EBRPDPD will exchange copies of crime reports or reports of significant contacts with possible criminal suspects whenever such reports may be of benefit or interest to the other agency. When appropriate, immediate notification shall be made to expedite the sharing of important information.
2. BPD and EBRPDPD criminal investigators shall confer regularly on any case, or regarding subjects, of mutual interest.
3. The Investigations Bureau commanders from each agency should confer regularly (e.g., quarterly) to review statistical reports and analyze any significant trends.
4. BPD and EBRPDPD supervisory and command staff should confer periodically to ensure high levels of cooperation and coordination between the two agencies.

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information to facilitate accurate and comprehensive administrative tracking.

**SECTION 9. AUTHORIZATION OF AGREEMENT**

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.

  
 \_\_\_\_\_  
 Michael K. Meehan (date) 12/1/2010  
 Chief of Police  
 City of Berkeley  
 Police Department

\_\_\_\_\_  
 Timothy Anderson (date)  
 Chief of Police  
 East Bay Regional Park District  
 Police Department

Approved as to Form:

\_\_\_\_\_  
 District Counsel

cc: Original #1, Berkeley Police Department  
Original #2, East Bay Regional Park Police Department

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.12</b>
<b>Title:</b>	<b>LOCAL: UNIVERSITY OF CALIFORNIA, BERKELEY POLICE DEPARTMENT (UCBPD)</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: March 12, 1974 / Current: November 9, 2024
<b>Summary:</b>	<p>UCBPD is responsible for investigation of incidents occurring at University-owned or leased properties in Berkeley. UCBPD may engage in enforcement activity within one mile of campus or in/around the aforementioned properties (ref. Education Code § 23501). Police Department personnel generally refrain from law enforcement activity on UCBPD properties.</p> <p>In an emergency or critical incident, the Police Department may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
<b>Rationale:</b>	Developing and maintaining a single written agreement supports the law enforcement mission and promotion of public safety, as well as ensures compliance with statutory written agreement requirements. It improved the Police Department's ability to function efficiently and effectively in the provision of law enforcement services in areas of concurrent jurisdiction.
<b>Cost:</b>	Cost factor is neutral. No extraordinary fiscal commitment.
<b>Recommendation:</b>	Continued Approval

**OPERATIONAL AGREEMENT**

between the

**CITY OF BERKELEY POLICE DEPARTMENT**

and the

**UNIVERSITY OF CALIFORNIA POLICE DEPARTMENT, BERKELEY**

**A. PURPOSE**

This Operational Agreement reflects the ongoing cooperative and professional association between the City of Berkeley Police Department (BPD) and the University of California Police Department, Berkeley (UCPD), and establishes guidelines and procedures for the exercise of concurrent policing jurisdiction. The purpose of this association has been, and continues to be, the effective and collaborative provision of public safety services and the mutual promotion of common law enforcement goals in areas of shared jurisdiction and interest. To this end, each agency adopts the jurisdictional protocols and operational procedures described in this document.

**B. LEGAL AUTHORITIES AND JURISDICTION**

Sworn officers employed by both agencies have peace officer authority pursuant to California Penal Code §830.1 or §830.2. Additionally, UCPD's primary jurisdiction is described in Education Code §92600. This agreement is not intended to abrogate or exceed the legal authority or jurisdiction of either agency.

Pursuant to the 2003 Jurisdictional Consent agreement of the Alameda County Chiefs of Police and Sheriff's Association, both agencies recognize the ability for police officers from either agency to exercise peace officer powers and to enforce state and local laws at any time within the jurisdiction each agency represents, to the extent allowed by law.

BPD officers do not have the authority to enforce administrative rules established by the University, but they may forward information or reports of such violations to UCPD for investigation and action.

This Operational Agreement is maintained in compliance with Education Code §67381 (The Kristin Smart Campus Safety Act of 1998).

**C. DEFINITIONS**

Administrative Responsibility: the duty of an agency to fulfill legal and ethical obligations including organizational oversight and internal discipline.

Geographic Responsibility: a physical location or area where an agency is identified as having operational responsibility.

Operational Responsibility: the duty of an agency to exercise jurisdictional authority as the primary provider or manager of law enforcement and public safety services in a particular area or situation.

**D. ADMINISTRATIVE RESPONSIBILITIES**

1. Ongoing communication and exchange of reports and statistical data

BPD and UCPD acknowledge the importance of timely, regular communication at all levels, and commit to implement procedures to ensure this continues.

BPD and UCPD will exchange copies of crime reports or reports of significant contacts with

possible criminal suspects whenever such reports may be of benefit or interest to the other agency. When appropriate, immediate notification should be made to expedite the sharing of important information.

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information to facilitate accurate and comprehensive administrative tracking.

BPD and UCPD criminal investigators should confer regularly on any case, or regarding subjects, of mutual interest. The detective commanders from each agency should confer regularly (e.g., quarterly) to review statistical reports and analyze any significant trends. BPD and UCPD supervisory and command staff should confer periodically to ensure high levels of cooperation and coordination between the two agencies.

This Agreement is not intended to in any way restrict the provision of general assistance or the lawful and necessary sharing of information between agencies in the course of normal law enforcement activity, in accordance with industry standards and professional courtesy.

## 2. Administrative investigations

Each Chief of Police will ensure their employee(s) give full cooperation, in all administrative investigations conducted by sworn staff of either department.

Allegations of misconduct arising out of joint police operations will be investigated by the agency against whose employee the allegation is made. Where no specific officers or agency are identified, the investigation will be conducted by the agency having operational responsibility for the joint activity.

## **E. GEOGRAPHIC RESPONSIBILITIES**

Generally, UCPD has geographic responsibility in the buildings and on the grounds of the UC Berkeley campus (see CAMPUS BOUNDARIES below), and on the adjacent property occupied by the Lawrence Berkeley National Laboratory (LBNL). In addition, UCPD will have geographic responsibility for all properties and facilities as described in **APPENDIX 1**.

Generally, BPD has geographic responsibility for all other areas within the City of Berkeley, including off-campus properties and facilities owned, operated or controlled by the University, except for those properties and facilities as described in **APPENDIX 1**.

Within these respective geographic areas, each agency will be responsible for the prevention of crime, the preservation of peace and order, the enforcement of criminal offenses, and for providing such other police services as the regulations or orders of the respective Departments may require.

Officers of both agencies may provide routine law enforcement services in either area of geographic responsibility as described, but should share information and coordinate efforts with the other agency as appropriate for the situation and as described elsewhere in this document.

## **F. OPERATIONAL RESPONSIBILITIES**

### 1. Response to public safety emergencies and in-progress crimes

Reports of public safety emergencies or in-progress crimes in UCPD's area of geographic responsibility should immediately be relayed to UCPD if received by BPD.

The agency that receives the first or simultaneous report of a public safety emergency or in-progress crime near the central UC Berkeley campus should respond and take initial action as appropriate for the situation. For purposes of this agreement, "near the central UC Berkeley campus" is roughly the area bounded by Virginia Street on the north, Shattuck Avenue on the west, Dwight Way from Shattuck Avenue to Telegraph Avenue on the southwest, and Derby Street from Telegraph Avenue to Belrose Avenue on the southeast. Reports of public safety emergencies or in-progress crimes outside of this area should immediately be relayed to BPD if received by UCPD.

Regardless of location, an on-duty peace officer of either agency who on-views or discovers a public safety emergency or in-progress crime should take responsibility for the initial response to and/or investigation of the situation. If occurring in the other agency's area of geographic responsibility, the duty to manage the incident shall remain with the initiating officer/agency until officially transferred to the other agency.

2. Response to non-emergency incidents and late-reported crimes

The agency that receives the first or simultaneous report of a non-emergency incident or late-reported crime occurring within the other agency's area of geographic responsibility should relay that call or information to the other agency for response.

An on-duty peace officer of either agency who on-views or discovers a non-emergency incident or late-reported crime in the other agency's area of geographic responsibility shall either ensure prompt notification of the other department for response or take appropriate initial action to resolve, investigate and/or document the situation. In the latter case, the handling officer / agency should ensure the other agency is notified of the incident and its resolution, and should forward to the other agency a copy of any arrest, crime, or incident report that results.

3. Communication during emergency events of mutual impact

Each agency's communications center should, without unnecessary delay, inform the other of any public safety emergency or in-progress crime to which the staff of that agency is responding, if that situation appears likely to affect or to require the deployment of resources from the other agency. Field supervisors, commanders and communications center staff should continue to share updated information including ongoing actions or plans and should facilitate any necessary communication and coordination between responding field units until the situation is resolved.

4. Response to University alarms

UCPD is responsible for any necessary response-to facilities or locations in UCPD's area of geographic responsibility (including off-campus properties as described in **APPENDIX 1**) that have been equipped with an intrusion alarm or other emergency alert system. If UCPD responds to an alarm or alert and discovers that the source is in fact outside UCPD's geographic and operational responsibility, BPD is responsible for any necessary investigation or follow-up actions.

5. Response to emergency (9-1-1) telephone calls

Emergency (9-1-1) telephone routing should correspond with the division of BPD/UCPD geographic responsibility as described above (section E.), to the extent this is possible.

At an off-campus location where UCPD has partial geographic responsibility, and where 9-1-1 telephone routing cannot be divided more precisely than street address, one agency shall be selected to receive 9-1-1 calls and to route them to the other agency as appropriate, according to

the descriptions in **APPENDIX 1**.

Regardless of routing status, 9-1-1 calls that require an emergency response should be handled by the receiving agency as described above (section F.1.).

6. Medical or Fire Department response to University property

BPD communications center staff should notify UCPD without delay after dispatching medical or fire personnel to a location in UCPD's area of geographic responsibility, if that call for service did not originate from the UCPD communications center.

7. Special event notifications

The agency with knowledge or information of any large public gathering, demonstration or other group act of civil disobedience, or special event planned on or occurring in their area of geographic responsibility which appears likely to affect or to require the deployment of resources from the other agency should notify the other agency at the soonest practical opportunity.

8. City or University-owned vehicle collisions

If a City of Berkeley or University-owned vehicle is involved in a traffic collision, the agency with geographic responsibility will respond, investigate and document the incident in a manner and format consistent with SWITRS procedures and that agency's report writing policy. However, if the vehicle involved is driven by an on-duty employee of UCPD or BPD in the other agency's area of geographic responsibility and the collision involves injuries or fatalities, either agency may opt to contact the California Highway Patrol for investigation and documentation assistance.

9. Ticketed or paid-admission events

On-duty employees from either agency should not enter the venue of a ticketed or paid-admission event (including sporting events, lectures, concerts and other performances) outside their area of geographic or operational responsibility unless assigned or specifically requested, or in response to an emergency or a criminal investigation in progress. Nothing in this agreement is intended to restrict the ability of an off-duty employee to enter an event venue according to the same procedures as the public.

**G. JOINT POLICING OPERATIONS**

1. Incident command and control

When operating jointly, the ranking officer of the Department with operational responsibility will have command and control responsibility for the incident, except as described elsewhere in this Agreement or as required by law or policy. However, incident command and control may be shared or transferred by mutual agreement of agency supervisors or managers if doing so is in the interest of public safety or law enforcement effectiveness.

During a joint operation, employees of each agency remain subject to the policies, orders and procedures established by their own Department, and shall not take action(s) that conflict with such policies, orders or procedures. Employees should notify a supervisor without delay if they anticipate or encounter such a conflict.

When responding to an "Officer Needs Help" (11-99) broadcast, the responding agency should act

at the direction of the requesting agency, regardless of geography.

When a formal Incident Command Structure has been established, both agencies will participate in the incident response in accordance with standard SEMS/NIMS protocols.

2. Use of outside agency police radio channels

Employees of either department should only utilize the other agency's radio channels to directly coordinate response and share relevant information during emergencies, in-progress crimes and other urgent situations. Non-emergency and routine information should be handled via the communication center or telephone. When broadcasting on the other agency's radio channels, staff should identify themselves by department and badge number.

This provision is not intended to restrict other approved and appropriate shared use of police department or common radio channels by employees of either agency.

3. Telegraph Avenue patrol/ South campus patrol

By mutual agreement on December 4, 1969, the Berkeley City Council and the University of California authorized funds for a joint UCPD/BPD Patrol in the area south of the central UC Berkeley campus, intended as a cooperative venture to reduce the high incidence of serious crime and disorder. Over the years this program evolved into Telegraph Avenue Patrol (TAP), consisting of officers from both agencies working together, exclusively dedicated to patrolling the south campus using a variety of directed patrol techniques and problem-solving methods.

TAP officers are expected to embrace the community involved policing concept, and are responsible for identifying problems and using outreach and innovation to solve them.

As staffing allows, BPD and UCPD should each designate up to four dedicated TAP officers with hours of work coordinated to meet the needs of the assignment. The primary focus of TAP should be the area bounded by Bancroft Avenue on the north, Derby Street and Willard Park on the south, Fulton Street on the west, and Warring Street on the east.

4. Memorial Stadium events

During football games and other large events held at Memorial Stadium, UCPD will be responsible for law enforcement and public safety services on University property inside and near the stadium. Upon request of UCPD, BPD will provide traffic, pedestrian and parking control services in support of football games and other large events at Memorial Stadium. In general, BPD will operate in areas exterior of University property, and specifically, outside of the fence-enclosed boundaries of Memorial Stadium. The particular scope of services will conform to the nature of the event and collaborative pre-planning event determinations.

In a letter to the City of Berkeley Council dated November 17, 1922 (ref. **APPENDIX 2**), the University affirmed its interest in cooperation regarding the management of vehicular and pedestrian traffic associated with events occurring at Memorial Stadium, and acknowledged responsibility for costs related to BPD personnel assigned and assisting with management of such an event. BPD is responsible for maintaining a detailed account of BPD personnel assigned to, and their time spent in support of, joint operations at University/Memorial Stadium events.

5. Joint crowd management activity

Each Department is responsible for response to crowd situations occurring within their respective areas of geographic responsibility. Both Departments should provide their officers with crowd management and control training of similar content and philosophy to the Alameda County standard, so to facilitate effective joint operations.

Each Department will maintain close communications with the other regarding crowd situations likely to require a police response from both Departments. Where there is advance knowledge of a potential crowd situation likely to require a joint agency response, representatives from each Department will be designated to act as liaisons.

The senior ranking officer of the agency having geographic responsibility at the scene of any crowd situation shall have overall responsibility for police action. It is expected that, whenever possible, the senior ranking officer from the lead agency will consult with the senior ranking officer from the other agency before any joint action is taken.

Where individual or organizational sponsors of events are known in advance, the lead agency will attempt to contact and work with crowd/event leaders to identify and resolve potential problems.

6. Explosive ordinance investigation and disposal

BPD and UCPD will both provide explosive ordinance investigation and disposal expertise and assistance to the other agency, as available and requested.

When a suspected explosive device is reported to either agency, the Communication Center of the agency having operational responsibility should handle the report according to department policy and procedures, and notify their Explosive Ordinance Disposal technician(s) if appropriate. Responding technicians will make a cursory examination of the device and decide if the situation requires additional technicians to resolve. If requested by the initially responding technicians, that agency's Communication Center should relay a request for assistance to the other agency. The initially responding technicians shall remain in charge of rendering safe and disposal of the suspected device unless relieved of this duty by a Commanding Officer of their Department.

Should EOD technicians from the agency having operational responsibility be unavailable for an initial response to a suspected device, that agency may request an initial response from the other agency's technicians: Under these circumstances, technicians from the responding agency shall remain in charge of rendering safe and disposal of the suspected device unless relieved of this duty by a Commanding Officer of either Department.

When operating jointly, BPD and UCPD technicians shall share access to and use of all EOD equipment and material as may be at their disposal.

When operating jointly, each department shall be responsible for the compensation, welfare and care of their respective technicians. Neither Department shall charge the other for responding and providing assistance or for the costs of normal materials and supplies.

Should BPD Bomb Technicians need to conduct an emergency transport and counter charge operation on a suspected explosive device, they will be allowed to transport and conduct disposal operations at the University of California's Russell Research Center at 2947 Happy Valley Road in Lafayette. Per this agreement the University of California Police Department will dispatch a UCPD EOD Technician to the Russell Research Center to provide access to BPD Bomb Technicians.

Notifications prior to transport will be as follows:

- BPD shall contact UCPD Communications for access to the Russell Research Center.
- BPD will be responsible for notifications to Transportation Management Center (TMC) at (510) 286-6923 for CalTrans/CHP if required.
- BPD will be responsible for all LE jurisdiction notifications for transport route.
- UCPD will be responsible to notify the Russell Research Center point of contact of the disposal activity.
- UCPD will be responsible to notify the staff at the UC Observatory at the Russell Research Center of the disposal activity.
- UCPD will be responsible to contact Contra Costa County Sheriff's Office prior to any disposal activity and request Contra Costa County Consolidated Fire District to dispatch a fire unit to the Russell Research Center for a fire stand-by.

#### 7. Tactical operations

BPD and UCPD will both provide tactical operations team expertise and assistance to the other agency, as available and requested.

As time and resources permit, BPD's Special Response Team (SRT) and UCPD's Special Response Unit (SRU) should conduct mutual training, including the exchange of instructors as needed.

Should an incident within the area of operational responsibility of one Department result in the activation of that agency's tactical response team, and it is determined by that agency's command personnel that special operations assistance is needed from the other agency, a request will be made through the assisting agency's on-duty Watch Commander. The assisting agency will direct their tactical response team to the location indicated and will provide necessary assistance to the requesting agency.

During a joint operation, command and control of the critical incident will remain with the agency having operational responsibility, unless otherwise decided by mutual agreement of agency command personnel.

When operating jointly, SRT and SRU shall share access to and use of all special operations equipment and material as may be at their disposal.

When operating jointly, each department shall be responsible for the compensation, welfare and care of their respective special operations team members. Neither Department shall charge the other for responding and providing assistance or for the costs of normal equipment and supplies.

#### **H. PRISONER BOOKING AND HOUSING**

In a letter from UCPD to BPD dated December 13, 1994 (ref. **APPENDIX 3**), both agencies entered into a services agreement regarding booking and housing UCPD prisoners in the Berkeley City Jail, according to the applicable fee schedule established by the Berkeley City Council, most recently updated in Resolution No. 62,066 dated May 20, 2003 (ref. **APPENDIX 4**). Refer to the appendices for details.

**I. OPERATIONAL/JURISDICTIONAL CONFLICT, RESOLUTION**

If during the course of field activity, a dispute arises between the agencies regarding administrative, geographic or operational responsibility, and it cannot be resolved by referring to the terms of this agreement, the agency with initial responsibility for the situation shall retain that responsibility. The other agency should provide reasonable cooperation and resources in support of the situation, consistent with its other policing priorities and constraints. The agency with responsibility for the situation should accommodate a request from the other agency to conduct a parallel or joint response and/or criminal investigation.

As soon as necessary, or within five (5) business days, involved personnel from each agency should communicate the issue(s) in dispute to their respective Chief of Police. At the earliest opportunity following notification, BPD and UCPD Chiefs of Police or their designated representatives shall review the disputed case to clarify responsibility for similar situations in the future.

**J. CENTRAL CAMPUS BOUNDARIES**

The University central campus boundaries described below are intended to be the actual boundaries for the purpose of determining geographic responsibility between BPD and UCPD on a daily basis. To facilitate identification, these boundaries are described using physical lines of demarcation (such as sidewalks, fences and curb lines) in place of precise geographic measurements.

North & east from Hearst Avenue and Highland Place	UC fence lines
Hearst Avenue south side, west from the extended east curb line of Highland Place to the east side of Gayley Road*	South curb line
<i>*BPD shall have geographic responsibility north of the extended south edge of the south sidewalk through the intersection of Hearst Avenue/Gayley Road</i>	
Hearst Avenue south side, west from the west side of Gayley Road to the east end of the fence at 2468 Hearst Avenue (north border of University House)	South edge of sidewalk.
Hearst Avenue south side, west from the east end of the fence at 2468 Hearst Avenue (north border of University House) to 2400 Hearst Avenue	UC fence line
Hearst Avenue south side, west from the 2400 Hearst Avenue to the northwest corner of the east wing of The Gateway building (old Tolman Hall), at the line extended from sidewalk drain to curb	South curb line

Hearst Avenue south side, west from the northwest corner of east wing of The Gateway building (old Tolman Hall) at the line extended from sidewalk drain to curb, to the west side of MacFarlane Lane	Ten (10) feet south of south curb line
Hearst Avenue south side, west from the west side of MacFarlane Lane to Oxford Street	South edge of south sidewalk
Oxford and Fulton Streets east side, south from Hearst Avenue to Bancroft Way	East edge of east sidewalk
Bancroft Way north side, east from Fulton Street to the west side of Piedmont Avenue	North edge of north sidewalk*
<i>*Where the edge or extension of the sidewalk is not clearly defined, ten (10) feet north of the north curb line</i>	
Piedmont Avenue west side, north from Bancroft Way to the south line of the crosswalk north of 2220 Piedmont Avenue	West edge of west sidewalk
South edge of the south painted line of the crosswalk north of 2220 Piedmont Avenue, from Piedmont Avenue west side to Piedmont Avenue east side	South line of crosswalk
Piedmont Avenue east side, south from the south line of the crosswalk north of 2220 Piedmont Avenue to the north side of Bancroft Way (at southwest corner of International House)	East edge of east sidewalk
Bancroft Way north side, east from Piedmont Avenue to the east side of Warring Street at the west property line of 2833 Bancroft Steps	North edge of north sidewalk
West property line of 2833 Bancroft Steps, north from Warring Street at Bancroft Steps and along the west and then north property line at 2250 Prospect Street*	Private property line
<i>*BPD has geographic responsibility for 2833 Bancroft Steps and 2250 Prospect Street</i>	
Prospect Street west side, south from the extended north property line of 2250 Prospect Street to the extension of the north curb of Bancroft Way	West curb line
Extension of, and north curb of Bancroft Way, east from the west curb line of Prospect Street to Canyon Road	North curb line

West curb of Canyon Road, north from Bancroft Way to Stadium Rimway	West curb line
Extension of the north side of Canyon Road across Stadium Rimway and the north side of Canyon Road east from Stadium Rimway to the extended east property line of 55 Canyon Road	UC property line
East end of Canyon Road	UC property line

**K. CLARK KERR CAMPUS/ SMYTH-FERNWALD HOUSING BOUNDARIES**

The Clark Kerr Campus is the property south of Dwight Way, east of Warring Street and north of Derby Street (excluding 2951 Derby Street – Redwood Gardens senior residential facility).	Stone perimeter wall and extension thereof at points of vehicle and pedestrian access
Smyth/Fernwald Student Housing is the property east of Hillside Avenue (south of 2425 Hillside Avenue) and north of Dwight Way.	Stone retaining wall or ten (10) feet east of the east curb line (Hillside Ave.); North edge of north sidewalk (Dwight Way)
*BPD has geographic responsibility for the private homes and properties located on Dwight Way east of Fernwald Road.	

**L. PART 1 VIOLENT CRIMES REPORTING**

1. PURPOSE

The purpose of this section is to meet the statutory requirements established by AB 1433 (Gatto 2014) requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part 1 violent crimes, hate crimes, or sexual assaults are immediately or as soon as practicably possible, disclosed to local law enforcement.

It is further the purpose of this section to promote collaboration between the City of Berkeley Police Department (BPD) and the University of California Police Department, Berkeley (UCPD) and to enhance the reporting, investigations, and appropriate response to sexual assault and other covered crimes.

2. REPORTING OBLIGATIONS

UCPD and BPD agree to the following procedures through which each department will transmit reports it receives to the other. These reports shall comply with the confidentiality requirements described in Section 4 below and shall not identify the victim or the alleged assailant unless the victim has consented to being identified.

(a) UCPD Reports to BPD

UCPD will report immediately or as soon as practicably possible to BPD all reports received by a

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Campus Security Authority of any Part 1 violent crime, sexual assault, or hate crime committed on or off campus. This includes reports victims make directly to Campus Security Authorities (CSAs) as well as reports victims make to other Campus employees that are then conveyed to the CSAs. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to BPD will be documented in UCPD records. In addition, UCPD will maintain a public crime log documenting the "nature, date, time, and general location of each crime" and its disposition, if known. The log should be accessible to the public during normal business hours.

(b) BPD Reports to UCPD

Pursuant to the Clery Act, UCPD must report aggregate data concerning certain enumerated crimes. To enable UCPD to fulfill this requirement, BPD shall provide statistics on at least an annual basis to UCPD on all crimes listed in 20 U.S.C. §1092(f)(1)(F) for which BPD acted as a first responder or had geographic responsibility.

BPD will promptly notify UCPD when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, or hate crime that occurs within BPD's jurisdiction, and/or when BPD acts as first responder to an incident. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to UCPD will be documented in BPD incident reports.

BPD will promptly notify UCPD if it has referred the incident to the Alameda County District Attorney (ACDA) for charges to be filed, and of any charging decisions made by ACDA.

3. CLERY WARNINGS

The Clery Act requires UCPD to issue timely warnings for Clery crimes on- and off-campus that pose a serious or continuing threat to students and employees and emergency notifications for a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees on campus.

To facilitate the issuance of Clery Act-required timely warnings and emergency notifications, UCPD and BPD agree to coordinate the sharing of information as described above. BPD acknowledges that UCPD need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is UCPD required to seek preclearance of the content of any warning/notification. However, UCPD will inform BPD about such warnings as soon as practicable.

4. CONFIDENTIALITY REQUIREMENTS

UCPD and BPD will comply with applicable law and guidance regarding anonymous and confidential reporting of sexual violence, including when, how, and what information can or must be disclosed to each other.

UCPD and BPD agree that if a victim requests confidentiality regarding a reportable incident, each department will take all reasonable steps to comply with the victim's request or inform the victim when the department cannot ensure confidentiality. Neither department will disclose the name of the victim to the other unless the victim provides consent to being identified after being informed of their right to have identifying information withheld.

UCPD and BPD agree to inform the victim that they can agree to engage with law enforcement and participate in the investigation and prosecution using a pseudonym (i.e. Jane or John Doe) instead of their legal name. In that case, the name of the alleged perpetrator may be disclosed to other law enforcement (if known) while protecting the identity of the victim from public disclosure.

5. COLLABORATION ON CAMPUS COMMUNITY TRAINING

UCPD and BPD agree to collaborate to provide outreach and training for the campus community about the awareness, prevention, intervention, investigation, and response to sexual assaults and other crimes of violence and to work with community or campus-based resources and experts, including victim advocates, to provide these programs.

**M. HISTORY & AMENDMENTS**

This is the 21<sup>st</sup> revision of a written jurisdictional agreement first established May 1, 1958 between the City of Berkeley Police Department and the University of California Police Department.

This agreement will be reviewed and amended regularly and as needed to better serve the ever-changing needs of the City and the University.

**APPENDICES 1 and 3** may be revised more frequently by mutual agreement of the Chiefs of Police and such changes do not require re-issuance of the full operational agreement.

**N. AUTHORIZATION OF AGREEMENT**

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated. It will remain in effect until amended, revised, or terminated by mutual agreement.

Jennifer Louis 09/10/202  
Jennifer Louis (Sep 10, 2024 13:21 PDT)  
Jennifer Louis Date  
Chief of Police  
Berkeley Police Department

Yogananda Pittman 11/09/202  
Yogananda Pittman (Sep 11, 2024 19:07 PDT)  
Yogananda D. Pittman Date  
Chief of Police  
University of California Police Department

## List of off-campus Berkeley properties under UCPD Jurisdiction

Updated 08/31/2023

Generally, for off-campus locations:

**UC as Landlord:** UCPD has primary jurisdiction for all land, structures and spaces, except areas leased and open to the public for commercial purposes. UCPD's primary jurisdiction includes any vacant units.

**UC as Tenant:** UCPD has primary jurisdiction only for the areas leased and exclusively controlled by the University. The land, structures and other spaces are the primary jurisdiction of the City of Berkeley.

**UC as Owner / Occupant:** UCPD has primary jurisdiction for all land, structures and spaces.

Clarifications and known exceptions to these guidelines are included below.

Number	Street	Description	UC is:	UC Lease expires
2001	Addison Street	Haas School of Business <b>UC controlled areas only – on 1st &amp; 2nd floors</b>	Tenant	1/31/2023
2123	Addison Street	University Hall West Lot	Owner / Occupant	
2199	Addison Street	University Hall	Owner / Occupant	
1601	Allston Way	The Convent (co-op) <b>All land, structures and spaces</b>	Landlord	
2108	Allston Way	Berkeley Wireless Research Center (AKA: 2201 Shattuck Avenue) <b>UC controlled areas only – on 2nd floor</b>	Tenant	1/31/2024
2121	Allston Way	Magnes Museum <b>All land, structures and spaces</b>	Tenant	9/14/2071
2150	Allston Way	Institute of Transportation Studies <b>UC controlled areas only - on 2nd floor</b>	Tenant	12/31/2024
1750	Arch Street	Center for New Music and Audio Technologies (McEnerney Hall)	Owner / Occupant	
2425	Atherton Street	Jones Child Study Center	Owner / Occupant	

Number	Street	Description	UC is:	UC Lease expires
2105	Bancroft Way	-UC controlled areas: Haas School of Business – 2nd floor & basement storage -Tenant: Grabango headquarters –3rd & 4th floors (UCPD response) -Tenant: Yoga studio –1st floor (open to public, BPD response) <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
2111	Bancroft Way	Banway Building	Owner / Occupant	
2200	Bancroft Way	Office of Public Affairs	Owner / Occupant	
2214	Bancroft Way	Legends Aquatics Center	Owner / Occupant	
2220	Bancroft Way	Founders Building (Career Counseling Library)	Owner / Occupant	
2222	Bancroft Way	Tang Center and parking lot (University Health Services)	Owner / Occupant	
2440	Bancroft Way	University Relations, Center for Educational Partnerships, Berkeley Law <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
2626	Bancroft Way	Woo Hon Fai Hall / Bakar BioEnginuity Hub (AKA: 2625 Durant Avenue) <b>All land, structures and spaces</b>	Tenant	12/31/2041
2400 A&B	Bancroft Way	Retail locations <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
2400 C	Bancroft Way	Stiles Hall <b>All land, structures and spaces</b>	Landlord	
2120	Berkeley Way	Former UC Press Building <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
2121	Berkeley Way	Berkeley Way West (AKA: 1919 Shattuck Avenue) <b>All land, structures and spaces except areas leased by Marugame Udon</b>	Landlord	

2151	Berkeley Way	Innovative Genomics Institute Building (IGIB) / Energy & Biosciences Institute (EBI)	Owner / Occupant	
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Number	Street	Description	UC is:	UC Lease expires
2334	Bowditch Street	Center for Latin American Studies	Owner / Occupant	
2350	Bowditch Street	Fox Cottage	Owner / Occupant	
2415	Bowditch Street	Crossroads Dining Commons	Owner / Occupant	
2420	Bowditch Street	Anna Head Complex	Owner / Occupant	
2000	Carleton Street	Facilities Services	Owner / Occupant	
2155	Center Street	Berkeley Art Museum / Pacific Film Archive	Owner / Occupant	
2100	Channing Way	Manville Hall Student Housing (RSSP) <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
2424	Channing Way	Beverly Cleary Residence Hall (RSSP)	Owner / Occupant	
2515	Channing Way	Academic Achievement Program	Owner / Occupant	
2520	Channing Way	Maximo Martinez Commons (RSSP)	Owner / Occupant	
2521	Channing Way	Institute for Research on Labor & Employment	Owner / Occupant	
2535	Channing Way	Channing / Bowditch Apartments (RSSP)	Owner / Occupant	
2536	Channing Way	Office of Student Conduct / Anna Head Complex	Owner / Occupant	
2538 / 2538A	Channing Way	Survey Research Center / Anna Head Complex	Owner / Occupant	
2547	Channing Way	Center for Latino Policy Research, UC Energy Institute (Shorb House)	Owner / Occupant	

2610	Channing Way	Residential and Student Services Building	Owner / Occupant	
2612	Channing Way @ College Avenue	Underhill Parking Structure (lot 'D')	Owner / Occupant	

Number	Street	Description	UC is:	UC Lease expires
2821	Claremont Boulevard	UC President's Residence	Owner / Occupant	
2333	College Avenue	Ida Louise Jackson Graduate House (RSSP)	Owner / Occupant	
2400	Durant Avenue	Unit III Residence Halls (Spens-Black, Priestly, Ida Sproul, Norton)	Owner / Occupant	
2401	Durant Avenue	Blackwell Hall (RSSP)	Owner / Occupant	
2625	Durant Avenue	Woo Hon Fai Hall / Bakar BioEnginuity Hub (AKA: 2626 Bancroft Way) <b>All land, structures and spaces</b>	Tenant	12/31/2041
2650	Durant Avenue	Unit I Residence Halls (Freeborn, Putnam, Slottman, Deutsch, Cheney, Christian)	Owner / Occupant	
2415	Dwight Way	Fenwick Weavers Village (co-op) <b>All land, structures and spaces</b>	Landlord	
2427	Dwight Way	Dwight Way Child Development Center	Owner / Occupant	
2614 / 2616	Dwight Way	Traffic Safety Center & UC Transportation Center (Johnson Hall) <b>UC controlled areas only – on 1st &amp; 2nd floors</b>	Tenant	9/30/2022
	Dwight Way @ Fernwald Road	Smyth House & Smyth-Fernwald estate	Owner / Occupant	
	Ellsworth Street @ Channing Way	Ellsworth Parking Structure (lot 'C')	Owner / Occupant	
1608	Fourth Street	Campus Shared Services <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
2339	Haste Street	Haste Street Child Development Center	Owner / Occupant	

2424	Haste Street	Rochdale Village (co-op) <b>All land, structures and spaces</b>	Landlord	
2441	Haste Street	New Sequoia Apartments (RSSP) <b>UC controlled areas only</b>	Tenant	7/31/2026

Number	Street	Description	UC is:	UC Lease expires
2503	Haste Street	Enclave Apartments (RSSP) <b>UC controlled areas only</b>	Tenant	6/20/2030
2650	Haste Street	Unit II Residence Halls (Davidson, Griffiths, Wada, Ehrman, Cunningham, Towle)	Owner / Occupant	
2537 / 2537A	Haste Street	Alumnae Hall / Anna Head Complex	Owner / Occupant	
	Haste Street @ Bowditch Street	People's Park	Owner / Occupant	
2195	Hearst Avenue	Warren Hall	Owner / Occupant	
2481	Hearst Avenue	UC Investigative Reporting Program <b>All land, structures and spaces</b>	Landlord	
2483	Hearst Avenue	Daily Californian <b>All land, structures and spaces</b>	Landlord	
2521	Hearst Avenue	Etcheverry Hall	Owner / Occupant	
2607	Hearst Avenue	Goldman School of Public Policy	Owner / Occupant	
2700	Hearst Avenue	Foothill Residence Halls	Owner / Occupant	
	Hearst Avenue @ LaLoma Avenue	Upper Hearst Parking Structure (lot 'H')	Owner / Occupant	
	Hearst Avenue @ Scenic Avenue	Lower Hearst Parking Structure (lot 'A')	Owner / Occupant	
2465	LeConte Avenue	Goldman School of Public Policy <b>UC controlled areas only</b>	Tenant	8/14/2024
1893	LeRoy Avenue	Goldman School of Public Policy	Owner / Occupant	

1898	LeRoy Avenue	Soda Hall	Owner / Occupant	
2743	Ninth Street	College of Environmental Design <b>UC controlled areas only</b>	Tenant	3/31/2023

Number	Street	Description	UC is:	UC Lease expires
1899	Oxford Street	Oxford Parking Lot <b>UC controlled areas only</b>	Tenant	12/31/2022
1970	Oxford Street	Anchor House (under construction) <i>Bounded by Oxford St., University Ave., Walnut St., Berkeley Way</i>	Owner / Occupant	
2120	Oxford Street	BAM/PFA Store	Owner / Occupant	
255	Panoramic Way	Havens House & Garage	Owner / Occupant	
2299	Piedmont Avenue	International House	Owner / Occupant	
717	Potter Street	LBNL Biosciences Operations (AKA: LBNL Building #977) <b>UC &amp; LBNL controlled areas only</b>	Owner / Occupant	
2451	Ridge Road	Fung Institute of Engineering Leadership (Shires Hall) <b>UC controlled areas only</b>	Tenant	6/19/2026
2530	Ridge Road	Jacobs Hall	Owner / Occupant	
2600	Ridge Road	Cloyne Court (co-op) <b>All land, structures and spaces</b>	Landlord	
2684	Ridge Road	Ridge Lot	Owner / Occupant	
1798	Scenic Avenue	College of Engineering (Mudd Hall) <b>UC controlled areas only</b>	Tenant	5/31/2031
1919	Shattuck Avenue	Berkeley Way West (AKA: 2121 Berkeley Way) <b>All land, structures and spaces except areas leased by Marugame Udon</b>	Landlord	

2150	Shattuck Avenue	TBSI, IPIRA, RDO, BIO, NSSC, Sky Deck <b>UC controlled areas only – on 2nd, 5th, 9th, 10th, 13th floors</b>	Tenant	Multiple (longest 2/28/2025)
2201	Shattuck Avenue	Berkeley Wireless Research Center (AKA: 2108 Allston Way) <b>UC controlled areas only – on 2nd floor</b>	Tenant	1/31/2024

Number	Street	Description	UC is:	UC Lease expires
2539	Telegraph Avenue	Panoramic Apartments (RSSP) <b>UC controlled areas only</b>	Tenant	8/14/2024
2850	Telegraph Avenue	Information Systems & Technology, Berkeley Law <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
124	University Avenue	UC Aquatic Center at the Berkeley Marina <b>UC controlled areas only</b>	Tenant	Month to Month
1936	University Avenue	Real Estate Division & School of Education (Promenade Building) <b>UC controlled areas only – on 2nd &amp; 3rd floor</b>	Tenant	Multiple (longest 7/31/2025)
1995	University Avenue	Golden Bear Center <b>All land, structures and spaces except areas leased for public commercial use</b>	Landlord	
2136 - 2140	University Avenue	Restaurant & retail spaces <b>All land, structures and spaces except areas occupied by Campus Dental Care (2136), Instant Copying &amp; Laser Printing (2138) and Lucky Thai House (2140) - BPD.</b>	Landlord	
2154 - 2160	University Avenue	Restaurant & retail/office spaces, including private office leased to Cupertino Electric Inc. (2160), and private office leased to BuildGroup (2154 & 2158) - UCPD. <b>All land, structures and spaces except areas occupied by Simply Bowl (2156)-open to public - BPD.</b>	Landlord	
2275	Virginia Street	Miles Residence for Visiting Poets	Owner / Occupant	

1741	Walnut Street	Oxford Tract GPB (North) Greenhouse	Owner / Occupant	
1751	Walnut Street	Oxford Tract GPB (South) Greenhouse	Owner / Occupant	
1801	Walnut Street	Oxford Tract Natural Resource Laboratory	Owner / Occupant	
1803	Walnut Street	Oxford Tract Insectary Greenhouse	Owner / Occupant	
1805	Walnut Street	Oxford Tract Insectary Building	Owner / Occupant	
2601	Warring Street	Clark Kerr Campus <b>All land, structures and spaces except Redwood Gardens Senior Housing</b>	Owner / Occupant	

ROBERT S. SPROUL, SECRETARY

CALIFORNIA

G. J. STRUBLE, ASSISTANT SECRETARY

RECEIVED

NOV 17 1922

OFFICE OF  
CITY CLERK

PRESENTED TO COUNCIL

NOV 17 1922

E. M. Hanson  
CITY CLERK

SECRETARY OF THE REGENTS

BERKELEY

November 17, 1922.

Council of the City of Berkeley,  
Berkeley,  
California.

Gentlemen:

Mayer Bartlett and your City Planning Consultant, Mr. Carol Aronovici, have informed me of your wish to leave the attitude of the Regents of the University of California towards certain problems raised by the location of the California Memorial Stadium near Strawberry Canyon. May I say in general that the Regents are perhaps even more interested than yourselves in making the Stadium easily accessible to those who seek admission to it and may, therefore, be counted upon to cooperate to the fullest extent in any plans designed to broaden and improve the approaches to the structure. I am writing this letter to set forth the specific assurances I have been authorized to give you.

(1) If it shall be determined to be advisable by yourselves or your representatives, the University will permit the parking of automobiles on approximately ten acres of the present campus.

(2) The University will widen the sidewalk on the north side of Bancroft Way from Barrow Street to College Avenue, at a cost not to exceed \$5,000, the figure named by Mr. Aronovici.

(3) In order to facilitate entrance to the campus through Sather Gate, the University will agree to the establishment of a set-back line on the east side of Telegraph Avenue from Bancroft Way to Allston Way so far as this affects the property of the University.

(4) The University will assume the expense of re-arranging the parking strip on Piedmont Avenue to accommodate pedestrian traffic.

(5) The University will assume the cost of all extra police officers made necessary by games or other events held under its auspices.

(6) The University will, within five years, establish a connection between Warring Street to the intersection of Piedmont Avenue and Bancroft Way, via the Stadium.

#2.

(7) The cost of all changes which are or may be included in the plans of the Regents, such as the widening and altering of streets, the establishment of set-back lines, the changing of sewers, will be met by the University.

The suggestion was made by your representatives that there be set up a Commission consisting of one member selected by the City Council, one member selected by the Regents, and a third to be chosen by these two, to make a study of the traffic problem at the time of the first California-Stanford Game and to report necessary changes to meet the situation as it then develops, any changes recommended by a majority of the Commission to be made at the expense of the University. The Regents regret that they have not the power to delegate to a body outside their own membership the control and disposition of University funds, or the power to alienate or alter the property of the State. They are, however, willing to set up such a Commission as an advisory body, to pay its approved expenses up to a maximum of \$2,000, and to endeavor, insofar as possible, to carry out its recommendations, any costs involved to be met from the net profits of the Stadium and not by the City of Berkeley or adjacent property owners.

I trust that with these assurances, your honorable body will see fit to put the stamp of its approval on this great civic improvement which must be started immediately if it is to be ready for the Big Game of 1923.

Respectfully,



RGS-R

A TRUE COPY  
*Dorothy E. Hill*  
CITY CLERK OF THE CITY OF  
BERKELEY, CALIFORNIA

KELLEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • S.

SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

POLICE DEPARTMENT

ROOM 1 SPROUL HALL # 1199  
BERKELEY, CALIFORNIA 94720-1199

December 13, 1994

Police Chief D. E. Butler  
City of Berkeley Police Department  
2171 McKinley Street  
Berkeley, CA. 94703

**EFFECTIVE 1-16-95**  
**NOT TIL TUES**  
**1-17-95 PER**  
**UC**

Dear Chief Butler:

I am enclosing the final draft of the joint BPD/UCPD prisoner booking and housing agreement. This agreement has been reviewed and approved by appropriate staff from both departments, and, with your concurrence, will be implemented on January 16th, 1995. I understand that the formal contract review must still occur through normal city channels, and is expected to take 60-90 days. Concurrently, I will have the contract reviewed, and signed by the appropriate university officials.

UCPD and BPD staff have agreed to implement the prisoner booking and housing agreement on January 16th, even though the final document may not be signed by that date. If you agree with moving forward with this joint agreement, please indicate below, and inform your staff.

If you have any questions, or need clarification on this matter, please call me at 642-1133, or Captain Pat Carroll at 643-9597.

Thank you very much for your support in this matter.

Victoria L. Harrison  
Chief of Police

Approved:   
Chief D. E. Butler

12-20-94  
Date

cc: Capt. P. J. Carroll  
Capt. B. Miller - BPD

CONTRACT

This contract is entered into on Jan. 16, 1995 between the CITY of BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and The Regents of the University of California ("UC"), a California constitutional corporation.

This contract is made with reference to the following facts and objectives:

- A. The City of Berkeley operates and maintains the Berkeley City Jail ("Jail"), into which the Police Department of the University of California regularly books arrested persons.
- B. The City and UC have agreed that charging UC a flat fee for all persons UC books into the Jail up to a certain number of bookings would be more efficient than charging a daily fee for each person booked. Said flat fee charge has been approved by the Berkeley City Council and authorized officials of the University of California.

The parties agree as follows:

1. Payment

In consideration for accepting persons arrested by UC into the City Jail, UC shall pay a booking fee to the City of \$1500.00 per month for all bookings in a said month, up to 100 bookings. Should the number of bookings into the City Jail by UC in any month exceed 100, UC shall pay the City an additional booking fee for each booking after the 100th, of \$75.00 per person for each day said persons are in custody at the Jail.

The City shall bill UC on a monthly basis and UC shall pay said bill within 60 days of receipt. For any month in which the number of bookings by UC exceeds 100, the monthly bill shall be accompanied by documentation prepared by the City showing the number of bookings by UC exceeding 100 and number of days each person so booked was held in the Jail.

2. Term

This contract shall be retroactive to July 1, 1994, and shall continue until terminated as provided herein. The parties agree that after the first year this contract is in effect, either party shall have the right to request a renegotiation of the fee paid hereunder. Either party may terminate this contract at any time upon 30 days written notice to the other for any reason whatsoever, including, but not limited to, the failure of the parties to reach agreement on a renegotiated fee. The parties understand that if this contract is terminated, the booking fee charged to UC shall be the same as that charged to other parties that book into the Jail, as established by the City Council resolution then in effect.

EXHIBIT "A"

1. UC will comply with all the provisions of City General Orders A-51, "Arrest and Traffic/Warrants Offenses" A-52, "Alameda County Consolidated Arrest Report", and C-10, "Citation Release".
2. UC Officers will complete the Consolidated Arrest Report ("CAR") for all prisoners brought to the Jail.
  - a. UC Officers will complete the "probable cause" narrative.
  - b. UC Officers will complete the "Declaration of Arrest."
3. If a UC prisoner housed in the Jail requests medical treatment, or is deemed to be suicidal, a UC Police Officer will return to the Jail to escort the prisoner to the hospital, or to Alameda County Jail as appropriate.
4. UC agrees that all warrant confirmations will be made directly to the City, using the mnemonic #0103BRY.
5. When UCPD has a prisoner currently being housed at the Berkeley City Jail, and the Jail is filled to capacity, and Jail staff decides to purge the jail, UC shall supply at least one Police Officer to assist City staff in the trip to Santa Rita. The City agrees that UC prisoners will be excluded from going to Santa Rita under these circumstances. *only if at least one UC person in custody.*
6. In the case of mass arrests by UC, those prisoners will not be taken to the city Jail.
7. All large items of property (E.g. sleeping bags, duffle bags, clothing bags) will be booked into the U.C.P.D. evidence locker, and not taken to Berkeley Jail.

RESOLUTION NO. 62,066-N.S.

INCREASING THE INDIVIDUAL BOOKING FEES AND DAILY HOUSING RATES FOR THE CITY OF BERKELEY JAIL TO \$190.00 PER INDIVIDUAL AND RESCINDING RESOLUTION NO. 61,579-N.S. EFFECTIVE JULY 1, 2003

WHEREAS, a fee increase is necessary to ensure that the City Jail can continue to book and house prisoners to assist outside agencies; and

WHEREAS, the fee increase will allow the City Jail to continue to meet all federal, state, and county health and safety requirements, and complete facility repair projects; and

WHEREAS, the County of Alameda will be increasing it's booking and housing fees requiring the City Jail to raise its fee appropriately.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the booking and daily housing rate for the City of Berkeley Jail be set as follows, effective July 1, 2003:

Individual Booking	=	\$190.00 per individual
Housing rate	=	\$190.00 per individual per day

The foregoing Resolution was adopted by the Berkeley City Council on May 20, 2003 by the following vote:

Ayes: Councilmembers Breland, Hawley, Maio, Olds, Shirek, Spring, Worthington, Wozniak and Mayor Bates.

Noes: None.

Absent: None.

Tom Bates  
Tom Bates, Mayor

Attest: Sherry M. Kelly  
Sherry M. Kelly, City Clerk

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.15</b>
<b>Title:</b>	<b>LOCAL: SAN JOSE POLICE DEPARTMENT, SILICON VALLEY INTERNET CRIMES AGAINST CHILDREN TASK FORCE</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: September 18, 2012 / Latest: May 27, 2026
<b>Summary:</b>	The Silicon Valley Internet Crimes Against Children Task Force (SVICAC) is committed to the protection of children from the sexually-oriented dangers posed by the internet. In an effort to create a networking group focused on internet crimes against children and to work in concert with the community of law enforcement agencies.
<b>Rationale:</b>	<p>The Berkeley Police Department is committed to the investigation and prosecution of internet crimes against children and related offenses. Cooperation with regional groups promotes successful prosecution through resource and information sharing.</p> <p>Due to the nature of these crimes, they are often decentralized, and require specialized contacts, and investigators experienced in computer crimes to successfully resolve. Building the Police Department's expertise and network may lead to long-term reduction of these crimes.</p>
<b>Cost:</b>	<p>If Approved: Costs would be neutral. Participation in this task force does not require a full-time assignment to the task force therefore services with the Police Department are managed within its existing budget.</p> <p>If Not Approved: Loss of resources, expertise, and potentially lower closure rate for internet crimes against children.</p>
<b>Recommendation:</b>	Continued approval



### SILICON VALLEY INTERNET CRIMES AGAINST CHILDREN TASK FORCE AGENCY PARTICIPATION AGREEMENT

201 West Mission Street, San Jose, California 95110


I recognize the BERKELEY POLICE DEPARTMENT is within the geographic area served by the *Silicon Valley Internet Crimes Against Children Task Force (SVICAC)*, and therefore eligible to participate in the National Internet Crimes Against Children (ICAC) Task Force in alliance with the SVICAC. The SVICAC is coordinated by the City of San José Police Department's Special Victims Unit (SVU) and partially funded by the Department of Justice. This Task Force is committed to the protection of children from the sexually-oriented dangers posed by the internet.

In an effort to create a networking group focused on internet crimes against children and to work in concert with the community of law enforcement agencies comprising SVICAC and the National ICAC Task Force with regard to these specialized investigations, this agency will:

- Adopt and comply with the National ICAC Operation Guideline and subsequent revisions, understanding these guidelines do not supersede my department policy;
- Participate in training of our agency's task force members as resources allow;
- Appoint one person to serve as the agency primary contact for ICAC-related matters;
- Appoint at least one person to supervise ICAC investigations;
- Acknowledge that SVICAC is not obligated to assume any financial responsibility for this agency or participation in the Task Force;
- Hold harmless the Silicon Valley ICAC Task Force and the City of San José, its employees and officials from any claim, suit, or demand in any proceeding brought by others based on the conduct of any employee of our agency;
- To notify in writing the Task Force Coordinator upon withdrawal from or a change in personnel assigned;

This Participation Agreement shall be effective on the date of the application and may be cancelled by either party upon written notification.

Having read the operational guidelines of ICAC, I request and agree to affiliation with the Silicon Valley Internet Crimes Against Children Task Force.

Signature   
*Jennifer Louis (May 27, 2026 11:26:44 PDT)*  
*Affiliated Agency Head*

Date May 27, 2026

#### Affiliated Agency Contact Information

Name/Title	Detective Brandon McBride
Agency ORI	CA010300
Mailing Address	2100 MLK Jr. Way Berkeley, CA 94704
Office Phone / Fax	510-981-6000
Email	bmcbride@berkeleyca.gov

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>1.21</b>
<b>Title:</b>	<b>LOCAL: ALAMEDA COUNTY EMERGENCY MEDICAL SERVICES AGENCY</b>
<b>Type:</b>	Memorandum of Understanding
<b>Approvals:</b>	Initial: July 9, 2024 / Latest: No Change
<b>Summary:</b>	<p>Alameda County Emergency Medical Services Agency (EMS) has agreed to provide Automated External Defibrillators (AEDs) to BPD to enhance readiness and response capabilities when a community member experiences cardiac arrest.</p> <p>This is a pilot program to assess whether police response increases pre-hospital cardiac arrest survival.</p>
<b>Rationale:</b>	<p>The Berkeley Police Department and the EMS recognize the critical importance of AEDs in saving lives during cardiac emergencies.</p> <p>The deployment of AEDs by BPD may significantly improve outcomes in cardiac arrest incidents.</p>
<b>Cost:</b>	<p><i>If Approved:</i> Specific costs for these devices and maintenance are not incurred by the department. Potentially life saving emergency medical equipment may arrive to cardiac emergencies faster than it would without these AEDs being deployed.</p> <p><i>If Not Approved:</i> Fiscally neutral. There are no costs associated with this agreement.</p>
<b>Recommendation:</b>	Approval

**Memorandum of Understanding (MOU)**

<b>Between:</b> City of Berkeley, on behalf of its Berkeley Police Department, 2100 Martin Luther King Jr. Way, Berkeley, CA, 94704 , hereinafter, Law Enforcement Agency or Berkeley Police Department	<b>And:</b> County of Alameda on behalf of its Alameda County Emergency Medical Services Agency, 1000 San Leandro Blvd., Suite 200, San Leandro, CA, 94577, hereinafter EMS
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**Subject:** Memorandum of Understanding for the Usage of Avive AEDs

**Date:** 7/4/2024

**1. Purpose:** This Memorandum of Understanding (MOU) establishes the terms and conditions between the Berkeley Police Department and Alameda County Emergency Medical Services Agency (EMS) governing the usage of Avive Automated External Defibrillators (AEDs) to enhance readiness and response capabilities when a community member experiences cardiac arrest.

This is a pilot program to assess whether police response increases pre-hospital cardiac arrest survival.

**2. Background:** The Berkeley Police Department and the EMS recognize the critical importance of AEDs in saving lives during cardiac emergencies. Avive AEDs offer advanced technology and features that can significantly improve outcomes in cardiac arrest incidents.

**3. Terms and Conditions:**

**Equipment:** Each Avive AED will be issued with a protective case and one set of pads.

**Deployment and Maintenance:** EMS shall provide Avive AEDs to the Berkeley Police Department. The Berkeley Police Department shall deploy Avive AEDs at strategic locations determined jointly by the Berkeley Police Department and the EMS, considering high-traffic areas, events, and emergency response needs.

EMS shall be responsible for scheduling the regular maintenance, inspection, and replacement of Avive AEDs or pads as needed. The Berkeley Police Department shall cooperate with EMS regarding the scheduling of such regular maintenance, inspection, and replacement of Avive AEDs or pads. The Berkeley Police Department should promptly notify EMS in the event of damage, loss, or loss of function of any Avive AED or the need for replacement pads.

The Avive AEDs will remain the property of EMS, and Berkeley Police Department shall return the Avive AEDs to the EMS within thirty (30) days of the termination or expiration of this MOU. The Berkeley Police Department is not required to reimburse EMS in the event of accidental damage during the course of use or malfunction of an Avive AED due to a manufacturing issue.

The Berkeley Police Department shall store the Avive AEDs in their protective cases at all times when they are not in use to prevent excessive wear and tear. The Avive AEDs shall also be kept inside of a locked location to reduce the chance of theft. The Berkeley Police Department shall reimburse EMS in the event of misplacement or theft of an Avive AED unit; damage incurred outside of the intended use of the of an Avive AED unit; or loss of function that is not due to a manufacturing issue.

**Training:** EMS will work with Avive to ensure that Berkeley Police Department officers receive proper training in the operation and use of Avive AEDs, in accordance with guidelines established by the EMS. The Berkeley Police Department shall only permit officers who have received proper training to use and operate the Avive AEDs.

**Notification:** In the event of a cardiac emergency, Berkeley Police Officers are encouraged to respond. Notification of a cardiac emergency will be made through each law enforcement agency's respective dispatch center.

**Data Sharing:** Subject to applicable laws and regulations, both parties agree to share relevant data and incident reports regarding the usage of Avive AEDs for evaluation and improvement purposes.

**Indemnification:** The Berkeley Police Department acknowledges that the County of Alameda, including without limitations EMS, is not a dealer in or manufacturer of AEDs and that the County of Alameda makes no warranty as to the fitness of any or all equipment provided under this MOU and makes no guarantee that any or all equipment is free of manufacturer defects or latent, hidden, or obvious defects.

To the fullest extent permitted by law, the Berkeley Police Department shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or under this MOU, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this MOU (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County of Alameda may participate in the defense of any such claim without relieving the Berkeley Police Department of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County of Alameda, including defense costs, and shall not be limited by any insurance limits.

**Term:** This MOU shall commence on the date of signing and remain in effect for a period of June 30, 2028, subject to renewal by mutual written agreement of authorized representatives of both parties.

**Termination:** Either party may terminate this MOU with thirty (30) days written notice to the other party. Upon termination, all equipment will be returned to the EMS Agency within thirty (30) days.

**Entire Agreement:** This MOU constitutes the entire agreement between the parties concerning the usage of Avive AEDs and supersedes all prior agreements and understandings, whether written or oral, relating to the same subject matter.

**[Signature page to follow]**

**4. Signatures:** This MOU shall be effective upon the signatures of authorized representatives from both parties.

**For the City of Berkeley on behalf of its Berkeley Police Department:**

DocuSigned by:  
**Signature:** Chief Jennifer Louis **Name:** Chief Jennifer Louis **Title:** Police Chief **Date:** 7/9/2024  
D8D538DAAF5E4E7...

**For the County of Alameda on behalf of its Alameda County EMS Agency:**

DocuSigned by:  
**Signature:** Lauri McFadden **Name:** Lauri McFadden **Title:** EMS Director **Date:** 7/9/2024  
EE5CB9B522844B1...

By signing above, the signatory warrants and represents that signatory executed this MOU in signatory's authorized capacity and that by signatory's signature on this MOU, signatory or the entity upon behalf of which signatory acted, executed this MOU.

Approved as to form:

Donna R. Ziegler, County Counsel

DocuSigned by:  
**By:** K. Joon Oh, Deputy County Counsel  
EFDCE3E661894A0...

K. Joon Oh, Deputy County Counsel

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>2.7</b>
<b>Title:</b>	<b>STATE: CALIFORNIA DEPARTMENT OF JUSTICE CAL PHOTO PROGRAM</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: September 19, 2006 / Current: March 8, 2024
<b>Summary:</b>	<p>The CA Department of Justice (CADOJ) is responsible for the enforcement of State law and management of Criminal Offender Record Information (CORI). Pursuant to common professional courtesy, the Police Department may assist, extend cooperation to, and share information with the CADOJ in the interest of criminal justice and public safety.</p> <p>Via the California Law Enforcement Telecommunications System (CLETS), CADOJ's Cal-Photo Program provides law enforcement CORI-classified driver license and image data obtained by the Department of Motor Vehicles. As such, Police Department agrees to conform to all laws, regulations, policies and audits associated with access to Cal-Photo Program CORI.</p>
<b>Rationale:</b>	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.</p>
<b>Cost:</b>	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase. The reduced access to CORI will hinder investigation, obstruct offender identification, and reduce the incidents of successful prosecution.</p>
<b>Recommendation:</b>	Approval



CAL-PHOTO AGENCY AGREEMENT



<u>Berkeley Police Department</u> Agency Name	<u>0103</u> ORI Number
<u>2100 MLK JR. WAY</u> Street Address	<u>Berkeley, CA 94704</u> City State Zip Code

Hereinafter referred to as Subscriber,

- I. Agrees to conform to all rules and policies established by the Department of Justice in the California Cal-Photo Policies, Practices and Procedures (PPPs). Wherein Cal-Photo images and information are classified as Criminal Offender Record Information (CORI), the Subscriber agrees to conform to all CORI laws, regulations and policies. It is further agreed that non-criminal history information contained within this database shall not be used for immigration enforcement purposes as stated in the Cal-Photo PPPs Section VI. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §§ 1373 and 1644.
- II. The Subscriber agrees to abide by all rules, policies and procedures of the FBI/NCIC as approved by the NCIC Advisory Policy Board. The Subscriber also agrees to adhere to all rules, policies and procedures of the National Law Enforcement Telecommunications System (NLETS). The subscriber additionally agrees to conform to all California Department of Motor Vehicles (DMV) rules and policies governing the retrieval and release of DMV Driver License and image information as stated in the Cal-Photo Policies, Practices and Procedures.
- III. It is understood by the Subscriber that violation of these rules, policies, practices and procedures may result in immediate or delayed suspension or removal of Cal-Photo service, as deemed appropriate by the Department of Justice, Cal-Photo Program.
- IV. It is understood by the Subscriber that it is the responsibility of all city, county, state, and federal agencies that use information supplied via Cal-Photo to participate in DOJ's training programs to ensure that all personnel (i.e., computer operators, peace officers, investigators, clerical, agency management/supervisors, etc.) are trained in the operation, policies, and procedures of Cal-Photo.
- V. Remote audits by the Cal-Photo Administrators and the Department of Justice and Department of Motor Vehicles will be performed on the use of the system. Periodic unannounced site inspections may be performed by the Department of Justice to ensure compliance with all established rules, regulations, policies, practices and procedures.

If there are any questions about Cal-Photo, the application process, or to receive additional Cal-Photo information, please contact the Cal-Photo Unit at (916) 210-3169 or send an e-mail to [calphoto@doj.ca.gov](mailto:calphoto@doj.ca.gov).

<b>AGENCY HEAD AUTHORIZATION</b>	
<u>JEN LOUIS, CHIEF</u> Agency Head Name and Title	<u>(510) 981 5900</u> Telephone Number
<u>[Signature]</u> Agency Head Signature	<u>2/8/24</u> Date Signed

Submit the completed form(s) to the DOJ/Cal-Photo Section electronically or by mail to:

California Department of Justice  
 Client Services: Cal-Photo Unit  
[calphoto@doj.ca.gov](mailto:calphoto@doj.ca.gov)  
 4949 Broadway, Room B114  
 Sacramento, CA 95820

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>2.9</b>
<b>Title:</b>	<b>STATE: CALIFORNIA DEPARTMENT OF JUSTICE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS)</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: September 19, 2006 / Current: June 23, 2025
<b>Summary:</b>	<p>The CA Department of Justice (CADOJ) is responsible for the enforcement of State law and management of Criminal Offender Record Information (CORI). Pursuant to common professional courtesy, the Police Department may assist, extend cooperation to, and share information with the CADOJ in the interest of criminal justice and public safety.</p> <p>CADOJ manages CLETS, which provides access to state and federal CORI databases. In accordance with Government Code § 15164, the Police Department agrees to conform to all laws, regulations, policies, audits, and technological requirements associated with access to CLETS.</p>
<b>Rationale:</b>	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.</p>
<b>Cost:</b>	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase. The reduced access to CORI will hinder investigation, obstruct offender identification, and reduce the incidents of successful prosecution.</p>
<b>Recommendation:</b>	Approval

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>2.11</b>
<b>Title:</b>	<b>STATE: CALIFORNIA HIGHWAY PATROL (CHP)</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: September 19, 2006 / Current: March 17, 2025
<b>Summary:</b>	<p>The California Highway Patrol has responsibility for enforcement of the provisions of the Vehicle Code, investigation of traffic accidents on all freeways, investigation of incidents at state owned/leased properties, investigation involving student-occupied school buses, and mitigation of activities affecting safety upon Interstate 80.</p> <p>In an emergency or critical incident, the Police Department may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
<b>Rationale:</b>	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of effective relationships supports crime prevention and is essential for successful investigation and prosecution of criminal acts.</p>
<b>Cost:</b>	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in the existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase.</p>
<b>Recommendation:</b>	Approval

**OPERATIONAL AGREEMENT**  
**between the**  
**BERKELEY POLICE DEPARTMENT and the CALIFORNIA HIGHWAY PATROL**

**PURPOSE**

This Operational Agreement codifies a cooperative professional association that has existed between the Berkeley Police Department (BPD) and the California Highway Patrol (CHP) since January 15, 1970. The association was originally codified under BPD report #U-77768 in 1970, then BPD Special Order #05-016 in 2005, and most recently the BPD/CHP Operational Agreement in 2010. The purpose of this association was, and continues to be, the promotion of public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

**LEGAL AUTHORITIES**

BPD and CHP have concurrent legal jurisdiction and authority on Interstate and State highways, roadways that intersect, traverse or are parallel and proximal to those highways, and State-owned properties that are located within the City of Berkeley. Additionally, the California Vehicle Code grants lawful authority to the CHP to enforce traffic related laws and investigate traffic collisions occurring anywhere in the State.

This Operational Agreement shall constitute Jurisdictional Consent (Penal Code §830.1) upon officers of both agencies, who shall have the authority to exercise peace officer powers at all times within the political subdivisions each represents.

**OPERATIONAL JURISDICTION**

The following describes primary operational responsibilities of each agency at areas of concurrent jurisdiction:

**Interstate 80 (Eastshore Freeway):** Interstate 80 (I-80), also known as the Eastshore Freeway, is a major east-west (actual orientation is north-south) freeway thoroughfare located in west Berkeley. It includes the paved roadway, shoulder and other areas within established fence lines, walls, or landscaped barrier zones.

CHP will have primary responsibility for the enforcement of traffic laws and investigation of collisions, Vehicle Code criminal offenses (e.g., hit-and-run, DUI, etc.), criminal violations (e.g., assault, domestic violence, homicide, etc.), and non-criminal incidents on, or originating from I-80.

**University Avenue Overpass:** The University Avenue overpass is a paved east-west roadway that ascends above grade level at 5<sup>th</sup> Street, continues westward over the Union Pacific Railroad right-

of-way and I-80, and descends to grade level at West Frontage Road.

BPD will have primary responsibility for law enforcement activity on the University Avenue overpass.

**Interstate 80 Pedestrian Bridge** The I-80 Pedestrian Bridge is a concrete, fence- enclosed walkway structure located approximately 1000 feet south of, and oriented parallel to, the University Avenue Overpass. The Bridge ascends from grade level at the northmost end of Bolivar Drive (just west of the base of Addison Street), continues westward over I-80, and descends to grade level on California State Park property west of West Frontage Road.

BPD will have primary responsibility for law enforcement and criminal investigation on the Bridge. BPD's enforcement focus will be mitigation of pedestrian activity that creates a tangible public safety hazard to vehicles and persons traveling on I-80 (e.g., projectiles dropped/thrown at passing vehicles, suspension of large banners which may be struck by or adversely affect the safe operation of large trucks, etc.)

CHP will be responsible for other traffic- related law enforcement upon the Bridge regarding pedestrian activity that may affect Interstate traffic flow and cause driver distraction.

**State Route 13 (Ashby Avenue/Tunnel Road):** SR13, also known as Ashby Avenue and Tunnel Road, is a major east-west thoroughfare that traverses south Berkeley from I-80 eastward to the Berkeley-Oakland city limit.

BPD will have primary responsibility for law enforcement activity on Ashby Avenue east of the on-/off-ramp demarcation line eastward to the Berkeley-Oakland border on Tunnel Road.

**State Route 123 (San Pablo Avenue):** SR123, also known as San Pablo Avenue, is a major north-south thoroughfare that traverses west Berkeley the Berkeley-Albany border southward to the Berkeley-Oakland city limit.

BPD will have primary responsibility for law enforcement activity on San Pablo Avenue.

**On/Off-Ramps:** On-ramps and off-ramps are paved roadways which allow vehicular traffic to enter or exit I-80. The following locations have on-ramps and off-ramps:

**Gilman Street:** Demarcation of on-ramps and off-ramps to and from I-80 at Gilman Street will be indicated by prolongations of Gilman Street curb lines associated with the particular ramp. Where none, or if such prolongation is impractical, demarcation will be indicated by marked limit line (e.g., single white limit line, crosswalk line farthest from Gilman Street, etc.)

**University Avenue Overpass:** Unless otherwise indicated by signage or affirmative marking, demarcation lines shall be roadway expansion seams located proximal to the entrance to the on-/off-ramp from University Avenue, or, if none, prolongations of

relevant curb lines.

**Hearst Avenue/Eastshore Road:** The off-ramp from eastbound I-80 will be defined as that area of paved roadway that branches from the off-ramp roadway associated with the exit onto eastbound University Avenue. It runs east of and parallel to I-80 below the University Avenue overcrossing, between fixed east and west side concrete curbs, and terminates at the prolongation of the south curb line of Hearst Avenue.

**2<sup>nd</sup> Street:** The off-ramp from eastbound I-80 will be defined as that area of paved roadway that branches eastward from the Hearst Avenue/Eastshore Road off-ramp roadway, between fixed north and south concrete curbs, and terminates at the prolongation of the west curb line of 2<sup>nd</sup> Street.

**Ashby Avenue:** Ashby Avenue transitions into on-/off-ramp to/from I-80 as it passes under the Bay Street overcrossing. Specifically, the demarcation is vertically aligned with the westmost edge of the Bay Street overcrossing.

**Potter Street:** Demarcation of the on-ramp to eastbound I-80 from westbound Potter Street will be a line extending perpendicular and westward from the east roadway fog line, that intersects the gore point identified by the intersection of the west roadway fog line of the Potter Street on-ramp and east roadway fog line of the Ashby Avenue on-ramp.

**West Frontage Road:** Demarcation of the off-ramp from westbound I-80 onto West Frontage Road will be the prolongation of the east curb line of West Frontage Road.

CHP will have primary responsibility for the enforcement of traffic laws and investigation of collisions, Vehicle Code criminal offenses (e.g., hit-and-run, DUI, etc.), criminal violations (e.g., assault, domestic violence, homicide, etc.), and non-criminal incidents on, or originating from, on-/off-ramps leading to/from I-80.

**Frontage Roads:** Roadways and areas exterior of and adjacent to I-80 are referred to as "frontage roads". These roadways and areas include:

**West Frontage Road:** Located west of and parallel to I-80, between Gilman Street and the Berkeley/Emeryville city limit);

**Eastshore Highway:** Located east of and parallel to I-80, between Hearst Avenue and the Berkeley/Albany city limit); and,

**Bolivar Drive:** Located east of and parallel to I-80, between Addison Street and Potter Street (i.e., the paved roadway along the west side of Aquatic Park).

BPD will have primary responsibility for law enforcement activity on the frontage roadways that run adjacent to, and outside the fenced barriers of, I-80. These responsibilities include, but are not limited to, traffic enforcement, traffic control, and investigation of collisions, criminal

offenses, and non-criminal incidents.

**Roadways Intersecting Frontage Roads:** BPD will have primary responsibility for law enforcement activity on all paved roadways intersecting frontage roads, unless designed and identified as an on-ramp or off-ramp to I-80 (see above).

#### STATE-OWNED REAL PROPERTY

CHP will be primarily responsible for law enforcement activity at State-owned property and structures located within the City of Berkeley. BPD will provide assistance as may be requested by CHP.

#### SPECIFIC CIRCUMSTANCE ASSISTANCE

In accordance with relevant law and agency policy, CHP will have primary responsibility for the investigation of traffic collisions involving a school bus, youth bus, or school pupil activity bus transporting school pupils or children at or below the 12<sup>th</sup> grade level. Responsibility for the investigation of a collision involving the described vehicles not transporting school pupils or children will rest with BPD.

Upon request, CHP will be primarily responsible for the investigation of injury or fatal traffic collisions directly or indirectly involving BPD personnel.

Excluding assistance associated with formal emergency declarations and requests for Mutual Aid, BPD and CHP will provide emergency response (i.e., '11-99'/urgent request for assistance, spontaneous crowd situation affecting I-80, etc.) or expertise-related (i.e., HazMat carrier commercial enforcement, major collision/criminal investigation support, etc.) assistance to the other agency as may be necessary and requested.

The afore described operational protocols do not preclude the provision of general assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

#### INCIDENT COMMAND AND CONTROL

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

When a formal Incident Command Structure has been established, both agencies agree to participate in the incident response in accordance with standard SIMS/NIMS protocols.

OPERATIONAL/JURISDICTIONAL CONFLICT, RESOLUTION

An operational conflict that cannot be resolved by on-scene personnel will be presented via the Chain of Command to the attention of each department head. The department heads will be responsible for the cooperative review of the issue and for providing direction to their respective subordinates to avoid future conflict.

ADMINISTRATIVE RESPONSIBILITIES


Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request provide the other with relevant information (i.e., "out-aid" reports, arrests, etc.) to facilitate accurate and comprehensive administrative tracking.

EFFECTIVE DATE/TERM/TERMINATION

The term of this Operational Agreement shall become effective upon execution by each agency. The term of this Operational Agreement is 7 years from the effective date. Either agency may terminate from this Operational Agreement by 30 days prior written notice provided to the other agency. In the event of an emergency, this Operational Agreement may be cancelled by either agency without prior notice.

AUTHORIZATION OF AGREEMENT

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.

  
\_\_\_\_\_  
Jennifer Louis  
Chief of Police  
Berkeley Police Department

3/16/25  
(Date)

  
\_\_\_\_\_  
M. Novosel, Captain  
Commander, Oakland Area  
Golden Gate Division  
California Highway Patrol

03/17/2025  
(Date)

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>2.16</b>
<b>Title:</b>	<b>STATE: CALIFORNIA DEPARTMENT OF JUSTICE CALIFORNIA SEX AND ARSON REGISTRY (CSAR)</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: October 28, 2014 / Current: March 27, 2024
<b>Summary:</b>	<p>The CA Department of Justice (CADOJ) is responsible for the enforcement of State law and management of Criminal Offender Record Information (CORI). Pursuant to common professional courtesy, the Police Department may assist, extend cooperation to, and share information with the CADOJ in the interest of criminal justice and public safety.</p> <p>CSAR provides law enforcement CORI-classified sex and arson registry information. As such, the Police Department agrees to conform to all laws, regulations, policies and audits associated with access to CSAR.</p>
<b>Rationale:</b>	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.</p>
<b>Cost:</b>	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase. The reduced access to CORI will hinder investigation, obstruct offender identification, and reduce the incidents of successful prosecution.</p>
<b>Recommendation:</b>	Approval



## California Sex and Arson Registry (CSAR) Agency User Agreement



ORI Number	0010300
County	Alameda

**Berkeley Police Department**

Name of Agency

Hereinafter referred to as the Subscriber, your agency agrees to conform to all rules and policies established by the Department of Justice (DOJ) in the Security, Policies, Practices and Procedures for the CSAR Web Interface. CSAR information and images are confidential and are to be used for law enforcement purposes only. Use of the CSAR or Cal-Photo for any other purpose may be a violation of California Penal Code sections 290 and 457.1. It is understood by the Subscriber that violation of these rules, policies, practices and procedures may result in suspension or revocation of CSAR and Cal-Photo access, as deemed appropriate by the DOJ. In signing this Agency Agreement, the Subscriber is certifying that he/she is a regularly employed peace officer or other law enforcement representative.

It is understood by the Subscriber that it is the responsibility of all agencies using the CSAR and Cal-Photo to participate in the DOJ's CSAR training. All personnel (i.e., computer operators, peace officers, investigators, clerical, agency management/supervisors, etc.) must be trained in the operation, policies, and procedures of the CSAR and Cal-Photo. The Subscriber understands that training can only be provided by DOJ's training staff, the local agency's CSAR Justice Identity Manager System (JIMS) Administrator, or the agency's CSAR Trainer.

The DOJ, and/or the Agency's CSAR-JIMS Administrator will perform audits on the use of the system and its records to ensure compliance with the CSAR Security, Policies, Practices and Procedures and to validate the timeliness, accuracy, and completeness of the data. Periodic, unannounced site inspections may be performed by the DOJ to ensure compliance with the above.

**Jennifer Louis**

Agency Executive Officer (Printed Name)

**Chief of Police**

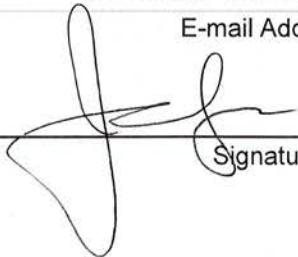
Title

**jlouis@berkeleyca.gov**

E-mail Address

**(510) 981-5705**

Phone Number

  
Signature

3/27/24

Date

**Submit the completed and signed agreement to CSAR  
E-mail: VCIC.CSAR@doj.ca.gov  
FAX: (916) 227-4814**

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>3.12</b>
<b>Title:</b>	<b>FEDERAL: NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (NCRIC)</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: February 19, 2019 / Current: August 7, 2024
<b>Summary:</b>	<p>Berkeley Police Department General Order N-17 previously governed the relationship between the Berkeley Police Department and NCRIC. In 2019, NCRIC and BPD entered into a more formalized written MOU agreement.</p> <p>NCRIC facilitates the legal sharing of terrorism and criminal-oriented information. In this effort, NCRIC produces/disseminates intelligence, conducts training, and provides investigative and analytical case support to federal, state and local law enforcement agencies. NCRIC strives to ensure the protection of privacy and civil liberties of citizens in its assistance to local, state and federal agencies with their mission of protecting the communities they serve from the threats and dangers of terrorist, gang, narcotics and organized criminal activities. Local Threat Liaison Officers (TLOs) facilitate information sharing and investigative collaboration.</p> <p>The Police Department has a comprehensive policy regarding the provision of a Suspicious Activity Report to NCRIC, including several steps of review, and the reporting to City Council, in redacted form, of all SARs submitted to NCRIC.</p> <p>The Police Department may receive and share confidential or law enforcement sensitive public safety-oriented information with NCRIC to facilitate criminal investigation or to promote the safety of the community and/or law enforcement. The Police Department has designated sworn employees to act as TLO's in addition to their normal assigned duties, as described within BPD Suspicious Activity Reporting Policy, #432.</p>
<b>Rationale:</b>	<p>Police Department interaction with NCRIC, previously governed by General Order N-17, will now be governed by the NCRIC MOU. Interaction between NCRIC and BPD promotes public safety and serves the law enforcement mission.</p> <p>Transparency of Suspicious Activity Reporting to NCRIC is accomplished through reporting redacted SARs to City Council.</p>
<b>Cost:</b>	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public and employee safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
<b>Recommendation:</b>	Continued Approval



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**Memorandum of Understanding and  
Agreement**

**Northern California Regional  
Intelligence Center**

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Mike L. Sena  
Director, Northern California Regional Intelligence Center &  
High Intensity Drug Trafficking Area



**NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the Northern California Regional Intelligence Center ("NCRIC") and the law enforcement or public safety agency executing this agreement as indicated on the signature page "Member Agency", hereinafter "Berkeley Police Department".

WHEREAS, the Berkeley Police Department provides public safety services; and

WHEREAS, NCRIC is a multi-jurisdictional public safety information fusion center managed under the Northern California High Intensity Drug Trafficking Area (NCHIDTA) Executive Board that assists public safety agencies with the collection, analysis and dissemination of information related to criminal threats; and

WHEREAS, the mission of the NCRIC in collaboration with the Berkeley Police Department is to protect the citizens of the counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies; and

WHEREAS, NCRIC and the Berkeley Police Department are dedicated to the most efficient utilization of their resources and services in public safety endeavors; and

WHEREAS, NCRIC and the Berkeley Police Department are committed to cooperation and coordination in providing the highest level of safety services to the public, guided by the principle that cooperative efforts are in the public's best interest; and

WHEREAS, the Berkeley Police Department supports the sharing of information contained within its electronic data systems in furtherance of collaboration with other appropriate public safety entities, through integrated systems of information technology that the NCRIC has developed, established, or licensed; and

WHEREAS, NCRIC and the Berkeley Police Department recognize the need to protect the Berkeley Police Department's ownership and control over its shared information, to optimize the means through which shared information is accessed or analyzed, and to protect privacy and civil liberties in accordance with the law; and

NOW, THEREFORE, NCRIC and the Berkeley Police Department hereby agree to conditions set forth in this MOU:

**1) Purpose**

This agreement provides a framework for the Berkeley Police Department and NCRIC to facilitate data collaboration – both outward sharing of information from the Berkeley Police Department, as well as providing the Berkeley Police Department with shared information from other sources - in a manner that protects the rights and authority of the Berkeley Police Department, allowing participation in sharing environments while simultaneously retaining ownership of its data and control over which records are shared, how they are shared, and with whom.

**2) Definitions and other Terminology**

Member Agency / the Berkeley Police Department: the law enforcement or public safety organization whose leadership or appropriate authority has signed this agreement and actively participates in bi-directional information sharing with other law enforcement or public safety entities through assistance from the NCRIC.

Data: electronic records, analyses, images, and other information associated with incidents, persons, or objects, originally created by the Berkeley Police Department and existing in the Berkeley Police Department system or database.

Contributed Data: records originating from the Berkeley Police Department that the Berkeley Police Department has elected to share with other appropriate parties.

Shared Data: the aggregate pool of shared information from the Berkeley Police Department and other contributing sources, made available via the NCRIC or facilitated by NCRIC funding, technology systems, and/or efforts.

Authorized Users: personnel from the Berkeley Police Department that have the appropriate clearance and authority to utilize and access shared data as a function of their employment, in support of law enforcement or public safety.

**3) Rights, Powers and Authority**

This Agreement does not limit the rights, powers, and authority of either party. Nothing in this Agreement shall be construed to require either party:

- a) to disclose any information it determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- b) to perform any act that it determines, is contrary to law or public policy; OR
- c) to provide personnel, equipment, or services to the other party; OR
- d) to modify, restrict, or inhibit utilization of any information technology systems

**4) Data Sharing**

Recognizing that the Berkeley Police Department has sole discretion to choose exactly the information it wishes to contribute, the audience to which contributed data may be shared, and retains unbridled authority to redact or exclude information: the Berkeley Police Department agrees to promote comprehensive, timely, and accurate data sharing, with the exception of BWC footage or ALPR data, which shall not be shared by the Berkeley Police Department under this Agreement.

The Berkeley Police Department may submit information to NCRIC through the Suspicious Activity Report System (SARS). The submitted information will be for law enforcement purposes only. All SARS shall be submitted in accordance with the Berkeley Police Department's Suspicious Activity Reporting Policy.

The Berkeley Police Department grants authority to NCRIC to further share the information contributed by the Berkeley Police Department with other public safety entities who possess a need to know and right to know the shared data, except where explicitly denied by the Berkeley

Police Department.

The Berkeley Police Department grants authority to the NCRIC to execute information sharing agreements with other agencies, and to expand, incorporate, and unify additional shared information from other agencies. Such agreements will not require further review or approval by the Berkeley Police Department.

The Berkeley Police Department grants authority to the NCRIC to provide contributed data into software platforms to optimize law enforcement sharing, search, reporting, or analytic capabilities. Such connections will not require further review or approval by the Berkeley Police Department, provided it occurs entirely within technology infrastructure that is both CJIS-compliant and NCRIC managed.

If NCRIC determines it is in the interest of public safety to connect the Berkeley Police Department's contributed data to a CJIS-compliant system that resides outside NCRIC ownership and control, NCRIC shall only proceed after obtaining written approval from the Berkeley Police Department.

The Berkeley Police Department retains right to later determine that any contributed data should no longer be shared, or to opt out of any specific sharing software platform. In these instances, NCRIC will make every reasonable effort to accommodate the updated preferences of the Berkeley Police Department within 14 days.

5) **Goal**

When submitting SARS, accessing NCRIC's databases or utilizing NCRIC's equipment, the Berkeley Police Department's goal is to provide and obtain critical information for law enforcement purposes while protecting the civil liberties of the public.

6) **Berkeley Surveillance Ordinance and NCRIC Surveillance Equipment**

The Berkeley Police Department shall conform to the requirements of the Berkeley Surveillance Ordinance, see Chapter 2.99 of the Berkeley Municipal Code.

The Berkeley Police Department may request equipment and analytical support from NCRIC. The Berkeley Police Department will use the equipment and support for a limited duration which is sufficient to achieve the public safety mission. Any use of NCRIC's surveillance equipment will comply with the Berkeley Surveillance Ordinance, including reporting the use in the annual Surveillance Report.

Any information received by way of NCRIC equipment or support will be retained by BPD only if it is used in an investigation, wherein the data will remain with the case until the case is purged according to BPD retention guidelines, see BPD Records Maintenance and Release Policy.

7) **Sharing in Compliance with State and Federal Law**

In gathering, sharing, and storing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations, both those in existence at the time of execution of this MOU and those enacted subsequent to execution of this MOU, including but not limited to, to the extent applicable, the California Values

Act (Government Code Section 7284 *et seq.*). NCRIC will, consistent with Section 7284.8(b) work to ensure that databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity for the purpose of immigration enforcement.

The Berkeley Police Department intends to submit limited information to NCRIC. The information submitted will be for specific law enforcement purposes only, such as Suspicious Activity Reports. Procedures regarding SAR submittals can be viewed in BPD's Suspicious Activity Reporting Policy.

#### 8) **ALPR Information**

Authorized BPD members may choose to receive Automated License Plate Reader (ALPR) data from NCRIC. This data can be used as a tool in a criminal investigation. The data the member receives includes the date, time and location a license plate was seen, along with a photo of the back or front of the vehicle showing the license plate. The ALPR data is retained by NCRIC for 365 days. The ALPR data will not be entered into BPD's records management system or retained by BPD unless it is used in an investigation. If the data is used in an investigation, the data will remain with the case until the case is purged according to BPD retention guidelines. See also BPD's ALPR, Suspicious Activity Reporting, and Records Maintenance and Release Policies.

#### 9) **Information Ownership and Release**

The Berkeley Police Department remains the official custodian of all contributed data. To the fullest extent permissible by law, all requests for information, including but not limited to inquiries under the California Public Records Act or Freedom of Information Act, will be referred to the Berkeley Police Department that is the originator of the requested data. The Berkeley Police Department that is the originator of the requested data will be responsible for responding to the request and will indemnify and defend the NCRIC from any action brought related to the Berkeley Police Department's response, or lack thereof, provided that NCRIC uses best efforts to promptly inform the Berkeley Police Department of the CPRA request upon receipt.

#### 10) **Authorized User Access and User Responsibilities**

The Berkeley Police Department is responsible for management of its Authorized User accounts and the activities of its Authorized Users.

The Berkeley Police Department agrees that all Authorized Users shall be current employees in good standing that are legally entitled to view law enforcement sensitive content as part of their assigned duties in support of public safety.

Authorized users may also choose to receive the following information from NCRIC via email:

1. Advisories (accessible to BPD for 60 days per NCRIC guidelines)
2. Public Partner Briefs - SARS (accessible to BPD for 60 days per NCRIC guidelines)
3. Training opportunity bulletins (accessible to BPD for 90 days per BPD email retention guidelines)

BPD's definitions for the listed information mechanisms can be found in BPD's Suspicious Activity Reporting Policy.

If for any reason a user is no longer eligible for such access, including ending employment with the agency, the Berkeley Police Department will ensure access is removed and make notification to the NCRIC.

The Berkeley Police Department agrees that shared information is to be used solely for authorized purposes consistent with the law. The Berkeley Police Department shall not use or share the information for any unauthorized purposes, and Member Agencies agree that such actions will result in the Berkeley Police Department or its offending Authorized User being revoked access to the system.

The Berkeley Police Department will ensure that its Authorized Users will not access shared data by using a name, password, or any authentication mechanism that is assigned to another person. The Berkeley Police Department will ensure that Authorized Users will not share passwords with another individual, nor allow another user to utilize the system under their credentials.

The Berkeley Police Department will ensure that shared data will only be accessed from electronic devices that meet all current security requirements for accessing law enforcement information. Such policies should also forbid utilization of personal / non-agency devices, or enforce appropriate security requirements on those devices to meet CJIS compliance.

**11) No Guarantee of Accuracy**

The Berkeley Police Department acknowledges that shared data may or may not be accurate. The Berkeley Police Department further understands that neither the suppliers of shared data nor NCRIC are warranting the accuracy of such information. The Berkeley Police Department agrees to take necessary steps to appropriately verify the accuracy of any and all information before taking any action based upon it.

The Berkeley Police Department understands and agrees to put in place a policy that clearly sets forth a requirement of verification and so inform each Authorized User.

The Berkeley Police Department agrees to use shared data as a pointer system for investigative leads or guidance, and not as the sole source of probable cause for law enforcement actions.

**12) Information Security and Standards Compliance**

The Berkeley Police Department and NCRIC agree to enforce and maintain security for shared data in compliance with all applicable law, including but not limited to the California Department of Justice's California Law Enforcement Telecommunications System Policies, Practices, and Procedures (CLETS PPP) and the Federal Bureau of Investigation's Criminal Justice Information System Security Policy (FBI CJIS Security Policy).

The Berkeley Police Department and NCRIC shall store information, whether electronic or hardcopy, only in a manner that is compliant with all applicable physical security and cyber security requirements. Data shall be retained, purged, and destroyed in accordance with all applicable standards. Data exchange and user access shall be achieved using encryption, private networks, or other configurations that follow current best practices for information technology.

**13) Mutual Indemnification**

For the purpose of this Section, indemnification of NCRIC and its employees includes any and all NCRIC personnel, regardless of whether they may be employed by or assigned to NCRIC from another public agency.

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act or omission of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**14) Costs**

Execution of this agreement shall not be construed to require NCRIC or the Berkeley Police Department to incur any new costs. For any potential costs associated with information sharing or access to shared information, either party may determine in its sole discretion, whether or not to incur those costs.

**15) Partial Invalidity**

If any terms or conditions of this Agreement shall to any extent be judged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, the remaining terms and conditions of this agreement shall continue in full force and effect.

**16) Effective Date and Term of MOU**

This agreement shall remain in effect until terminated by either party by giving written notice. In the event of termination, NCRIC will destroy or return the Berkeley Police Department's contributed data, and provide written confirmation upon completion.

This agreement supersedes any previous Memorandum of Understanding between NCRIC and the Berkeley Police Department regarding the sharing of law enforcement information systems and data.

**17) Written Amendments or Assignment**

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.


**18) Signer Authority and Electronic Documents**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective parties.

Unless otherwise prohibited by law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

The Berkeley Police Department hereby executes this MOU as of the date of execution by the individual below possessing the authority to sign on behalf of the Berkeley Police Department:

**The Berkeley Police Department**

Signed:   
Signed: Jennifer Louis (Aug 7, 2024 10:19 PDT)  
Name: Jennifer Louis  
Title: Chief of Police, Berkeley Police Department

Date: Aug 7, 2024

**The Northern California Regional Intelligence Center:**

Signed:   
Signed: Mike Sena (Aug 7, 2024 09:38 PDT)  
Name: Mike Sena  
Title: Director, Northern California Regional Intelligence Center

Date: Aug 7, 2024

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>3.13</b>
<b>Title:</b>	<b>FEDERAL: UNITED STATES DEPARTMENT OF JUSTICE UNITED STATES MARSHALS SERVICE (USMS) FUGITIVE TASK FORCE</b>
<b>Type:</b>	Written Agreement
<b>Approvals:</b>	Initial: August 14, 2024 / Latest: No Change
<b>Summary:</b>	<p>The United States Marshals Service directs and coordinates a regional fugitive task force consisting of federal, state and local law enforcement officials. The mission of the task force is to investigate and arrest persons who have active warrants for their arrest. The Police Department will work with them to target crimes that primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes conducted by subjects who have a criminal history involving violent crimes, felony drug offenses and/or weapons offenses.</p> <p>Cases that the Police Department seeks assistance on must be submitted to the task force and accepted at the discretion of the task force Chief Inspector/Chief Deputy.</p> <p>Civil immigration enforcement is not a part of the mission of the task force.</p>
<b>Rationale:</b>	As part of the Fugitive Task Force the Police Department gains valuable resources to apprehend violent fugitives. Involvement in this task force brings additional personnel and resources to locate and arrest persons with active felony warrants.
<b>Cost:</b>	<p>If Approved: Cost will be neutral and may consist of overtime reimbursement. Approval will continue to support current law enforcement activity, funded in the existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public and employee safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
<b>Recommendation:</b>	Approval

**United States Marshals Service**

**Fugitive Task Force**

**Memorandum of Understanding**

**For Non-Federal Agencies**

Rev. 03/2023

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the

**Berkeley Police Department**

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the

parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information

or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

**RELEASE OF LIABILITY:** The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 26712680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a

result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case- by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: PSWRFTF  
UNITED STATES MARSHAL:**

**Print Name:** Jay Bieber

**Signature:** **JAY BIEBER** Digitally signed by JAY BIEBER  
Date: 2024.08.14 14:58:46 -07'00'

**Date:**

**RFTF COMMANDER (where applicable):**

**Print Name:** Sean LoPiccolo

**Signature:** SEAN LOPICCOLO Digitally signed by SEAN  
LOPICCOLO  
Date: 2024.08.15 10:56:42 -07'00'

**Date:** 8/15/24

**PARTNER AGENCY:**

**Name:** Berkeley Police Department

**Location (City, State):** Berkeley, CA

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** Jennifer Louis , Chief of Police

**Signature:** 

**Date:** 8/14/24

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:**

**Signature:**

**Date:**

## **Berkeley Police Department MOU Compendium**

<b>Item #</b>	<b>4.1</b>
<b>Title:</b>	<b>PRIVATE: CHILD ABUSE LISTENING, INTERVIEWING &amp; COORDINATION (CALICO)</b>
<b>Type:</b>	Written agreement
<b>Approvals:</b>	Initial: April 20, 2010 / Current: November 12, 2024
<b>Summary:</b>	<p>CALICO is a private organization that provides legal, medical, and therapeutic services to children and developmentally-delayed adults in Alameda County who are victims or witnesses of abuse and neglect. CALICO provides similar services to effected families.</p> <p>The Police Department and CALICO commit to a partnership toward mutually valued goals: facilitating a multidisciplinary team response to child abuse; accomplish forensic interviews with trained Child Interview Specialists in a safe, neutral, child-friendly environment; and, share relevant information as permitted by law.</p>
<b>Rationale:</b>	Partnerships between the Police Department and public safety- focused organizations like CALICO enhance the effectiveness of juvenile criminal investigation, promote prevention of child abuse and neglect, and facilitate supportive provision of services to juvenile victims and their families.
<b>Cost:</b>	<p>If Approved: \$5,400.00 donation (annual). While there is no contractual or statutory obligation to remit funds to CALICO for services rendered, the Police Department, on behalf of the City, has for many years responded to an annual request for donation to support CALICO operations. Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
<b>Recommendation:</b>	Continued approval

## OPERATIONAL AGREEMENT

This Operational Agreement, effective January 1, 2025, affirms that CALICO and the following partnering agencies intend to work together toward our mutual goal of achieving justice and healing for children and adults with developmental disabilities in Alameda County, who are victims or witnesses of abuse and neglect, and their families.

- Alameda County Behavioral Health Care Services
- Alameda County Counsel
- Alameda County District Attorney's Office
- Alameda County Family Justice Center
- Alameda Health System, Highland Hospital, Sexual Assault Center
- Alameda County Probation Department
- Alameda County Sheriff's Office
- Alameda County Social Services Agency
- Alameda Police Department
- Albany Police Department
- BART Police Department
- Berkeley Police Department
- California Department of Social Services, Community Care Licensing
- California State University - East Bay
- Dublin Police Services
- East Bay Regional Parks Police Department
- Emeryville Police Department
- Fremont Police Department
- Hayward Police Department
- Livermore Police Department
- Newark Police Department
- Oakland Police Department
- Piedmont Police Department
- Pleasanton Police Department
- San Leandro Police Department
- UCSF Benioff Children's Hospital Oakland, Center for Child Protection
- Union City Police Department
- University of California - Berkeley Campus Police Department

To achieve our mutual goals, CALICO agrees to:

- Facilitate a multi-disciplinary team response to child abuse and cases involving adults with developmental disabilities as described in the Alameda County Child Abuse Protocol;
- Exchange information to the fullest extent permitted by law;
- Maintain as required by law the confidentiality of the shared information;
- Receive referrals for interviews from multi-disciplinary team members;
- Coordinate the scheduling of interviews with involved agencies;
- Provide trained Child Interview Specialists to conduct forensic interviews;

- Provide a safe, neutral, child-friendly environment for victims and family members;
- Maintain interviewing facilities in both San Leandro and at the Family Justice Center in downtown Oakland;
- Create two, original recordings of the forensic interview;
- Provide clinically trained family support staff to provide crisis intervention, referrals and follow-up support to caregivers of CALICO children and adults with developmental disabilities;
- Facilitate monthly multi-disciplinary team case review and program advisory committee meetings; and
- Provide training for multi-disciplinary team members.


The Berkeley Police Department agrees to:

- Participate in a multi-disciplinary team response to child abuse and cases involving adults with developmental disabilities as described in the Alameda County Child Abuse Protocol;
- Exchange information to the fullest extent permitted by law;
- Maintain as required by law the confidentiality of the shared information;
- Schedule forensic interviews at either of CALICO's two interviewing facilities;
- Cross report to and coordinate with other agencies who need to be involved in the interview process;
- Work closely with CFS to observe the forensic interviews together, whenever possible;
- Consult with other multi-disciplinary team members, as needed, to discuss appropriate criminal charges;
- Refer victims to acute and non-acute forensic medical exams, as appropriate;
- Provide a representative to attend monthly program advisory committee meetings; and
- Attend and exchange information at multidisciplinary team case review meetings, as requested.

We the undersigned, as authorized representatives of CALICO and the Berkeley Police Department, do hereby approve this agreement.

  
\_\_\_\_\_  
Nadia Bueno  
Executive Director  
CALICO

11/1/24  
Date

  
\_\_\_\_\_  
Jennifer Louis  
Chief of Police  
Berkeley Police Department

11/12/24  
Date

## **Berkeley Police Department MOU Compendium**

<b>Item #</b>	<b>4.2</b>
<b>Title:</b>	<b>PRIVATE: CRITICAL REACH</b>
<b>Type:</b>	Terms of Use Agreement
<b>Approvals:</b>	Initial: September 19, 2006 / Current: May, 2025
<b>Summary:</b>	<p>Critical Reach is a private company that provides an Internet based communication system designed to facilitate effective communication between law enforcement agencies and other subscribing entities (i.e., news media).</p> <p>The Police Department employs the Critical Reach system to disseminate important crime- oriented information and public notifications, historically referred to as "Be-On-The-Lookout" announcements and "All Points Bulletins". The intent and value of Critical Reach communications is the rapid location of missing persons, recovery of stolen property, the furtherance of criminal investigations, and enhancement of public safety.</p>
<b>Rationale:</b>	Rapid communication is a crucial component of providing effective public safety services. The absence of practical communication mechanisms provides opportunity for criminal offenders to evade justice. Partnerships between the Police Department and public safety-focused organizations like Critical Reach enhance the effectiveness of criminal investigation and promote public safety.
<b>Cost:</b>	<p>If Approved: Software licensing for up to six computers and system maintenance by Critical Reach costs the Police Department \$1350 per year; the Police Department maintains two computers for Critical Reach. The City provides all computer hardware components. As needed, equipment replacement costs would be based on the component required (est. \$30- \$1000). Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of this communication service would inhibit investigation and adversely affect public safety. Increased local enforcement responsibility would increase local costs.</p>
<b>Recommendation:</b>	Continued approval



# APBnet Terms of Use Agreement

## **APBnet Terms of Use Agreement**

This Terms of Use agreement ("Agreement") is a legal agreement between you and Critical Reach, Inc. ("us," "we," "our") for the use of the APBnet law enforcement alert system. This Agreement governs access to and use of APBnet.

By using APBnet, you agree to be bound by the terms of this Agreement and affirm that you have the authority to bind yourself and your employer to the Agreement. If you do not agree to the terms of this Agreement, you are not permitted to use APBnet.

## **Deployment of APBnet**

You are entitled to unlimited deployment of APBnet (no limit on how many user numbers may be installed), unlimited use of APBnet, and unlimited support of APBnet users. The only cost for APBnet is an annual support fee paid to Critical Reach.

## **Acceptable Use**

You agree to use APBnet only for its intended purpose. The intended purpose of APBnet is to help officers create photo bulletins for investigative and informational purposes and distribute them electronically to other officers, other agencies, and the public when appropriate; further, officers may search the database of previous bulletins based upon the data and images contained in those bulletins. Your officers, during their investigations, may upload data and images to APBnet and that information may be shared with other people and organizations at the bulletin creator's discretion.

It is your responsibility to ensure that your use of APBnet, including the data that you upload, submit, or otherwise input into or cause to be stored by APBnet, conforms to all applicable laws and legal requirements. By using APBnet, you warrant that you have proper legal authority and standing to obtain, use, and hold any data that you upload, submit, or otherwise input into or cause to be stored.

You agree not to misuse APBnet in any way, including, but not limited to, (a) Uploading or otherwise inputting any data that you do not have the legal right, authority, or standing to obtain, hold, and use;



(b) Sharing access to APBnet, including your username and password, with others; (c) Testing in any way the vulnerability of any component of APBnet; (d) Circumventing any security or authentication measures implemented by APBnet; (d) Interfering with any user, host, or network associated with APBnet; (e) Inputting malware to APBnet; (e) Sending promotions, advertisements, or spam to or from APBnet; (f) Using altered, deceptive, or false source-identifying information; (f) Violating the privacy of others, defaming others or violating the law in any way. Critical Reach reserves the right at its discretion to revoke access to APBnet for any misuse of APBnet.

You may not, without the prior written consent of Critical Reach, conduct, cause, or facilitate the: (a) use, copying, reproduction, modification, rental, lease, sublease, sublicense, public display, public performance, or transfer of APBnet except as expressly provided in this Agreement; (b) creation of any derivative works based on APBnet; (c) reverse engineering, disassembly, or decompiling of APBnet's underlying computer code or software; (d) use of APBnet in connection with service bureau, facility management, timeshare, service provider, or like activity whereby you operate or use APBnet for the benefit of a third party that has not been licensed by Critical Reach to use APBnet; (e) use of APBnet by any third party under your user account or login for APBnet.

Any data or content that you input into APBnet is owned by you. Critical Reach expressly disclaims any legal liability for the data or content that you upload, submit, or otherwise input into or cause to be stored by APBnet.

### **Privacy Statement**

By using APBnet, you consent to the data practices described in this statement. Critical Reach is not responsible for the privacy statements or other content on websites outside of the Critical Reach.org or apbnet.net domains that may link to our pages.

APBnet will store data that you upload, submit, or otherwise input into APBnet, and will process such data as needed to perform various functions of APBnet that you choose to use in conjunction with the data that you input. Critical Reach does not claim any right of ownership to any data that you upload, submit, or otherwise input into or cause to be stored by APBnet; you retain all rights of ownership to such data.



Critical Reach collects personally identifiable information, such as your email address, name, home or work address or telephone number and general geographic location (e.g., by country or state). Critical Reach also automatically collects usage statistics for various functions offered by APBnet, as well as information about your computer hardware and software, including, but not limited to your IP address, browser type, domain names, access times and durations, and referring website addresses. Critical Reach uses this information for the operation of APBnet, to maintain the quality of APBnet, and to provide for general statistical analysis regarding use of APBnet.

APBnet secures all data that you upload, submit, or otherwise input into or cause to be stored by APBnet, including your personally identifiable information, from unauthorized access, use, or disclosure. When you upload data to APBnet, it is protected in transit through the use of encryption protocols, such as the Secure Socket Layer (SSL) protocol or the Transport Layer Security (TLS) protocol.

Critical Reach collects and uses your personally identifiable information to operate APBnet and to deliver the functionality to which you have requested access. Critical Reach may also use your personally identifiable information, from time to time, to inform you of other products or services available from or through Critical Reach. Critical Reach may also contact you via surveys to conduct research about your opinion of APBnet or of potential new services that may be offered. In the event that you are contacted for any of the forgoing reasons, you will be offered the opportunity to opt out of future contacts of the same nature.

Critical Reach does not sell, rent, or lease its customer lists, including personally identifiable information, to third parties. Critical Reach will disclose your personal information, without notice, to lawfully authorized recipients, only if required to do so by law or in the good faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on Critical Reach, (b) protect and defend the rights or property of Critical Reach, and (c) act under exigent circumstances to protect the personal safety of users of APBnet or of the public.

Critical Reach may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are



prohibited from using your personally identifiable information except to provide these services to Critical Reach, and they are required to maintain the confidentiality of your information.

### **Superseding Provisions**

Part or all of this Agreement may be superseded or augmented by one or more additional, legally binding contracts or provisions (collectively, "Provisions") between the user or the purchasing agency associated with the user and Critical Reach. It is the user's responsibility to be aware of any such Provisions and of the terms and limitations specified by such Provisions. Any and all additional Provisions are subject to the terms of this Agreement unless otherwise explicitly specified in the Provisions and, except as otherwise expressly provided in the Provisions, in the event of any conflict between the terms of this Agreement and the terms of any Provisions, this Agreement shall control.

### **Limited Warranty**

APBNET IS OFFERED AS IS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CRITICAL REACH DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF APBNET.

Critical Reach does not warrant or guarantee that the functions contained in or offered by APBnet will meet the User's requirements or that the operation of or accessibility to APBnet will be uninterrupted or error free.

### **Limitations of Remedies and Liability**

IN NO EVENT WILL CRITICAL REACH, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, EVEN IF CRITICAL REACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR FOR ANY CLAIM BY ANY OTHER PARTY.



## **Indemnification**

By using APBnet, you agree to hold harmless and indemnify Critical Reach against any and all claims and actions arising or resulting from your use of APBnet, including, without limitation, expenses, judgements, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from your use of APBnet.

## **Governing Law**

This Agreement is governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws provisions. In the event of a dispute, the user agrees to first negotiate and mediate the dispute. If such efforts are unsuccessful within 90 days of written notice of the dispute, as a last resort, the user agrees to submit exclusively to the jurisdiction of the federal and state courts of the State of California, and further agrees that any and all legal actions arising therefrom shall take place in such courts.

## **Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired and shall remain in force.

## **Term/Termination**

Critical Reach invoices each organization using APBnet an annual support fee each December for the following calendar year's use of APBnet. This is the only cost associated with use of APBnet. It is at the organization's sole discretion to pay this invoice and renew use of APBnet for the following calendar year. If the organization terminates use of APBnet during that subscribed calendar year, they will have continued use of APBnet through that term. The organization will not be entitled to any refund or credit for support fees already paid.

## **General**



This Agreement creates no third-party beneficiary rights. Critical Reach's failure to enforce any term or condition of this Agreement does not constitute or imply a waiver of its right to do so later, nor does it imply or permit any further waiver of that or any other term or condition. You may not assign any of your rights under this Agreement and any such attempt to do so is void, but Critical Reach may assign its rights under this Agreement to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with APBnet.

### **Contact Information**

Critical Reach welcomes your comments regarding this Agreement. You may contact us at [info@apbnet.net](mailto:info@apbnet.net).

### **Copyright**

APBnet and other accompanying and supporting materials are the copyrighted intellectual property of Critical Reach, and are protected by copyright laws and international copyright treaties. Critical Reach retains ownership of APBnet in all aspects and reserves all rights under copyright.

Notices of alleged copyright infringement should be reported to Critical Reach. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable content alleged to be infringing and to terminate access to APBnet by repeat infringers.

## Berkeley Police Department MOU Compendium

<b>Item #</b>	<b>4.3</b>
<b>Title:</b>	<b>PRIVATE: A SAFE PLACE</b>
<b>Type:</b>	Memorandum of Understanding
<b>Approvals:</b>	Initial: November 8, 2011 / Current: April 17, 2024
<b>Summary:</b>	A Safe Place provides counseling and shelter placement for victims of domestic violence. They maintain and 24-hour crisis hot-line, as well as crisis counselors who will assist victims in shelter admittance.
<b>Rationale:</b>	<p>The Police Department strives to create positive outcomes for domestic violence survivors by breaking the cycle of violence and helping victims tap into resources outside of their current domestic situation. A Safe Place is the first step towards fostering this independence for victims and forging a secure space for victims to launch into a violence free existence.</p> <p>The Police Department agrees to use A Safe Place as their single point of contact when attempting to locate emergency placement services for domestic violence victims.</p>
<b>Cost:</b>	<p>If Approved: None.</p> <p>If Not Approved: Effect on cost cannot be calculated, but the loss of this single-point-of-contact system to our community's domestic violence victims would be significant.</p>
<b>Recommendation:</b>	Continued Approval



**MEMORANDUM OF UNDERSTANDING**

October 31, 2023- November 30, 2026

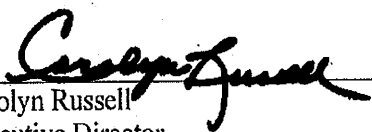
This Memorandum of Understanding (MOU) between **A Safe Place** and the **City of Berkeley Police Department** describes the ongoing working relationship and the activities in which we participate or engage in supportive efforts to serve victims of domestic violence.

The **City of Berkeley Police Department** will support the efforts of **A Safe Place** in the following manner:

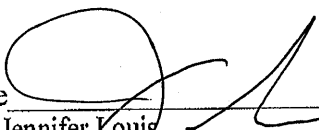
Contact **A Safe Place** 24-hour crisis line when responding to Domestic Violence victims for sheltering services.

Transport domestic violence victims, in accordance with department procedure, to a safe location where **A Safe Place** staff can meet clients for admittance to a shelter.

This agreement shall remain in effect from October 31, 2023 – November 30, 2026 or unless terminated in writing by either party.

Signature   
Carolyn Russell  
Executive Director  
A Safe Place

Date \_\_\_\_\_

Signature   
Jennifer Louis  
Chief of Police  
City of Berkeley Police Department

Date 4/17/24

## NOTICE OF PUBLIC HEARING BERKELEY CITY COUNCIL

### Police Department Agreements with Other Law Enforcement Agencies, Police Departments or Private Security Organizations

Notice is hereby given by the City Council of the City of Berkeley that on July 7, 2026 the Police Department is requesting a public hearing, and at the conclusion of the hearing, adoption of a Resolution approving agreements, understandings or policies between the Police Department and other local, state and federal law enforcement agencies, military and/or intelligence agencies, police departments and private security organizations, as required by Berkeley Municipal Code 2.04.150, et. seq. The hearing will be held at 6:00 p.m. in the Berkeley Unified School District Board Room located at 1231 Addison Street, Berkeley CA 94702.

A copy of the agenda material for this hearing will be available on the City’s website at [www.berkeleyca.gov](http://www.berkeleyca.gov) as of June 25, 2026. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology, as well as any health and safety requirements for in-person attendance.**

For further information, please contact Sgt. Darrin Rafferty at 510-981-4770.

Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, or emailed to [council@berkeleyca.gov](mailto:council@berkeleyca.gov) in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley 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 or in person to the City Clerk. 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 at 981-6908 or [clerk@berkeleyca.gov](mailto:clerk@berkeleyca.gov) for further information.

*If you challenge the above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Berkeley at, or prior to, the public hearing. Background information concerning this proposal will be available at the City Clerk Department and posted on the City of Berkeley webpage at least 10 days prior to the public hearing.*

**Published:** July 3, 2026 – The Berkeley Voice  
Berkeley Municipal Code §2.04.170

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I hereby certify that the Notice for this Public Hearing of the Berkeley City Council was posted at the display case located near the walkway in front of the Council Chambers, 2134 Martin Luther King Jr. Way, as well on the City’s website on June 25, 2026.



## Berkeley Police Department



### SUSPICIOUS ACTIVITY REPORTS – 2025

A Suspicious Activity Report (SAR) is a standardized report used to document behaviors that may indicate criminal or terrorist activity. Berkeley Police submit SARs through the NCRIC, a regional intelligence center where analysts review the information and route it to the appropriate agencies. Reports may also be shared with partner agencies when they are part of a broader trend, series, or serious incident. The goal is to identify early warning signs before a threat escalates, helping law enforcement agencies connect patterns and prevent harm. SAR submissions are governed by Policy 432, which outlines the categories of reportable activity.

02-07-2025 Case: 2025-06082; Category: Suspicious Activity or Trespassing

A Berkeley-based group announced a restaurant disruption event in Berkeley on this date. The event was described as a protest at a restaurant that potentially served chicken that was processed by a national food and agriculture company.

02-16-2025 Case: 2025-07486; Category: Potential Hate Activity

There was a protest on the University Ave. pedestrian bridge. The group on the pedestrian bridge was a pro-Israel group who were holding signs and flags in support of Israel. Two subjects, wearing masks, confronted the group and started to approach members of the group challenging them to fight. The subjects physically assaulted multiple members of the group. BPD Officers arrested the two subjects for assault.

02-23 to  
02-24-2025 Case: 2025-08827; Category: Potential Hate Activity & Vandalism

Various parked and unoccupied Tesla vehicles were vandalized with the word "NAZI" painted on them. Some of the victims were of Jewish decent. There are also reports of this in other Bay Area jurisdictions.



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## Berkeley Police Department

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03-01-2025 Case: 2025-09651; Category: Extremism & Vandalism

A demonstration occurred in front of a west Berkeley automobile dealership, as part of weekly protests. During this demonstration, approximately 300 people were present and the group blocked the roadway and other business storefronts. Officers observed approximately 30 individuals who wore masks and dressed in black. During the demonstration, this group marched with a banner containing markings consistent with the ANTIFA movement, based on markings on the banner. One of the subjects seen marching with the banner later threw paint on the front of the storefront. The suspect was apprehended.

03-01-2025 Case: 2025-09708; Category: Hate Incident & Vandalism

A Muslim-owned business was vandalized by an unknown person who wrote offensive words on a window. This was a repeat victimization of the business.

03-22-2025 Case: 2025-13193; Category: Expressed or Implied Threat

A demonstration occurred in front of a west Berkeley automobile dealership, as part of weekly protests. During this demonstration, a person rode a bicycle with an amplified sound system and was playing loud music. He later stopped on the street where several people were blocking his path. Officers saw the suspect attempt to use a stun gun and wave it around at people. One woman later told officers the suspect was trying to attack her, and she feared for her safety. The suspect was arrested.

06-27-2025 Case: 2025-28715; Category: Expressed or Implied Threat

A person called with threats to conduct a mass shooting at a local hospital. The threats were targeted but deemed not credible. The following day, BPD responded to the hospital for a similar call. The suspect later made a bomb threat against the hospital. The suspect was identified.



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## Berkeley Police Department

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07-03-2025 Case: 2025-29592; Category: Sabotaging/Tampering/Vandalism & Potential Hate Activity

A large group of subjects wore masks and set off smoke bombs, and vandalized a military recruiting facility and a multinational bank. The vandalism consisted of spray painting of offensive words and phrases and symbology typically associated with the antifascist movement. Four people were arrested for their involvement in the incident.

08-28-2025 Case: 2025-38369; Category: Expressed or Implied Threat

A Berkeley school received an email threat of rape and murder of students. This was determined to be a hoax email.

08-30-2025 Case: 2025-38742; Category: Expressed or Implied Threat

A tip was given to BPD about a bomb threat at a residence in south Berkeley. This matter was investigated and determined to be safe at the time.

09-13-2025 Case: 2025-44859; Category: Theft/Loss/Diversion & Sabotage/Tampering/Vandalism

Copper wiring was stolen from a utility pole in northwest Berkeley. The telecommunications technician estimated the loss at approximately \$5000. The suspect was not identified.

10-12-2025 Case: 2025-46633; Category: Theft & Potential Hate Activity

A subject stole an Israeli flag from the front exterior of central Berkeley residence. The two suspects were not identified.



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## Berkeley Police Department

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### **Law Enforcement Mutual Aid (LEMA) Requests Berkeley PD (1/2025 – 12/2025)**

A mutual aid request is a formal request for outside law enforcement resources when an incident such as a natural disaster or civil unrest exceeds a jurisdiction's capacity. Berkeley is located in Region II of the Law Enforcement Mutual Aid (LEMA) system, California's statewide framework for coordinating assistance across jurisdictions. The Alameda County Sheriff's Office serves as the Region II coordinator, managing the activation of mutual aid resources within the region. Requests follow an established chain; first drawing from neighboring agencies, then escalating to the regional and state level as needed. LEMA's effectiveness depends on strong partnerships built on a mutual commitment to public safety.

In 2025 there were no formal LEMA requests made by our Region II coordinator and the Berkeley Police did not request any LEMA resources.



BERKELEY CITY COUNCILMEMBER  
**TERRY TAPLÍN**  
DISTRICT 2

ACTION CALENDAR  
JULY 7, 2026

**To:** Honorable Mayor and Members of the City Council  
**From:** Councilmember Taplin (Author), Councilmember Blackaby, Councilmember Humbert (Co-Sponsors)  
**Subject:** Large Vehicle Parking Regulations in the Public Right-of-Way

**RECOMMENDATION**

That the City Council:

1. **Refer to the City Attorney and City Manager a Review of Amendments to the Berkeley Municipal Code (BMC) 12.98 to ensure the language** authorizes the abatement of abandoned vehicles creating public health and safety nuisances in the public right-of-way, clarify the definition of "abandoned" vehicle, and increase the City Manager's discretion in the establishment of abatement timelines.
2. **Refer to the City Manager** -the study of recently adopted legislation across the nine-county Bay Area regarding the management of long-term large vehicle parking in the public right-of-way. Based on this study, staff shall return to the City Council with draft policy and enforcement recommendations that are:
  - a. Regionally consistent;
  - b. Aligned with the City of Berkeley's environmental, housing, and transportation priorities;
  - c. Reflective of the City's ability to enhance the impact and scale of its coordinated alternative housing initiatives via participation in a county-wide RV parking program or joining a comparable program maintained in a neighboring jurisdiction; and

- d. Operationally feasible given available outreach, enforcement, financial constraints, and site capacity. Including an examination of geographically targeted parking restrictions in high-sensitivity areas such as:
  - a. Manufacturing and industrial zones designated by an “M” zoning classification; and
  - b. Environmentally sensitive water resources, including but not limited to open lagoons, riparian corridors, and critical stormwater infrastructure.
3. Request that the City Attorney and City Manager provide clarity and guidance on how the city’s encampment resolution policy intersects with the Berkeley Municipal Code in the absence of shelter availability.
4. Refer to the City Manager the drafting of an ordinance amending BMC Chapter 7.18.010 to authorize City Manager approval of contracts up to \$250,000 for the abatement of abandoned, dismantled, or inoperative vehicles pursuant to BMC 12.98.040(A).

#### **POLICY COMMITTEE RECOMMENDATION**

On February 11, 2026, the Health, Life Enrichment, Equity & Community Committee adopted the following action: M/S/C (O’Keefe/Taplin) to send item to Council with a qualified positive recommendation to more clearly articulate guidance on the intersection of the proposed amendments with applicable State law. Vote: All Ayes.

#### **CURRENT SITUATION AND ITS EFFECTS**

The City of Berkeley continues to experience persistent long-term parking and habitation of oversized vehicles—particularly recreational vehicles (RVs)—in commercial, industrial, and residential rights-of-way. While often used as shelter in response to regional housing pressures, these vehicles frequently lack proper waste containment and maintenance, creating recurring public health, safety, and environmental hazards. Their sustained presence in proximity to sensitive infrastructure—such as storm drains, riparian corridors, freight routes, and schools—has revealed critical limitations in the City’s existing regulatory framework, particularly under BMC Chapters 12.98 and 12.96.

#### **Chapter 12.98**

[Chapter 12.98](#) is intended to authorize the abatement of abandoned, dismantled, or inoperative vehicles as public nuisances. However, two key structural issues constrain its effectiveness in addressing large vehicles in the public right-of-way:

- **Definitional Gap (§12.98.010):**

The current definition of “abandoned vehicle” applies only to those located on private property. As written, it excludes vehicles in the public right-of-way—precisely where the most acute nuisances now occur. This omission restricts the City’s ability to proactively classify and abate abandoned vehicles that obstruct emergency access, block industrial loading areas, or degrade environmental corridors. Amending the definition to include vehicles left in the public right-of-way, in alignment with State Vehicle Code provisions, would better reflect urban land use conditions and enforcement needs.

- **Procedural Delay (§12.98.040(F)):**

[California Vehicle Code §§ 22660–22669](#)

### **BMC Chapter 17.20**

[BMC Chapter 17.20](#) prohibits the discharge of non-stormwater waste—including sewage, graywater, trash, and automotive fluids—into the City’s storm drain system, which ultimately flows untreated into San Francisco Bay. Long-term RV encampments often generate such discharges, resulting in violations that directly compromise the integrity of Berkeley’s stormwater infrastructure and ecological assets. Field observations have documented:

- Graywater and blackwater dumped into gutters and curbs;
- Oil and fuel leaks from inoperable vehicles;
- Accumulated trash and biohazardous waste near storm drains and creek edges.

These violations threaten the health of downstream environments such as Aquatic Park Lagoon, Codornices and Strawberry Creeks, and the Bay shoreline, and pose compliance risks under the City’s NPDES permit administered by the Regional Water Quality Control Board.

### **Enforcement Fragmentation and Strategic Limitations**

In the absence of zoning-based parking regulations for oversized vehicles, enforcement remains largely reactive and complaint-driven, rather than anticipatory or risk-based. This patchwork response undermines the City’s ability to address overlapping concerns of public health, infrastructure degradation, and environmental compliance.

To effectively manage the externalities of long-term vehicular habitation in the public right-of-way, Berkeley requires a modernized vehicle enforcement protocol that:

- Recognizes the public right-of-way as a valid enforcement domain;
- Enables timely abatement based on environmental and safety risk;
- Complements stormwater protections under Chapter 17.20;

- And supports integrated policy responses that balance environmental justice, housing services, and infrastructure stewardship.

### **Encampment Impacts and the City’s Resolution Framework**

Berkeley continues to experience substantial overnight and long-term RV parking in mixed-use and residential districts, often adjacent to critical public infrastructure and ecological resources. While many individuals and families turn to RVs as a shelter in response to housing insecurity and market pressures, the vehicles' unregulated and prolonged presence in sensitive areas has triggered significant concern from residents, public health professionals, emergency responders, environmental advocates, and local business communities. Key impacts identified include environmental degradation from illegal waste disposal, obstruction of fire and emergency access routes, impeded access to schools, parks, and recreational areas, and unpermitted habitation adjacent to vulnerable ecological zones such as creeks, wetlands, and the shoreline.

#### [Resolution No. 71,513-N.S.](#)

- 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
- 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

### **Economic Profile of West Berkeley’s Industrial and Commercial Sectors**

The West Berkeley Plan Area remains one of Berkeley’s most economically productive districts, home to a unique concentration of industrial, maker, commercial, and innovation-oriented uses.

This area has long served as a critical node for middle-wage employment, regional goods movement, and tax revenue generation—functions increasingly rare in the urban core of high-cost cities.

Recent trends in business activity and real estate markets reaffirm the strategic value of the West Berkeley economic ecosystem. According to the City of Berkeley’s FY 2023–24 Adopted Budget, the manufacturing and commercial sectors in West Berkeley contributed over \$6.2 million in business license tax revenues and more than \$9 million in direct and indirect sales tax. These figures represent a substantial share of the city’s general fund revenue, underscoring the fiscal importance of maintaining a viable industrial and commercial base. Furthermore, the area’s industrial real estate continues to exhibit high occupancy rates and steady demand across key sectors—including advanced manufacturing, logistics, and food production—despite volatility in the broader regional office market.

Zoning designations such as Mixed Use Light Industrial (MULI), Mixed Manufacturing (MM), Mixed Use Residential (MUR), and Commercial West Berkeley (C-W) support a dense and productive co-location of diverse economic activities. This regulatory framework has enabled a synergistic environment in which clean-tech firms, construction suppliers, artisan manufacturers, and logistics operators coexist with limited conflict. Comparative analysis of analogous industrial zones in nearby East Bay cities—including Emeryville, Richmond, and Fremont—reveals that Berkeley’s West Berkeley Plan Area remains one of the few urbanized industrial nodes that still integrates light manufacturing with residential proximity and multimodal infrastructure. However, these advantages are increasingly jeopardized by inconsistent public space management and emerging logistical barriers.

One of the most pressing threats to the vitality of West Berkeley’s economy stems from the proliferation of unmanaged, long-term RV encampments in the public right-of-way. These encampments compromise the area’s foundational infrastructure by obstructing freight access, diminishing the safety and cleanliness of commercial corridors, and deterring both workforce retention and customer access. Public health and environmental hazards—including uncontained waste, vector risks, and fire incidents—further compound the operational challenges facing businesses.

If unaddressed, these conditions are likely to catalyze disinvestment, commercial tenant attrition, and the relocation of growth industries to nearby municipalities with more stable and predictable industrial environments. As the East Bay’s life sciences and clean manufacturing sectors expand—with cities such as Richmond and Alameda actively courting firms through infrastructure investment and incentive alignment—Berkeley risks losing its competitive foothold in precisely those industries that align with its equity, sustainability, and climate goals.

From a policy perspective, the economic imperative is clear: to maintain and grow its commercial tax base, the City of Berkeley must ensure that industrial corridors remain

accessible, safe, and operationally viable. Addressing hazards in the public right-of-way is not merely a quality-of-life issue—it is a core requirement for sustaining economic development, protecting municipal revenue, and preserving employment opportunities for a diverse resident workforce.

### **Risks and Threats to Economic Activity in West Berkeley: Structural Impacts of Long-Term RV Encampments**

The protracted presence of long-term recreational vehicle (RV) encampments within West Berkeley’s public rights-of-way introduces a complex array of structural threats to the region’s manufacturing and commercial sectors. These hazards not only impede day-to-day business operations but also undermine Berkeley’s regional economic competitiveness and fiscal sustainability.

#### **1. Logistical Disruptions and Functional Erosion of the Public Right-of-Way**

The spatial configuration of West Berkeley’s industrial zones—characterized by wide arterials, freight access corridors, and industrial loading infrastructure—was intentionally designed to support high-throughput logistical operations. Key economic sectors relying on this infrastructure include:

- **Advanced manufacturing and clean-tech enterprises** require predictable access for the movement of large-scale equipment and precision components.
- **Construction suppliers, warehousing operations, and logistics firms**, whose profitability hinges on just-in-time delivery and curbside loading efficiency;
- **Small- and medium-scale food producers and specialty manufacturers**, which are especially sensitive to last-mile delivery challenges.

#### **Observed Impacts:**

- **Encroachment on Freight and Loading Zones:** The occupation of curb space and loading areas by RVs, trailers, and associated structures has materially disrupted freight scheduling and operations, resulting in costly delays and rerouted deliveries.
- **Circulation Constraints:** Industrial vehicles face increased difficulty navigating narrowed lanes and compromised turning radii, particularly on arterials such as Ashby Avenue and Sixth Street.

- **Deterioration of Business Accessibility:** Employees, customers, and suppliers report decreased willingness to travel through or work in areas perceived as unsafe or congested.

These disruptions incrementally diminish the functional capacity of West Berkeley's industrial ecosystem, eroding a critical competitive advantage in the East Bay's economic geography.

## **2. Public Health and Environmental Degradation**

The absence of sanitation infrastructure and regulatory oversight for long-term vehicle dwellings has precipitated a range of environmental and public health risks with direct spillover effects on commercial and manufacturing uses.

- **Sanitation and Waste Management Failures:** Illicit discharge of human waste, greywater, and solid refuse into the right-of-way has been frequently reported by adjacent businesses, exacerbating public health liabilities.
- **Fire and Vector Hazards:** Improvised power supplies, open-flame cooking, and uncontained waste create significant risks of fire and disease vectors. Fire department records have documented multiple incidents originating in or proximate to encampments, with some requiring industrial business evacuation.
- **Occupational and Traffic Safety Compromises:** Narrowed rights-of-way and unpredictable foot traffic patterns introduce elevated risk for industrial vehicle operators, particularly in facilities utilizing forklifts, cranes, and heavy-duty trucks.

The cumulative effect of these environmental hazards not only jeopardizes worker health and safety but also complicates compliance with occupational safety regulations and insurance underwriting standards.

## **3. Economic Displacement and Commercial Tenant Attrition**

The prolonged visibility and unmanaged nature of encampments have materially affected market perception of the area's stability, diminishing the attractiveness of West Berkeley for new investment and business retention.

- **Tenant Flight and Lease Non-Renewals:** Property owners report increased vacancy rates and prospective tenant withdrawals linked explicitly to concerns over access, sanitation, and employee security.
- **Suppressed Capital Investment:** Several businesses have shelved capital improvements or expansion initiatives due to concerns about persistent public safety risks in the

surrounding area.

- **Depreciation of Asset Values:** The proximity of high-visibility encampments has demonstrably undermined commercial real estate valuations, with implications for both private investment returns and municipal property tax revenue.

These dynamics significantly impair the area’s ability to compete with peer cities such as Emeryville and Richmond, both of which are actively investing in the stabilization and enhancement of their industrial districts.

#### 4. Fiscal and Strategic Opportunity Costs

West Berkeley constitutes one of the few remaining zones in the city capable of supporting high-value industrial and commercial activities that are aligned with Berkeley’s climate resilience and economic equity goals. These include:

- **Green technology manufacturers** and firms in the circular economy;
- **Food innovation and production enterprises;**
- **Craft and light manufacturing businesses** that generate stable, middle-wage employment.

The inability to safeguard the operational viability of these sectors entails steep opportunity costs, including:

- **Revenue Foregone:** Decreases in business license tax, sales tax, and property tax contributions from this area weaken the city’s overall fiscal health. West Berkeley’s commercial and manufacturing businesses generated over \$6.2 million in business license tax revenue and over \$9 million in direct and indirect sales tax contributions in FY 2023–24, representing a critical component of the general fund.
- **Employment Displacement:** Declining job stability in middle-skill, non-degreed career paths undermines citywide equity objectives.
- **Loss of Economic Multipliers:** Ancillary services, suppliers, and innovation networks suffer collateral impacts, further eroding the city’s economic resilience.

#### Comparative Market Dynamics in the East Bay

West Berkeley faces intensifying competition from nearby municipalities—such as Emeryville, Richmond, and Fremont—that are actively cultivating high-value industrial uses, particularly in

the life sciences, green tech, and advanced manufacturing sectors. These cities have made targeted infrastructural investments and streamlined permitting pathways to attract firms engaged in R&D-intensive or logistics-heavy operations.

For example, Emeryville has successfully repositioned former industrial parcels for biotech and life sciences uses, offering stable utilities, enhanced public realm amenities, and predictable regulatory frameworks. Richmond’s South Shoreline Specific Plan explicitly promotes clean tech and blue economy clusters, complemented by strategic infrastructure upgrades. By contrast, Berkeley’s lack of coordinated right-of-way management in industrial corridors may increasingly function as a disincentive to new and retained investment.

### **Infrastructure, Safety, and Access as Competitive Determinants**

A central policy implication is the inextricable linkage between physical infrastructure maintenance—including the condition and accessibility of the public right-of-way—and economic competitiveness. Industrial enterprises require predictable and secure access for freight delivery, workforce commuting, and client interaction. The proliferation of long-term recreational vehicle (RV) encampments—absent sufficient regulation, enforcement, or service provision—has degraded these conditions in West Berkeley, producing significant spatial, logistical, and safety conflicts.

The resultant degradation in logistical efficiency and occupational safety exposes firms to heightened insurance costs, regulatory compliance challenges, and increased turnover risk. Moreover, perceived instability in the public realm discourages private sector capital investment, driving business migration to better-managed jurisdictions.

### **New Legislative and Regional Policy Context**

In addition to local trends, emerging state and regional policies underscore the need for Berkeley to establish a consistent, enforceable framework governing long-term vehicular habitation in sensitive urban areas.

#### **[San Francisco: Mayor Lurie’s Executive Policy on RV Parking \(2025\):](#)**

Mayor Daniel Lurie announced a new set of RV parking restrictions in May 2025 aimed at curbing long-term vehicular encampments near schools, parks, hospitals, and critical infrastructure. Under San Francisco’s policy, RVs may not remain parked for more than 72 consecutive hours in designated sensitive zones, with signage and outreach teams deployed in advance of enforcement. In coordination with the Department of Homelessness and Supportive Housing (HSH), RV residents are offered relocation to designated safe parking lots operated by community-based organizations. The program emphasizes behavioral standards, vehicle operability, and compliance with public health guidelines. The City also expanded its vehicle

triage capacity to support relocation and case management. San Francisco’s approach mirrors many of Berkeley’s current policy approaches and affirms the legal and practical viability of a layered, service-first enforcement model.

In addition to San Francisco’s policy, recent municipal laws in neighboring East Bay cities demonstrate a regional trend toward regulated RV parking and associated encampment management:

### **San Jose**

- In 2024, [San Jose adopted ordinances prohibiting RV parking and unsheltered encampments within 150 feet of K–12 schools](#), formally designating these areas as “School Clearance Zones.” The policy authorizes enforcement actions, including towing, following prior outreach and service offers by the City’s Housing Department and contracted outreach teams. This ordinance was part of a broader municipal strategy to mitigate health and safety impacts near educational institutions and aligns with San Jose’s citywide encampment management protocol
- In June 2025, the [San José City Council adopted a “vanlording” ordinance](#) prohibiting the rental or subleasing of unregistered, non-operational, or unsafe recreational vehicles to unhoused individuals. Under the ordinance, recreational vehicles used as dwellings may not be parked or inhabited on public streets or private property, regardless of lease arrangements. The law, codified as Ordinance No. 31226, will take effect in August 2025, and is designed to combat predatory rental practices and mitigate associated health and safety hazards.
- As part of its broader vehicle habitation response strategy, San José operates a \$3.3 million pilot enforcement program that establishes rotating tow-away zones and permanent no-parking areas in high-impact corridors. This program is coupled with the provision of 128 safe parking spaces, dispersed across municipal and nonprofit-managed lots.

### **Fremont**

- In late 2024, the [Fremont City Council adopted an ordinance imposing a 72-hour parking limit for all vehicles citywide](#), coupled with a categorical ban on RV parking in residential neighborhoods and within proximity to schools and places of worship. Upon reaching the 72-hour threshold, vehicles must relocate a minimum of 1,000 feet to comply with the ordinance.
- [Fremont has enacted one of the Bay Area’s most stringent anti-camping ordinances](#), which criminalizes unauthorized public camping and imposes penalties on third parties who facilitate or support encampments. While enforcement is

framed as a measure of last resort, it is preceded by documented outreach and service offers in alignment with the City’s stated policy of compassionate compliance.

## Oakland

- In November 2021, the Oakland City Council enacted [Ordinance No. E-13-011](#), ingrained in Chapter 5.72 of the Oakland Municipal Code. The ordinance authorizes the occupancy of one recreational vehicle (RV) on private undeveloped residential property, provided the property owner grants permission and the occupant obtains a Temporary RV Occupancy Permit:
  - The RV must be located in a zoning district that permits residential use and comply with residential setback requirements (e.g. typically 6 feet from structures and property lines).  
[https://mcclibraryfunctions.azurewebsites.us/api/ordinanceDownload/16308/1037956/pdf?utm\\_source=chatgpt.com](https://mcclibraryfunctions.azurewebsites.us/api/ordinanceDownload/16308/1037956/pdf?utm_source=chatgpt.com)
  - Only one RV per parcel is allowed.  
[https://mcclibraryfunctions.azurewebsites.us/api/ordinanceDownload/16308/1037956/pdf?utm\\_source=chatgpt.com](https://mcclibraryfunctions.azurewebsites.us/api/ordinanceDownload/16308/1037956/pdf?utm_source=chatgpt.com)
  - Residential safety, sanitation, and utility standards must be met: evidence of water supply and sewage disposal (e.g. a sewer hookup or regular sanitary pump service), electrical access (solar preferred), structural integrity, smoke detectors, and clean maintenance compliant with Oakland’s blight code.  
[https://mcclibraryfunctions.azurewebsites.us/api/ordinanceDownload/16308/1037956/pdf?utm\\_source=chatgpt.com](https://mcclibraryfunctions.azurewebsites.us/api/ordinanceDownload/16308/1037956/pdf?utm_source=chatgpt.com)
  - Permits are valid for up to 12 months, renewable, and not considered permanent land-use entitlements.
  - At the same time, Oakland continues structured safe parking and managed encampment programs, enforcing restrictions near schools, parks, and hospitals through its Encampment Management Team.

## San Leandro

- In San Leandro, [Municipal Code § 6-1-430](#) establishes a strict prohibition on overnight street parking of oversized motor vehicles—defined as those exceeding 20 feet in length, 7 feet in height, or 10,000 lb gross vehicle weight—within residential zoning districts from 2:00 a.m. to 6:00 a.m.. Off-street parking restrictions require oversized vehicles to be located at least 20 feet from front or street-side yards and fully clear of the public sidewalk, with no portion extending over the public way. Only one oversized vehicle is

allowed per parcel. The City may grant limited hardship exemptions (maximally 72 hours per instance), subject to annual caps, as authorized by the City Manager.

### **Policy Implications for Berkeley**

Collectively, these municipal ordinances reflect a growing regional consensus on best practices for managing vehicle habitation in the public right-of-way. Core elements include:

- **Acknowledging impacts to sensitive zones** around schools, parks, and environmentally sensitive infrastructure;
- **Implementing time-limited parking regulations** with enforceable relocation and towing provisions;
- **Prohibiting predatory rental or subletting of unsafe or non-compliant vehicles** to unhoused individuals; and
- **Pairing enforcement with structured safe parking programs and service-linked outreach.**

For Berkeley, alignment with these regionally validated frameworks would enhance legal defensibility, operational consistency, and interjurisdictional coordination. A calibrated policy that blends environmental protection, economic stewardship, and compassionate enforcement can ensure both the ethical integrity and functional viability of the City's response

### **BACKGROUND**

#### **Berkeley's Evolving Program and Service Landscape**

Berkeley's homelessness response system has undergone significant transformation over the past five years, marked by sustained investment, program diversification, and institutional coordination with county and state systems. According to the July 29, 2025 City Council Worksession report titled [\*Comprehensive Summary of Berkeley's Homeless Response\*](#), the City's homeless services network has significantly expanded its housing placement infrastructure, outreach capacity, and behavioral health partnerships.

Key highlights from the report include:

- **Housing Placements and Retention:** In FY 2024–25, the City supported permanent housing placements for over **610 individuals**, a 19% increase from the prior year. Among those placed, 85% remained housed after six months, suggesting durable support services

and appropriate housing matches.

- **Outreach and Coordinated Entry:** The Homeless Response Team (HRT) increased field engagement efforts, conducting more than **3,400 contacts** with unhoused individuals. Of these, **1,120 individuals** were assessed through the Coordinated Entry System (CES), resulting in targeted referrals to housing, medical respite, and substance use treatment programs.
- **Shelter and Non-Congregate Housing:** As of mid-2025, Berkeley maintains more than **400 shelter and interim housing beds**, including non-congregate units created through Project Homekey acquisitions (e.g., Rodeway Inn, Golden Bear Inn). These units operate at near full capacity, with most residents receiving on-site case management.
- **Behavioral Health and Substance Use Services:** The City's expanded partnership with Alameda County Behavioral Health has enabled embedded clinical staff within outreach teams and launched pilot initiatives connecting high-needs RV dwellers with substance use treatment.
- **Encampment Resolution Outcomes:** Under the City's Encampment Resolution Policy (Resolution No. 71,513-N.S.), the City facilitated the closure or stabilization of **11 encampments** between July 2024 and July 2025, with more than half of the residents offered services or shelter.

The work session report emphasized the importance of strategic enforcement that prioritizes harm reduction and housing connection. It also recommended improved data integration across City departments and greater regional coordination with Alameda County, particularly in the context of growing vehicle habitation.

Taken together, these developments signal both the capacity and institutional will to implement a more structured RV management framework that incorporates housing-first principles, targeted enforcement, and coordinated intake.

### **Unit Acquisition**

From 2021 to 2025, the City of Berkeley has executed a targeted strategy to expand non-congregate interim and permanent housing through the acquisition and conversion of motel properties. These projects are central to the City's encampment resolution and vehicle habitation response, combining state funds—principally through Project Homekey and the Encampment Resolution Fund (ERF)—with local investments from Measure P, Measure U1, and institutional partnerships such as UC Berkeley.

Collectively, these projects account for 168 units of interim and permanent housing, with all sites integrated into the Alameda County Coordinated Entry System (CES) and supported by 24/7 case management, behavioral health access, and housing navigation services.

#### Summary of Housing Acquisition Projects

| Site Name                          | Address                 | Year | Housing Type         | Units | State Funding Source             | State Amount | Local/Other Source | Local Amount |
|------------------------------------|-------------------------|------|----------------------|-------|----------------------------------|--------------|--------------------|--------------|
| Golden Bear Inn                    | 1620 San Pablo Ave      | 2021 | Permanent            | 44    | Project Homekey (Round 1)        | \$16.2M      | Measure P          | \$7.3M       |
| Rodeway Inn (Interim)              | 1001 University Ave     | 2022 | Interim              | 43    | Encampment Resolution Fund (ERF) | \$4.7M       | UC Berkeley        | \$2.2M       |
| Berkeley Inn (Beyond the Horizon)  | 1720 San Pablo Ave      | 2023 | Interim              | 29    | —                                | —            | Measure P          | \$9.3M       |
| Campus Motel                       | (Address not specified) | 2023 | Interim              | 23    | ERF                              | \$4.9M       | Measure P          | \$5.0M       |
| Rodeway Inn (Permanent Conversion) | 1001 University Ave     | 2024 | Permanent Supportive | 31    | Project Homekey (Round 3)        | \$14.1M      | Measure U1         | \$8.5M       |
| Capri Motel                        | 1512 University Ave     | 2024 | Interim              | 21    | ERF                              | \$5.4M       | Measure P          | \$5.2M       |

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#### Cumulative Impact

- **Total Units Created:** 191
- **Total State Investment:** \$45.3 million
- **Total Local/Institutional Investment:** \$37.5 million

These projects provide a spectrum of non-congregate housing interventions aligned with Berkeley's Encampment Resolution Policy (Resolution No. 71,513-N.S.) and California's housing-first mandates. Interim sites—Berkeley Inn, Rodeway (initial phase), Campus Motel, and Capri—prioritize rapid stabilization and decampment. Permanent supportive conversions—Golden Bear and the second phase of Rodeway—ensure long-term tenancy with embedded services.

Each site supports case-managed reentry into housing, employment, and health systems, contributing directly to the City's reduction in unsheltered homelessness and its broader coordinated strategy for public space management.

Concurrently, the City's Homeless Response Team (HRT) has expanded operational capacity. The team now conducts field-based assessments that directly interface with the Alameda County Coordinated Entry System (CES), enabling real-time placement into housing and services. In the preceding year, over 600 unsheltered individuals were engaged, with 34% successfully transitioning into shelter or permanent housing. Integrating behavioral health expertise, outreach navigation, and coordinated housing referrals has enhanced the city's capability to stabilize encampments and mitigate street-level homelessness.

However, the city remains a party to active litigation brought by advocacy organizations representing unhoused individuals and local property owners. These legal challenges invoke constitutional claims—including those under the Eighth and Fourteenth Amendments—as well as demands for more rigorous municipal enforcement of nuisance and safety codes. These parallel proceedings exemplify the broader legal and ethical tensions confronting municipalities throughout California as they attempt to enforce public space regulations in a manner that withstands judicial scrutiny.

The City of Berkeley dedicates over \$40 million annually to homelessness programs. Funding sources include voter-approved tax measures (P and U1), federal and state housing programs, and targeted local initiatives. These resources support emergency shelter operations, transitional housing, outreach and case management services, behavioral health initiatives, and permanent supportive housing. According to 2023 performance data, the city's homelessness response network achieved a 27% rate of permanent housing placements, with service users

predominantly identifying as chronically homeless, over 45 years old, and disproportionately from Black and Latino populations. These demographic insights underscore the intersectional challenges of race, aging, and health status in local homelessness policy.

## Legal and Policy Context

The legal landscape for municipal encampment enforcement has shifted significantly following the U.S. Supreme Court’s decision in *City of Grants Pass v. Johnson* (2025). In a 6–3 ruling, the Court held that enforcement of local anti-camping ordinances—even in the absence of adequate shelter capacity—does not, in itself, violate the Eighth Amendment’s prohibition on cruel and unusual punishment. This decision effectively overturned precedent set by the Ninth Circuit in *Martin v. Boise* (2018) and grants municipalities broader authority to regulate the use of public space, including encampment abatement and vehicle habitation enforcement.

While *Grants Pass* clarified the constitutional permissibility of enforcement as it relates to the Eighth Amendment, it did not mandate any particular approach, nor did it exempt cities from potential liability under other legal doctrines, such as due process, equal protection, or state-level protections. As a result, California jurisdictions continue to navigate a complex policy environment—balancing enforcement discretion with service provision, environmental mandates, and public health responsibilities.

In this evolving context, municipalities have adopted a range of responses:

- **Fremont** operates a Vehicle Encampment Relocation Program alongside two designated safe parking sites. These are supported by coordinated entry pathways, sanitation services, case management, and structured compliance protocols.
- **San José** maintains a dedicated Encampment Management Team within its Housing Department. The team implements structured closure protocols, manages a real-time online dashboard of encampment conditions, and prioritizes enforcement near sensitive public infrastructure and waterways. The city also partners with Caltrans and VTA to manage encampments along state rights-of-way.
- **Oakland** enforces a “High Sensitivity Areas” framework, which restricts encampments near schools, parks, and hospitals. Its Encampment Management Team conducts proactive outreach, facilitates voluntary relocation, and oversees sanitation and waste removal efforts.

These models demonstrate varying degrees of integration between enforcement and housing-first principles, and provide important reference points as Berkeley calibrates its own approach in light of the *Grants Pass* decision.

### **Comparative Regional Models**

Across the Bay Area, counties including Alameda, Contra Costa, and Santa Clara administer safe RV parking programs supported by a blend of state grant funding, local tax revenue, and philanthropic investment. These programs generally offer sanitation facilities, on-site security, case management, and clearly defined time limits. Intake prioritizes high-vulnerability populations—such as seniors, families, and individuals with chronic medical or behavioral health conditions—and typically operates within the Coordinated Entry System (CES) to ensure equitable distribution of housing resources.

A number of cities within these counties have adopted structured regulatory and service-based frameworks to address the complex challenges of RV habitation in the public right-of-way. These municipal models offer instructive precedents for Berkeley’s ongoing policy development:

- **Alameda County** operates a centralized Safe Parking Program located on the Fairmont Campus in San Leandro, designed to support community members experiencing homelessness who live in their vehicles. This program offers 24-hour access to designated parking areas both overnight and during the day, providing a safer alternative to roadway parking, especially in sensitive ecological and residential areas.

Participants are connected to critical services, including housing navigation, outreach engagement, and community re-integration support, through county-run channels like the Coordinated Entry System. Registration is required, and individuals can begin the process by calling the county’s dedicated line or visiting the program website. Key features include:

- **Location & Accessibility:** 24-hour program located at the Fairmont Campus in San Leandro.
- **Support Services:** Participants are linked to case management, housing referrals, coordinated entry, and other supportive services via county intake staff.
- **Registration Process:** Enrollees begin through telephone or online contact; intake protocols prioritize individualized support and fair access.
- **Santa Rosa** administers a [Safe Parking Program](#) that accommodates up to 50 RVs, operated in partnership with Catholic Charities. Services include intake assessment, case management, restrooms, handwashing stations, and waste disposal. Eligibility criteria

require vehicle registration and the absence of outstanding warrants. Participants must sign a code of conduct. The program operates at an estimated annual cost of \$1.2 million, funded through a combination of General Fund, Homeless Housing, Assistance and Prevention (HHAP), and Emergency Solutions Grant (ESG) funds. Parking enforcement is guided by a graduated response protocol that emphasizes outreach and voluntary compliance before issuing citations.

- **Mountain View** employs a dual approach combining a [Safe Parking](#) with active enforcement of oversized vehicle restrictions. The City provides approximately 80 parking spaces distributed across city-owned and nonprofit-operated lots, with contracted services delivered by MOVE MV, a local outreach provider. Services include sanitation, intake assessment, and case management. Program costs approach \$1.5 million annually. Enforcement efforts include a ban on oversized vehicle parking across 447 designated corridors, accompanied by signage and the authority to issue civil citations. To mitigate legal exposure, the City ensures the availability of alternative parking options and support services.
- **San Leandro** operates a permit-based Safe Parking Program supporting roughly 20 RVs, located on a city-owned lot adjacent to the Public Works Department. The program offers sanitation, electrical hookups, and regular outreach and is coordinated through a local nonprofit partner. Annual costs are approximately \$600,000. The City supplements its program with targeted parking restrictions near schools and in industrial zones, enforced by traffic officers in coordination with outreach teams.
- **Fremont** integrates its safe parking services within its Human Services Department and the Fremont Family Resource Center. The program provides rotating safe parking across municipal and faith-based lots, with intake conducted by Abode Services. Participants receive wraparound services, including mental health care and housing navigation. The City allocates approximately \$900,000 per year, drawing on Measure A1, HHAP, and other local funds. Fremont follows a "Compassionate Enforcement" model, prioritizing voluntary compliance and relocation assistance before issuing citations.
- **Oakland** manages RV habitation through a combination of managed encampment sites, a sanctioned "LakePoint" RV community pilot, and operations led by the [Encampment Management Team \(EMT\)](#). Services include sanitation, waste removal, enforcement, and service referrals. Oakland's enforcement practices have faced litigation and public scrutiny, prompting the development of more structured and transparent alternatives. The City spends more than \$4 million annually on RV site management, funded by the Encampment Resolution Fund, general fund revenues, and Measure Q. Abatement in environmentally sensitive areas is conducted only after multiple outreach attempts, in accordance with city policy.

These regional models underscore the importance of integrating enforceable parking regulation with safe parking infrastructure and service coordination, offering actionable frameworks for Berkeley’s evolving approach to vehicle habitation and public space management.

### **RATIONALE**

This recommendation advances multiple priorities articulated in the City of Berkeley Strategic Plan, directly supporting the City’s commitments to:

- Environmental stewardship and climate resilience can be achieved by curbing illicit discharges into the stormwater system, preserving riparian and shoreline ecosystems, and mitigating public health risks associated with unregulated vehicular habitation.
- Housing equity and service delivery, by strengthening the City’s homelessness response infrastructure and expanding pathways to transitional and supportive housing;
- Transparent and timely public service, through improved interdepartmental coordination, legal clarity, and access to clean, navigable public rights-of-way;
- Sustainable local economic development, by safeguarding West Berkeley’s industrial corridors from logistical, environmental, and reputational degradation.

By concentrating enforcement efforts in geographically sensitive areas—such as near schools, parks, water bodies, and industrial freight corridors—the City can uphold public safety, ecological integrity, and economic functionality without defaulting to punitive or indiscriminate strategies. The proposed framework supports a targeted, service-oriented approach, ensuring that interventions remain both operationally feasible and legally defensible, particularly in light of the Supreme Court’s *Grants Pass* ruling.

Failure to act risks accelerating the deterioration of public infrastructure, undermining regulatory compliance under the Clean Water Act and NPDES, and weakening public trust in municipal capacity. The prolonged presence of unmanaged RV encampments has already contributed to increased emergency response costs, impeded business operations, and eroded the habitability of adjacent residential neighborhoods.

At the same time, the proposal affirms Berkeley’s commitment to upholding the dignity and rights of unhoused residents by embedding enforcement within a broader ecosystem of safe parking, outreach, and housing-first strategies. It avoids criminalization in favor of trauma-informed engagement, offering pathways toward stabilization while preserving equitable access to the public realm for all.

Ultimately, this recommendation reflects a necessary recalibration of policy—one that balances compassion with accountability, and equity with functionality. Without coordinated intervention, Berkeley risks disinvestment, declining tax revenues, and the loss of precisely those industrial and innovation sectors that align with its long-term climate and equity goals.

### **FINANCIAL IMPLICATIONS**

The proposed recommendation does not authorize immediate implementation of parking restrictions or new programmatic enforcement, and thus carries no direct fiscal impact at this time. However, referring this item to the City Manager and City Attorney for a legal analysis and regional policy study will require moderate staff time across multiple departments, including the City Attorney's Office, Public Works, Transportation, and the City Manager's Office.

Preliminary analysis and interdepartmental coordination may be accommodated within existing operational budgets. However, should the Council act on future recommendations resulting from this study—such as enacting targeted RV parking restrictions, launching a permit program, or developing local safe parking infrastructure—substantial future allocations may be required.

These may include:

- Enforcement and signage (Public Works & Parking Enforcement);
- Civilian outreach staffing and case management;
- Safe parking facility acquisition or operations;
- Legal and administrative costs for permit or appeal frameworks.

Any future budgetary proposals would return to Council for consideration as part of subsequent action items or during the FY 2026–27 biennial or mid-cycle budget processes. Potential funding sources for implementation could include:

- **Measure P** (homeless services and outreach),
- **Measure U1** (affordable and transitional housing),
- **Alameda County Measure W** (homeless response infrastructure),
- **State grant programs**, such as HHAP and the Encampment Resolution Fund (ERF).

### **ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS**

Adopting the proposed ordinance is projected to reduce the incidence of ecological degradation stemming from unregulated RV habitation. Specifically, it is expected to curtail pollutants entering stormwater systems and enhance the environmental resilience of the Berkeley watershed and adjacent shoreline ecosystems.

### **ALTERNATIVES CONSIDERED:**

- Maintaining the current regulatory and service framework,
- Implementing a citywide RV parking ban without locational differentiation,
- Establishing municipally operated safe parking zones exclusively within Berkeley,
- Augmenting law enforcement activity in the absence of additional safe parking infrastructure.
- Adopting a resolution clarifying that City Manager discretion and authority under City Council Resolution No. 71,155-N.S., "Extension of Declaration of Homeless Shelter Crisis," extends to the procurement of contracts pursuant to BMC 12.98.040(A) for vehicles formerly used as shelter by people experiencing homelessness who have moved indoors or who have otherwise discontinued using the vehicle as shelter.

### **CONTACT PERSON**

Councilmember Terry Taplin District 2 Email: [ttaplin@berkeleyca.gov](mailto:ttaplin@berkeleyca.gov) Phone: (510) 981-7120

### **ATTACHMENTS**

1. BMC Chapter 12.98 Revisions
2. BMC Chapter 7.18 Revisions

**ATTACHMENT 1**

**BERKELEY MUNICIPAL CODE AMENDMENT**

ORDINANCE NO. -N.S.

AMENDMENTS TO CHAPTER 12.98.010 TO ALLOW CITY MANAGER APPROVAL  
OF CONTRACTS FOR NUISANCE ABATEMENT PURSUANT TO BMC 12.98

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That section 12.98.010 be amended to read as follows:

As used in this chapter.

A. "Vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a roadway, except a device moved by human power or used exclusively upon stationary rails or tracks. Vehicle includes "part(s) thereof."

B. "Abandoned vehicle" means any vehicle which has been left unoccupied and stationary on public or private property for more than seventy-two hours, -in such neglected fashion as to suggest its relinquishment on property that is neither open to the public for parking nor part of the public right of way, and without the consent of the person or entity that lawfully owns, controls or occupies that property.

C. "Inoperative vehicle" means any vehicle in such condition, as a result of mechanical and/or structural defects, however caused, that it cannot be driven under its own power.

D. "Dismantled vehicle" means a vehicle that has had, intentionally or unintentionally, one or more critical parts removed for sixty days or more. A critical part is any part that is needed to safely operate the vehicle, including but not limited to a wheel or tire, windshield, door, side quarter panel, trunk, hood, roof, steering wheel or transmission. A vehicle can be "dismantled" whether or not it is in a operative condition.

E. "Property owner" means the owner of the nonpublic land on which the vehicle is located, as shown on the last equalized assessment roll.

F. "Vehicle owner" means the last registered and legal owners of record, as shown by Department of Motor Vehicles records.

Section 2. That section 12.98.040(F) be amended to read as follows:

F. Removal of the vehicle. ~~Fifteen days a~~At any time after the ten day notice to abate or remove expires without a request for a hearing, or, if a hearing is requested and an order for the removal of a vehicle as a public nuisance is made pursuant to a hearing, after a period of time deemed reasonable by the administrative hearing officer, ~~thirty days after an order for the removal of a vehicle as a public nuisance is made pursuant to a hearing, if one is requested,~~ the vehicle shall be disposed of by removal to a scrap yard or automobile dismantler's yard. If the property owner or any lawful occupant of the property objects to the City's authorized

Internal

agent entering upon the property to remove the vehicle, the hearing officer or their agent shall obtain a warrant from the municipal court to authorize entry onto the property for the purpose of removing the vehicle.

Following removal, no vehicle that is dismantled or inoperative shall thereafter be resold, reconstructed, or made operable, unless it is a vehicle which qualifies for either horseless carriage license plates or historical vehicle license plates, pursuant to California Vehicle Code Section 5004.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

**ATTACHMENT 2**

**BERKELEY MUNICIPAL CODE AMENDMENT**

ORDINANCE NO. -N.S.  
AMENDMENTS TO CHAPTER 7.18.010 TO ALLOW CITY MANAGER APPROVAL OF  
CONTRACTS FOR NUISANCE ABATEMENT PURSUANT TO BMC 12.98

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That section 7.18.010 be amended to read as follows:

A. Except as otherwise provided in this Title, expenditures pursuant to Article XI, Sections 67 and 67.5 of the Charter of the City of Berkeley, which exceed the amount of \$50,000 shall require Council approval.

B. Expenditures for specific improvements (public projects), including play area improvements and equipment in public parks which exceed the amount of \$200,000 shall require Council approval pursuant to Article XI, Section 67 of the Charter of the City of Berkeley.

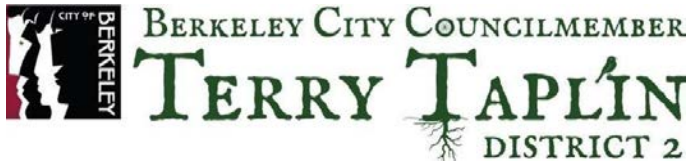
C. Expenditures for Community Development Block Grant funded Community Facility Improvement Projects which exceed the amount of \$200,000 shall require Council approval pursuant to Article XI, Section 67 of the Charter of the City of Berkeley.

D. Expenditures for the purchase of supplies, equipment, and materials which exceed the amount of \$100,000 shall require Council approval.

E. Expenditures for the acquisition and renovation of small multifamily rental properties through the Small Sites Program shall not require Council approval, but shall be approved by the City Manager. Expenditures will comply with the Small Sites Program guidelines, adopted by Resolution.

**F. Expenditures up to \$250,000 for the abatement of abandoned, dismantled, or inoperative vehicles pursuant to BMC 12.98.040 shall not require Council approval, but shall be approved by the City Manager.**

Section 2. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

ACTION CALENDAR

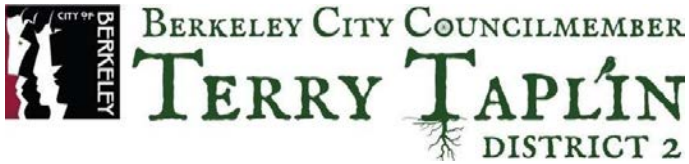
July 7, 2026

**To:** Honorable Mayor and Members of the City Council**From:** Councilmember Terry Taplin, District 2**Subject:** Waterfront Specific Plan Environmental Review Authorization and Near-Term Priority Adjustments**RECOMMENDATION**

1. Authorize the City Manager to initiate environmental review of the [Waterfront Specific Plan](#) pursuant to the California Environmental Quality Act (CEQA) and to prepare a Program Environmental Impact Report (EIR), using Scenario 1 (Highest Buildout, approximately 1,215,000 gross square feet) as the maximum development alternative for purposes of the EIR's environmental analysis and Project Description. As staff noted in the [November 18, 2024 Worksession Report](#), analyzing Scenario 1 for CEQA purposes preserves the Council's full flexibility to scale the final plan to Scenario 2 or Scenario 3 at adoption, while ensuring no additional cost or delay would be incurred if the Council later wishes to pursue higher-density development.
2. Defer and hold in abeyance the November 18, 2024 Council direction to prepare a standalone nature-and-recreation-based conceptual plan for César E. Chávez Park, consistent with the ongoing administrative hold on that work pending resolution of [environmental compliance obligations at the former landfill](#) (City Manager Off-Agenda Memorandum, June 5, 2025). Incorporate the park's long-term improvement priorities into the Waterfront Park (WP) zone provisions of the Waterfront Specific Plan as part of the EIR scoping process.
3. Refer \$310,000 to the November 2026 AOO1 process to conduct the EIR.
4. Request that the City Manager return to Council with a certified EIR, a Final Waterfront Specific Plan, and companion Berkeley Municipal Code and General Plan amendments for adoption.

**BACKGROUND*****About the Waterfront and the Specific Plan***

The Berkeley Waterfront encompasses approximately 100 acres of public tidelands west of Eastshore State Park. It contains the 1,000-berth Berkeley Marina, the DoubleTree by Hilton Hotel, four restaurants, a boatyard, the Adventure Playground, Shorebird Nature Center, and César E. Chávez Park. As entirely public land governed by the California Public Trust doctrine, all uses must be consistent with public trust purposes and are subject to oversight by the Bay Conservation and Development Commission (BCDC), the State Lands Commission, and the U.S. Army Corps of Engineers (USACE).



The Waterfront is currently zoned “Unclassified” in the Berkeley Municipal Code, requiring a lengthy, project-by-project discretionary approval process for any new use.

In 2019, the City Council allocated \$1.101 million to develop a long-term Waterfront Specific Plan providing a vision for the next 25 to 50 years. Work commenced in 2020 with studies on existing conditions and economic demand, followed by six community workshops (430+ participants), 28 focus groups (285 participants), three questionnaires (1,821 responses), two Council work sessions (February 2021, March 2023), and two Off-Agenda Reports (June 2022, January 2024). The draft WSP was published September 8, 2023, and most recently updated November 8, 2024.

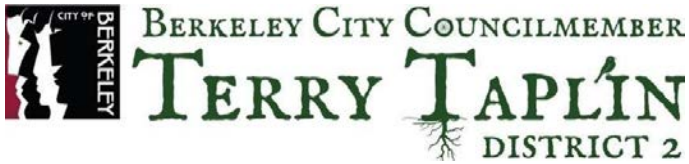
On November 18, 2024, the City Council gave direction to: (1) complete the parking and transportation demand management study; (2) prepare a nature-and-recreation-based conceptual plan for César Chávez Park; (3) proceed with the EIR with the highest development scenario; and (4) return to Council with the revised Specific Plan and certification of the EIR. See [November 18, 2024, Worksession Report](#). This referral advances items 1 and 3, and formalizes the ongoing hold on item 2.

### ***The Fiscal Emergency***

The WSP was authorized in direct response to a worsening fiscal crisis. The Marina Fund carries a structural operating deficit that has required annual General Fund transfers for several years. As of February 2026, the total unfunded Waterfront capital and major maintenance backlog stands at \$168,984,000, including \$163,344,000 in existing infrastructure needs, a figure that has grown substantially from the \$94 million (non-Pier) estimate cited in the November 2024 Worksession Report, reflecting updated cost estimates and newly identified needs ([PRW Unfunded Capital & Major Maintenance Needs \(February 2026\)](#)), presented to the Environment & Climate Commission, February 25, 2026).

The following summarizes the current status of each capital project referenced in the November 2024 Worksession Report:

- [South Cove Sailing Basin Dredging](#): design phase funded and underway (General Fund). Full construction project remains unfunded: \$15,230,000. The design study will determine final dredge volumes, costs, and permitting strategy in coordination with the Dredged Material Management Office (DMMO).
- [South Cove Seawall Replacement](#): design phase funded and underway (General Fund). Construction remains unfunded: \$5,780,000 per the [March 2025 PRW CIP Update](#).
- J, L, M Dock Replacements: entirely unfunded. Per the [February 2026 PRW Unfunded Capital Report](#): J-Dock full replacement, \$11,500,000; L-Dock major maintenance (floats, decking, waler), \$1,690,000; M-Dock major maintenance, \$1,630,000. Combined unfunded need: \$14,820,000. (For context: D&E Dock Replacement, which was under construction using \$10M in grants and capital funds, is anticipated to be complete early 2026.)
- [F&G Dock Re-Decking](#): completed March 2026. Weathered original wooden decking on F and G docks (constructed late 1990s) was replaced with composite decking. With D&E replacement also complete, F and G were the last remaining docks with original wooden decking.



- Parking Lot Reconstruction (FGHI area and others): entirely unfunded. Per the [February 2026 PRW Unfunded Capital Report](#): F&G Lot Reconstruction, \$1,000,000; L&M Lot Reconstruction, \$1,390,000; O Lot Reconstruction, \$1,070,000; 199 Seawall Parking Lot, \$8,600,000; Marina Blvd On-Street Parking (South of Virginia Street Extension), \$2,210,000; Launch Ramp Lots Reconstruction and Amenity Improvements, \$2,490,000. Total parking lots unfunded: \$17,290,000.
- Seawall Drive Reconstruction: entirely unfunded. Per the [February 2026 PRW Unfunded Capital Report](#): Seawall Drive Reconstruction (North of University Avenue, including Bay Trail), \$4,500,000; Seawall Drive Improvements (South of University Avenue, including Bay Trail), \$3,200,000; University Avenue between Marina Blvd and Seawall Drive, \$8,000,000. Total streets unfunded: \$15,700,000.
- Bay Trail Improvements: partially funded, partially unfunded. In September 2025, the City Council re-allocated \$1.7M in unspent State Coastal Conservancy grant funds to the [Bay Trail Segment at Shorebird Park](#) (design phase) and recreation improvements at the Gateway Pier and J&K Parking Lot. The broader Bay Trail network remains largely unfunded: Bay Trail Improvements (Adventure Playground to 199 Seawall), \$1,890,000; Marina Blvd Resilient Shoreline & Public Access Improvements (Trail from César Chávez Park to Roundabout), \$4,200,000 per the [February 2026 PRW Unfunded Capital Report](#).
- [César Chávez Park Pathway Improvements](#) — Design complete, construction paused. The Perimeter Pathway Project was paused at the design phase in Spring 2025 due to former landfill compliance requirements. The \$1.7M in previously allocated SCC grant funds was re-allocated to the Bay Trail and Gateway Pier improvements in September 2025. Per the [February 2026 PRW Unfunded Capital Report](#): Phase 1 (Perimeter Pathways Improvements and Amenities), \$4,250,000; Phase 2 (Interior Pathways Improvements and Amenities), \$3,200,000. Both phases remain entirely unfunded.

Two recent developments have provided partial operating relief. First, the 2024 voter-approved Parks Tax increase shifted more than \$1.5 million in costs for Waterfront parks and landscaped areas off the Marina Fund. Second, the City Council adopted targeted [Marina fee increases in January 2026](#), generating an estimated additional \$247,500 per year. See also the [Marina Fund Update presented to the Budget & Finance Policy Committee, October 28, 2025](#).

These measures are meaningful steps, but they are not structural solutions. The Marina Fund's single largest revenue source is the DoubleTree Hotel, and its weak recovery in the post-COVID regional hotel market continues to create significant budget uncertainty. Berth fees represent 46% of all Marina Fund revenue, leaving the fund highly concentrated in a single category. As staff noted in the January 2026 fee increase report, the measures adopted thus far are "one part of the City's strategy" with the WSP's commercial development framework as the long-term structural instrument for achieving Marina Fund self-sufficiency.

### *Development Scenarios*

The [November 2024 Worksession Report](#) presented three development scenarios for Council consideration:



**Scenario 1:** Highest Buildout: 1,215,000 GSF total, adding approximately 835,000 GSF of new development, including two new hotels (+535K GSF), four to five food-and-beverage establishments (+100K GSF), and additional marine, recreation, and community uses (+200K GSF).

**Scenario 2:** Moderate Buildout: 985,000 GSF total, adding approximately 605,000 GSF of new development, including two new hotels (+415K GSF), four to five food-and-beverage establishments (+75K GSF), and additional uses (+115K GSF). Projected to generate approximately \$3.5M/year in additional revenue.

**Scenario 3:** Low Buildout: 760,000 GSF total, adding approximately 380,000 GSF of new development, including one hotel (+220K GSF), three to four restaurants (+60K GSF), and additional uses (+100K GSF). Projected to generate approximately \$2.2M/year in additional revenue.

Staff recommended Scenario 2 for the Plan description, while noting that Scenario 1 should be studied under CEQA because there is no additional cost to studying the maximum scenario first, but there would be cost and delay if a lower scenario were studied and the Council later wished to pursue higher-density development. Council directed staff on November 18, 2024, to proceed with the EIR using the highest development scenario (Scenario 1), which this referral reaffirms.

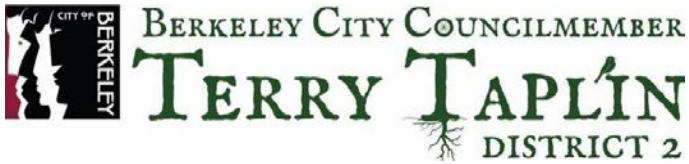
***Completed: Waterfront Parking and Transportation Demand Management Study***

Pursuant to item 1 of the November 18, 2024 Council direction, Kittelson & Associates, Inc. has completed the [Water Transportation Pier-Ferry Project Parking and Transportation Demand Management Plan](#) (Final Draft, March 7, 2025) and [Revised Draft Addendum](#) (May 7, 2025). The Addendum incorporated additional Waterfront Monitor data collected April–August 2024 and responded to public comments raised at the Parks, Recreation and Waterfront Commission meeting of March 12, 2025. This work follows and builds upon the earlier [Parking & Mobility Framework](#) prepared by Nelson\Nygaard in January 2022 as part of the then-named Berkeley Marina Area Specific Plan process.

The study was conducted in two phases. The first phase established existing conditions through hourly parking counts collected by Quality Counts on five days in 2024 (April 6, April 11, August 1, August 22, and August 24), supplemented by a Waterfront Monitors dataset collected over 554 days from May 2021 through February 2024. The second phase developed a suite of TDM and parking management strategies to respond to increased demand from the Pier Ferry project and WSP commercial development, using Scenario 1 as the planning horizon.

Key findings of the completed study include:

- Total public parking capacity: 1,541 spaces across 13 lots. On weekdays, peak demand occurs at 2 PM with approximately 560 spaces occupied (36% utilization). On weekends, peak occurs at 2 PM with approximately 717 spaces occupied (47% utilization).
- Even on the single busiest Saturday in the dataset (April 1, 2023), overall Waterfront public parking was 75% occupied with 306 spaces remaining. Certain lots reached higher utilization, but system-wide capacity was not exhausted.



- For Pier Ferry operations, the study designates the Seawall Drive Lot (250 dedicated spaces) as the primary ferry rider lot, with Marina Blvd and Skates/N Lot as overflow. At weekday peak, 83 spaces remain available at Marina Blvd and 74 at Skates/N Lot. On weekends, 59 spaces remain at Marina Blvd and 73 at Skates/N Lot: sufficient to accommodate overflow without impacting recreational users.
- Without TDM measures, weekday ferry rider parking demand is projected at 421 spaces. With TDM strategies in place, demand drops by 65 spaces to 356, well within the available capacity of the designated lots.
- TDM strategies recommended in the study build on the 2022 Nelson\Nygaard framework: demand-based paid parking implemented waterfront-wide, a Parking Benefit District to manage and reinvest revenue, valet parking on high-demand days, improved bicycle and pedestrian access via University Avenue, expanded transit, and Waterfront-wide wayfinding with dynamic signage. *Nottate bene:* the aforementioned TDM strategy recommendations are present in the Nelson/Nygaard framework however, this council item makes no recommendations regarding TDM measures.

The completed study satisfies the November 2024 Council directive and provides the transportation demand management analysis for the Final WSP (Section 2.5.3). The City already charges \$1/hour and \$6/day for Waterfront parking, establishing an operational precedent for the demand-based pricing strategies the study recommends.

#### ***César E. Chávez Park: Administrative Hold***

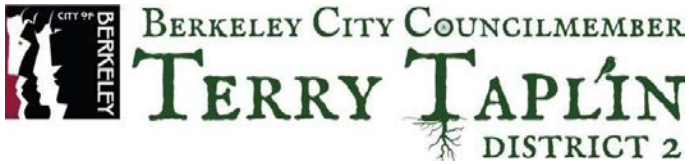
The City Manager's [June 5, 2025 Off-Agenda Memorandum](#) reported that the standalone conceptual plan for César Chávez Park is on hold pending resolution of ongoing environmental compliance obligations at the former landfill underlying the park. In 2025, the San Francisco Bay Regional Water Quality Control Board issued a regulatory compliance letter requiring the City to initiate a comprehensive work plan of environmental testing and reporting; for any excavation work of one foot or deeper below the surface, worker safety protocols and equipment requirements have raised project costs beyond existing funding. For further context, see the [César Chávez Park Closed Landfill Improvement Project page](#). This referral formalizes the administrative hold and incorporates park improvement priorities into the WP zone provisions of the Waterfront Specific Plan through the EIR scoping process.

#### **REVIEW OF EXISTING PLANS, PROGRAMS, POLICIES AND LAWS**

**Berkeley General Plan (Open Space and Recreation Element):** Supports preservation of public access and recreational uses while ensuring fiscal responsibility for public infrastructure.

**Marina Enterprise Fund:** City financial policy requires the Marina Fund to operate on a cost-recovery basis. The [January 2026 fee increases](#) (+\$247,500/year) and the Parks Tax cost-shift (\$1.5M+) are stabilizing measures; the WSP is the long-term structural solution.

**Vision 2050 (Climate Action Plan):** Revenue generated under the WSP funds sea-level rise adaptation, habitat restoration, and green infrastructure investment across the 100-acre plan area.



**Public Trust Doctrine / California Tidelands Law:** All uses must be consistent with public trust purposes. The WSP Allowable Land Use matrix was developed in consultation with BCDC and State Lands Commission staff.

**California Environmental Quality Act (CEQA):** The WSP will be subject to a Program EIR per CEQA Guidelines Section 15168. Studying Scenario 1 provides a legally defensible maximum-impact ceiling for environmental analysis while preserving the full range of plan-adoption options.

**Berkeley Municipal Code / Zoning Ordinance:** Adoption of the WSP and companion zoning amendments will replace the “Unclassified” designation with a Waterfront District, streamlining revenue-generating project approvals.

### **ACTIONS / ALTERNATIVES CONSIDERED**

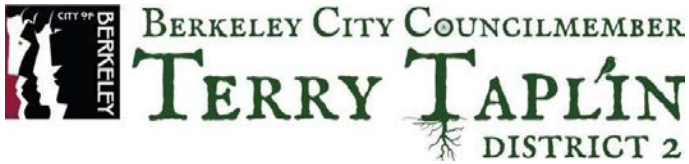
1. Maintain all November 2024 direction without modification: Rejected in part. The parking study is complete; its directive has been fulfilled. The César Chávez Park standalone plan is already on administrative hold due to former landfill compliance; formalizing this hold removes resource ambiguity. EIR authorization and Scenario 1 direction are reaffirmed.
2. Substitute Scenario 2 as the EIR study basis: Rejected. Staff explicitly noted in November 2024 that studying Scenario 1 first costs nothing extra and preserves the City Council’s options. Studying a lower scenario and later revising upward would incur additional cost and delay.
3. Discontinue the Waterfront Specific Plan: Rejected. The Marina Fund’s structural deficit demands a revenue solution, and the WSP is five years and \$1.1 million in the making. Abandonment would leave the Waterfront in “Unclassified” zoning indefinitely.
4. Pause for additional community engagement on César Chávez Park: Rejected. Extensive community engagement has already occurred over four years. Park priorities will be carried through the EIR scoping process at no additional delay or cost.

### **RATIONALE**

#### ***Why Scenario 1 for the EIR***

The November 18, 2024 Council direction was clear: proceed with the EIR using the highest development scenario. That direction was correct, and this referral reaffirms it. As staff stated in the [November 2024 Worksession Report](#), if the maximum scenario is analyzed and found to have manageable impacts, Council retains full authority to scale the final plan to Scenario 2 or Scenario 3 at the time of adoption. The reverse is not true: if a lower scenario were studied and the Council later wished to pursue higher density, a supplemental environmental review would be required, adding cost and delay. Studying Scenario 1 now is not a commitment to Scenario 1. It is the fiscally responsible and legally sound way to keep options open.

The [February 2026 unfunded capital report](#) confirms that the capital backlog is not shrinking, but has grown. The total unfunded Waterfront infrastructure need now stands at \$168,984,000, including \$15.7M in unfunded streets (Seawall Drive alone), \$17.3M in unfunded parking lots, \$14.8M in



unfunded dock work (J, L, M), and \$21M in South Cove dredging and seawall work. The F&G re-decking was recently completed, and the D&E dock replacement is nearing completion, but these were funded through grants and one-time capital appropriations that are not recurring. The [targeted fee increases adopted in January 2026](#) are necessary and appropriate interim measures, but at \$247,500 per year, they represent a fraction of what is needed. Scenario 1 represents the full revenue-generating potential of the Waterfront. Council should have that complete picture before making a final plan decision.

### ***Parking Study: The Concern Has Been Answered***

The most frequently raised objection to the Waterfront Specific Plan has been parking. The completed [Kittelson study](#), supplemented by the [May 2025 addendum](#), answers that objection with data. Even at peak Saturday demand (the busiest day in three years of monitoring), the Waterfront's 1,541 public spaces were 75% occupied with 306 spaces remaining. Weekday utilization at peak is 36%. The study's TDM modeling, run against Scenario 1, projects that demand-based pricing, overflow lot designation at Marina Blvd and Skates/N Lot, and multimodal access improvements can absorb ferry rider demand without impacting existing recreational users.

### ***César Chávez Park***

The administrative hold on the standalone park conceptual plan is the right outcome, and not only because of the [former landfill compliance obligations](#). As the [February 2026 unfunded capital report](#) makes clear, César Chávez Park's pathway improvement program alone, two phases, \$7.45M combined, is entirely unfunded. That funding will not materialize without a financially healthy Marina Fund. The park is not being abandoned; it is being secured by the same revenue-generating plan that makes every other Waterfront capital investment possible.

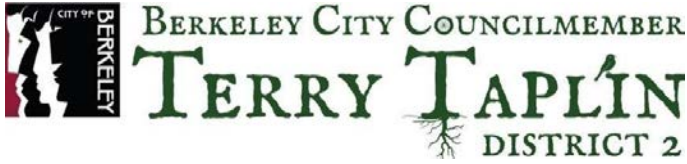
## **ENVIRONMENTAL SUSTAINABILITY**

The Waterfront Specific Plan is, at its core, an environmental investment. The revenues generated by commercial development in the Waterfront Commercial (WC) subareas will fund sea-level rise adaptation infrastructure, habitat restoration in the Waterfront Park (WP) zone, upgrades to Shorebird Nature Center, Bay Trail improvements, and implementation of the multimodal access and TDM improvements identified in the Kittelson study.

The Program EIR will subject all development scenarios to full CEQA analysis, including biological resources, sea-level rise vulnerability, water quality (BCDC/USACE), air quality, greenhouse gas emissions, and traffic. The transportation demand management analysis, calibrated to Scenario 1, will inform EIR mitigation measures, which will become binding conditions of project approval for any future lease or entitlement.

The Berkeley Waterfront is public tidelands. Its ecological health and its fiscal health are not competing values. Both depend on the same outcome: a well-funded, well-managed Waterfront with the resources to invest in the habitat, infrastructure, and public amenities that make this one of the great urban waterfronts in the Bay Area.

## **FISCAL IMPACTS**



| Financial Element                          | Impact / Status                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EIR Preparation</b>                     | Covered by existing WSP budget appropriation (\$1.101M, 2019). Potential scope amendment to project consultant contract; no new General Fund appropriation anticipated at this time.                                                                                                                                                                                                                                                                       |
| <b>Marina Fund — Current Deficit</b>       | Structural operating deficit requiring annual General Fund transfers for several years. Partially offset by: (1) 2024 Parks Tax shifting \$1.5M+ in costs off the Marina Fund; and (2) <a href="#">January 2026 Marina fee increases</a> generating an estimated additional \$247,500/year. Doubletree Hotel post-COVID recovery remains uncertain. See <a href="#">Marina Fund B&amp;F Policy Committee presentation, October 28, 2025</a> .              |
| <b>Capital Infrastructure Backlog</b>      | Per the <a href="#">February 2026 PRW Unfunded Capital Report</a> : Total unfunded Waterfront needs, \$168,984,000. Key components: docks (J, L, M) \$14.82M; South Cove dredging and seawall \$21.01M; parking lots \$17.29M; streets/Seawall Drive \$15.7M; Bay Trail and shoreline improvements \$15.23M; César Chávez Park pathways (two phases) \$7.45M. Note: F&G dock re-decking was completed March 2026; D&E dock replacement nearing completion. |
| <b>Marina Fund — WSP Revenue Potential</b> | Scenario 1 at full buildout represents the maximum revenue-generating capacity of the Waterfront. Scenario 2 alone was projected to generate \$3.5M/year in additional lease and TOT revenue. Scenario 1 represents a higher ceiling that Council can evaluate through the EIR process before making a final plan decision.                                                                                                                                |
| <b>Parking &amp; TDM</b>                   | <a href="#">Kittelson study</a> complete; no additional appropriation required. TDM implementation costs to be identified in the WSP implementation plan. Existing paid parking (\$1/hour, \$6/day) provides a revenue foundation for TDM program self-funding.                                                                                                                                                                                            |
| <b>César Chávez Park</b>                   | Standalone conceptual plan deferred per <a href="#">June 5, 2025 Off-Agenda Memorandum</a> . Pathway improvements (Phase 1: \$4.25M; Phase 2: \$3.2M) fully unfunded per <a href="#">February 2026 PRW Unfunded Capital Report</a> . Park improvements incorporated into WP zone provisions of the adopted WSP.                                                                                                                                            |

CONTACT

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Office of the City Manager

ACTION CALENDAR

July 7, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Wahid Amiri, Interim Director, Public Works

Subject: Five-Year Street Rehabilitation and Measure FF Plans for Fiscal Years 2027-2031

RECOMMENDATION

Adopt a Resolution adopting the Five-Year Street Rehabilitation Plan for Fiscal Years 2027-2031 and the Measure FF 5-Year CIP Plan for Fiscal Years 2027-2031.

SUMMARY

Public Works is bringing forward an integrated five-year street infrastructure program that aligns the City's ongoing street rehabilitation funding with the voter-approved Measure FF SAFE STREETS investment. Together, these coordinated programs will improve pavement conditions and repair long-deferred streets while creating a significant opportunity to reduce fatal and severe crashes and make Berkeley's transportation network safer and more accessible for people walking, bicycling, rolling, using mobility devices, and other vulnerable road users. Measure FF will allow the City to pair paving work with safety improvements consistent with the adopted Vision Zero, Bicycle, and Pedestrian plans, including traffic calming, improved crossings, accessible curb ramps, bikeway improvements, and other treatments where appropriate.

The Five-Year Street Rehabilitation Plan establishes the City's baseline paving investment, while the Measure FF Five-Year Plan provides additional and complementary funding to accelerate street, sidewalk, pathway, safety, and environmental improvements. The two programs are being coordinated to avoid duplication, advance the City's dig-once approach, and incorporate multimodal safety improvements as streets are repaired. Staff are especially enthusiastic about the opportunity not only to deliver smoother, more durable streets, but also to use these investments to create safer, more comfortable streets for people who are most vulnerable when traveling in Berkeley.

The action before Council adopts two related components of this integrated program:

- (1) the Five-Year Street Rehabilitation Plan for FY 2027-2031, required by the City's Street Rehabilitation and Maintenance Policy; and

- (2) the Measure FF Five-Year CIP Plan for FY 2027-2031, which identifies the first five years of Measure FF investments and establishes the framework for ongoing engagement, oversight, and performance reporting.

The proposed Five-Year Street Rehabilitation Plan includes 353 street sections totaling 55.15 centerline miles at an estimated cost of \$88.6 million. The Measure FF Five-Year CIP Plan adds 54 street sections totaling 9.51 centerline miles, while also funding sidewalk and pedestrian path accessibility improvements, safety projects, and environmental enhancements. Public Works will coordinate these investments through a network-level planning approach that considers pavement condition, equity, utility coordination, dig-once opportunities, Vision Zero priorities, bicycle and pedestrian improvements, ADA/PROWAG accessibility, and stormwater requirements together rather than as separate work programs.

**FISCAL IMPACTS OF RECOMMENDATION**

The proposed Five-Year CIP project budget for streets, including the Five-Year Street Rehabilitation Plan and Measure FF 5-Year plan, totals over \$139 million. The Five-Year Street Rehabilitation Plan (“Five-Year Paving Plan”) is funded by seven sources: State Senate Bill 1 (SB 1) transportation taxes- Fund 127, Alameda County Transportation Sales Tax Measure BB- Fund 134, County Vehicle Registration Fee Measure F- Fund 133, Zero Waste- Fund 601; Clean Storm- Fund 616; and the City of Berkeley’s General Fund (Capital Improvement Program)- Fund 501. These funding sources and their estimated annual amounts are listed in Table 1A and 1B (see below).

**Table 1A: Five-Year Street Rehabilitation Plan Funding Source Allocations by Year**

| <b>Fund Description</b>                                  | <b>FY 2027</b>      | <b>FY 2028</b>      | <b>FY 2029</b>      |
|----------------------------------------------------------|---------------------|---------------------|---------------------|
| SB 1                                                     | \$2,195,303         | \$2,195,303         | \$2,195,303         |
| Measure BB – Local Streets & Roads                       | \$2,980,000         | \$2,980,000         | \$2,980,000         |
| Measure F Vehicle Registration Fee                       | \$155,000           | \$155,000           | \$155,000           |
| Capital Improvement (CIP) Fund                           | \$1,925,000         | \$1,925,000         | \$1,925,000         |
| CIP Fund / Council Policy on Adequate Street Maintenance | \$8,487,200         | \$8,741,816         | \$9,004,070         |
| Zero Waste Fund                                          | \$2,000,000         | \$2,000,000         | \$2,000,000         |
| Clean Storm Fund                                         | \$1,000,000         | \$1,000,000         | \$1,000,000         |
| <b>TOTAL</b>                                             | <b>\$18,742,503</b> | <b>\$18,997,119</b> | <b>\$19,259,373</b> |

**Table 1B: Five-Year Street Rehabilitation Plan Program Funding Source  
Allocations by Year (cont'd)**

| <b>Fund Description</b>                                  | <b>FY 2030</b>      | <b>FY 2031</b>      | <b>5-Year Total</b> |
|----------------------------------------------------------|---------------------|---------------------|---------------------|
| SB 1                                                     | \$2,195,303         | \$2,195,303         | \$10,976,515        |
| Measure BB – Local Streets & Roads                       | \$2,980,000         | \$2,980,000         | \$14,900,000        |
| Measure F Vehicle Registration Fee                       | \$155,000           | \$155,000           | \$775,000           |
| Capital Improvement (CIP) Fund                           | \$1,925,000         | \$1,925,000         | \$9,625,000         |
| CIP Fund / Council Policy on Adequate Street Maintenance | \$9,274,193         | \$9,552,418         | \$45,059,697        |
| Zero Waste Fund                                          | \$2,000,000         | \$2,000,000         | \$10,000,000        |
| Clean Storm Fund                                         | \$1,000,000         | \$1,000,000         | \$5,000,000         |
| <b>TOTAL</b>                                             | <b>\$19,529,496</b> | <b>\$19,807,721</b> | <b>\$96,336,212</b> |

On July 26, 2022, City Council adopted the policy *Adequate General Fund Contribution for Street Maintenance to Prevent Deterioration of Pavement Condition* (Resolution No. 70,456-N.S.), which committed an additional \$8 million annually in General Funds for paving, adjusted annually for inflation. This source is listed in Table 1A and 1B as “CIP Fund / Council Policy on Adequate Street Maintenance” and accounts for the largest share of the program’s funding.

The Zero Waste Fund contributes \$2 million annually to offset the impact of Zero Waste collection vehicles on the City’s pavement.

The Clean Storm Fund contributes \$1 million annually toward the installation and replacement of cross drains at intersections within the paving project footprint. These are drainage structures that convey surface water across intersections and are installed in conjunction with curb ramp construction. Green infrastructure improvements required under the Municipal Regional Stormwater Permit (MRP) Provision C.3 are addressed through separate projects funded outside of this plan.

Of the \$96.3 million in total program funding, approximately \$91.3 million is available for street rehabilitation (excluding the \$5 million in Clean Storm Fund allocations dedicated to drainage infrastructure). The Five-Year Street Rehabilitation Plan selects approximately \$88.6 million in street rehabilitation projects, maintaining a roughly 3% programmatic reserve against potential construction cost escalation in asphalt materials, which remain subject to price volatility due to current conditions in global oil markets.

Measure FF, or SAFE STREETS, is a special parcel tax generating approximately \$15 million annually for 14 years. This measure provides funding to be allocated as follows:

- 60 percent for streets and sidewalks, of which roughly three quarters (45 percent) is for streets and one quarter (15 percent) is for sidewalks and pedestrian paths until backlog eliminated;
- 30 percent for safety improvements; and,
- 10 percent for environmental enhancements, required fees to the County, and any permitted uses as specified in BMC Chapter 7.11.

**Table 1C: Five-Year FF Program Project Funding Allocations by Year**

| Project type                      | FY 2027             | FY 2028             | FY 2029             | FY 2030             | FY 2031             |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Streets &amp; sidewalks</b>    | \$15,669,266        | \$ 8,808,515        | \$10,513,835        | \$8,816,579         | \$11,517,933        |
| <b>Safety improvements</b>        | \$8,870,000         | \$ 8,172,000        | \$5,325,000         | \$4,275,000         | \$1,450,000         |
| <b>Environmental Enhancements</b> | \$1,150,000         | \$ 2,650,000        | \$1,100,000         | \$1,750,000         | \$2,214,688         |
| <b>TOTAL</b>                      | <b>\$25,689,266</b> | <b>\$19,630,515</b> | <b>\$16,938,835</b> | <b>\$14,841,579</b> | <b>\$15,182,621</b> |

The Measure FF 5-year plan and the Five-Year Street Rehabilitation Plan in their entirety are part of the proposed Five-Year Capital Improvement Program. The Five-Year Street Rehabilitation Plan and the Measure FF 5-year plan are independent but complementary programs. Public Works used a coordinated planning approach so that baseline paving funds, Measure FF funds, utility coordination, Vision Zero priorities, bicycle and pedestrian improvements, equity considerations, and stormwater requirements were evaluated together across the City's entire street network. This network-level planning approach is a dynamic, iterative process. Staff regularly evaluate the Five-Year Street Rehabilitation Plan and the Measure FF 5-year plan to reflect new information, risks, or priorities not identified at the time of adoption. Staff present updates to Council as part of its biennial budget process.

#### CURRENT SITUATION AND ITS EFFECTS

The City Council adopted a Street Rehabilitation and Maintenance Policy (Street Maintenance Policy), Resolution No. 70,204-N.S., on January 25, 2022. The policy requires a Five-Year Street Rehabilitation Plan be adopted by Council biennially in line with the City's budgeting process, and that it do so after staff presents it to the Transportation and Infrastructure Commission (TIC).

Upon City Council approval of these plans, Public Works will be on track to design, bid, and award the construction contract to begin paving FY 2027 streets in the summer of 2027, well ahead of less favorable weather conditions. Approval of the proposed Five-Year Street Rehabilitation Plan also ensures proper coordination with utilities and related projects and delivers on the commitment to longer planning horizons in the Street Maintenance Policy and Vision 2050 Framework. If future changes are needed in the

adopted Five-Year Street Rehabilitation Plan, those changes would be made in September – December 2027 as staff develop the next five-year plan.

*Status of the FY 2024-2028 Five-Year Street Rehabilitation Plan*

Council adopted the Five-Year Street Rehabilitation Plan for FY 2024-2028 on November 28, 2023. Table 2 (following page) shows the centerline miles paved by fiscal year.

**Table 2: Centerline Miles Paved**

| <b>Fiscal Year</b>         | <b>Centerline Miles Paved</b> |
|----------------------------|-------------------------------|
| FY 2019 (includes FY 2018) | 5.3 (avg 2.7 annually)        |
| FY 2020                    | 2.6                           |
| FY 2021                    | 1.9                           |
| FY 2022                    | 2.6                           |
| FY 2023                    | 7.0                           |
| FY 2024                    | 10.7                          |
| FY 2025                    | 8.4                           |
| FY 2026 (projected)        | 10.3                          |

Public Works paved approximately 29.4 centerline miles during FY 2024 through FY 2026, a substantial increase over the historical average of approximately 2 to 3 miles per year. This acceleration was made possible by the commitment of additional General Fund resources in 2022.

Several streets from the FY 2024-2028 plan have been deferred due to coordination with planned capital projects, including Claremont Avenue (Claremont Complete Streets), Oxford Street (Oxford for All), and Telegraph Avenue (CAR FREE Telegraph referral). as noted below in the Transportation and Infrastructure Commission Recommendation section, the Commission voted to recommend the Five-Year Street Rehabilitation Plan with the addition of Measure FF-funded safety improvements on Claremont, Oxford and Telegraph. Staff response to the Commission is included in the Commission Recommendation section. In addition, some street segments designated for reconstruction from the prior Five-Year Street Rehabilitation Plan were deferred to manage the City's annual green infrastructure obligations under MRP Provision C.3, as described in the Stormwater section below.

These corridors are not being removed. They are being sequenced through separate corridor-level capital projects because repaving them before the scope, geometry, utility conflicts, and complete-streets design are resolved could either waste public funds or lock in an unsafe/obsolete configuration for another pavement cycle. Staff will return these corridors to the paving program once the corridor scope, funding, and construction timing are sufficiently defined to support dig-once delivery.

*Developing the Proposed Five-Year Street Rehabilitation Plan and Measure FF 5-Year CIP Plan for FY 2027-2031*

The Five-Year Street Rehabilitation Plan's street selection is built on the Weighted Effectiveness Ratio (WER), a cost-effectiveness metric generated by the pavement management software StreetSaver. WER ranks every street section and treatment option by the amount of pavement life gained per dollar spent. The core strategy is "critical point management" delivering the right treatment at the right time. Pavement treatments fall into distinct tiers based on a street's condition; missing the window to treat a street before it drops into a lower tier results in a non-linear, often exponential, increase in repair costs. WER targets streets approaching the bottom of each tier, intervening before they cross into the next, more expensive treatment category. This approach directs limited funding towards the treatments that produce the greatest network-wide improvement per dollar. Streets that have already deteriorated to the point where full reconstruction is the only option rank lower under WER because they are substantially more expensive to repair for the same gain in pavement life. The distinction between WER-driven selection and the Measure FF program's approach is discussed later in this section.

For the Five-Year Street Rehabilitation Plan staff began with the last two years of the existing FY 2024-2028 plan (FY 2027 and FY 2028). The City inspects its street network on a biennial cycle, assigning a PCI score to each street section based on observed surface distresses. These condition scores feed directly into StreetSaver, which calculates a WER for every section. Staff used the WER results to validate the street selections carried forward from the prior plan and identify additional streets for the remaining plan years, then applied the priorities in the adopted Street Maintenance Policy, including Equity Zone, bikeway network coverage, bus routes, and contiguity, and further adjusted the street selection to coordinate with known utility work (e.g., East Bay Municipal Utility District (EBMUD), Pacific Gas & Electric (PG&E), and other capital improvement projects, and to stay within the annual MRP C.3 reconstruct constraint described below. The proposed plan includes 353 street sections totaling 55.15 centerline miles at an estimated cost of \$88.6 million over five years.

**Table 3: Proposed Plan Summary by Fiscal Year**

| <b>Fiscal Year</b> | <b>Sections</b> | <b>Centerline Miles</b> | <b>Estimated Cost</b> |
|--------------------|-----------------|-------------------------|-----------------------|
| FY 2027            | 60              | 9.97                    | \$17,360,697          |
| FY 2028            | 67              | 9.84                    | \$17,051,650          |
| FY 2029            | 63              | 8.28                    | \$17,870,774          |
| FY 2030            | 66              | 11.33                   | \$17,957,460          |
| FY 2031            | 97              | 15.72                   | \$18,380,381          |
| <b>Total</b>       | <b>353</b>      | <b>55.15</b>            | <b>\$88,620,962</b>   |

Fiscal year 2027 is the first year staff will scope, plan, and deliver projects under Measure FF<sup>1</sup>. In alignment with measure language and to reflect public input for the projects and priorities funded by this measure, staff reviewed community requests and related City Council adopted plans<sup>2</sup>. This approach benefited from community member input and the robust public engagement process reflected in plans adopted by the City Council. By utilizing these existing resources, staff accelerated Measure FF program development to align with the development of the citywide CIP by efficiently identifying and prioritizing projects for implementation in its first five years. Moving forward, in accordance with the measure language, future Measure FF program work will include at least three workshops every three years, beginning in 2027. These planned workshops, in addition to regular TIC meetings, will provide community members additional opportunities to share their input and insights for projects and priorities funded by Measure FF (BMC 7.11.050 (A)).

The Five-Year Street Rehabilitation Plan and Measure FF use different but complementary approaches to select streets. As stated, the Five-Year Street Rehabilitation Plan uses StreetSaver's WER. This approach maximizes the pavement life gained per dollar invested and prioritizes streets at the optimal point in their deterioration curve, typically streets in fair condition where a timely treatment can prevent more costly rehabilitation later.

The Measure FF program takes a different approach, consistent with the Measure's stated intent to "allow long-deferred repairs to be made so that the overall condition of the roads and sidewalks will be made acceptable and safe within 14 years" (BMC Section 7.11, Section 2(G)), with the goal of raising the citywide PCI to 70 "ideally with no streets having a PCI below 50" (BMC Section 7.11.010(K)(1)). Measure FF prioritizes streets with a PCI below 50, which represents the long-deferred segments that most directly affect

<sup>1</sup> In FY25-26, Public Works staff used Measure FF funds to implement Daylighting, a 2023 California law prohibiting parking within the 20 feet of curb space approaching an intersection.

<sup>2</sup> Any project funded by proceeds of the tax which includes safety improvements must be consistent with one or more of the following plans and policies: Vision Zero Action Plan; Pedestrian Plan; Berkeley Bicycle Plan; Complete Streets Policy; Safe Routes to Schools Safety Assessment and/or Improvement Plan (BMC 7.11.60)

community members' daily quality of life. These are streets that a pure cost-effectiveness algorithm would deprioritize because the cost per unit of pavement life gained is higher on severely deteriorated pavement. These are also the streets where community members experience the most immediate impacts: poor ride quality, bicycle and vehicle damage, accessibility barriers, and safety hazards. Additionally, by providing stable funding for Vision Zero implementation, traffic calming, safer crossings, bikeway improvements, and safety treatments incorporated into paving projects, the Measure FF program is expected to accelerate implementation of adopted safety plans and contribute to reducing fatal and severe crashes, particularly for people walking, bicycling, rolling, and using mobility devices. Progress will be evaluated through annual reporting on completed projects, collision trends, fatalities, and severe injuries.

The complementary Measure FF 5-Year CIP Plan includes 54 street sections totaling over 9 centerline miles at an estimated cost of \$42.1 million over five years.

**Table 4: Proposed FF Plan Summary by Fiscal Year**

| Fiscal Year  | Sections  | Centerline Miles | Estimated Cost      |
|--------------|-----------|------------------|---------------------|
| FY 2027      | 20        | 3.80             | \$13,198,842        |
| FY 2028      | 6         | 1.05             | \$6,822,998         |
| FY 2029      | 11        | 1.42             | \$7,805,256         |
| FY 2030      | 9         | 1.19             | \$5,524,906         |
| FY 2031      | 8         | 2.05             | \$8,767,933         |
| <b>Total</b> | <b>54</b> | <b>9.51</b>      | <b>\$42,119,935</b> |

The FF plan's sidewalk projects include remediation of non-compliant ADA conditions in the public right of way alongside Measure FF-funded street rehabilitation projects. This approach follows measure language that "any project funded by the proceeds of the tax which includes street repair, repaving, and/or reconstruction shall implement safety improvements concurrently, unless the City Council adopts a written finding based on substantial evidence that there are no improvements which would materially increase safety and are consistent with an adopted City plan or policy." (BMC Section 7.11.060(B)). For the full list of Measure FF projects, including sidewalk projects, refer to Attachment 2.

Staff reviewed adopted plans and updates, community requests, and Council referrals to identify safety improvement projects corresponding to Measure FF street rehabilitation projects and standalone safety projects to be delivered in FY27-31. We expect these safety improvements to reduce harm and enhance joy for people traversing the city. These projects include:

- 4 safety projects expected to result in constructed improvements related to proposed street rehabilitation projects (e.g. Cedar Street median crossing to support Grant Street Bike Boulevard crossing). *Note: These identified projects do*

*not reflect all accessibility and safety improvements considered or to be implemented in areas related to proposed street rehabilitation projects*

- 14 site-specific projects, ten of which are expected to result in constructed improvements (e.g. Cedar Street Pedestrian Safety Crossing Improvement, Claremont Eton rectangular rapid flashing beacon)
- Stable funding for high demand/high visibility programs that historically have been implemented using single or limited term sources (e.g. Vision Zero Quick Build Program and Implementation, Citywide Traffic Calming Program). The intent of these allocations is to allow for rapid response to incidents on high injury streets and implementation of pedestrian and bicycle safety improvements alongside routine paving treatments.

For the full list of Measure FF projects, including safety projects, refer to Attachment 2. *Note: Examples of project types listed are not mutually exclusive and may be referenced more than once (e.g., Vision Zero Quick Build Program is a citywide program that has historically been implemented using single or limited term sources).*

#### *Dig Once and Stormwater Management*

These plans incorporate several features that advance the City's efforts in our Dig Once approach, stormwater management, and long-term planning.

*Dig Once.* The Street Maintenance Policy requires a "dig once" approach to street rehabilitation, coordinating paving with sewer, water, electrical, telecom, and undergrounding work to minimize repeated disturbance of the street surface. The proposed Five-Year Street Rehabilitation Plan and proposed Measure FF Five-Year CIP Plan coordinate with external utilities (e.g. East Bay MUD and PG&E) the City's own non-paving related capital improvement programs and with other agencies whose projects affect City streets, such as the Alameda County Transportation Commission (ACTC) and Alameda County Flood Control & Water Conservation District. Streets with active or near-term utility or capital project conflicts are scheduled to follow project completion. Later-year assignments carry more uncertainty, as firm capital project schedules typically extend only two to three years into the future.

*Clean Storm Fund.* As described under Fiscal Impacts, the Clean Storm Fund contributes \$1 million annually toward cross drains at intersections, installed in conjunction with curb ramp construction.

*Municipal Regional Stormwater Permit Provision C.3.* Pavement reconstruction projects can trigger green infrastructure requirements under the Municipal Regional Stormwater Permit (MRP), Provision C.3. To keep the City's green infrastructure obligations sustainable within available physical space and budget, staff have limited the proposed reconstruction areas to approximately 24,200 square yards over the five year street rehabilitation plan period. The plan identifies street sections proposed for reconstruction that trigger MRP requirements in the MRP REQ column. Green infrastructure projects

required under C.3 will be addressed through separate projects funded outside of this plan. One such funding source is Measure FF. Per the measure language, Measure FF allocates 10 percent of the tax proceeds to environmental enhancements, including green infrastructure projects. For the full list of Measure FF projects, including environmental enhancement projects, refer to Attachment 2.

*The Proposed Five-Year Street Rehabilitation and Measure FF 5-Year CIP plan's Compliance with the Street Maintenance Policy*

Maps of the street rehabilitation plans are included as Exhibit B, showing each street segment color-coded by proposed fiscal year, with Council district boundaries and Equity Zone boundaries.

**Table 5: FY 2027-2031 Five-Year Street Rehabilitation Plan Totals by Policy Category**

| Category            | Mileage | Estimated Cost | % of Plan Cost | % of Plan Mileage |
|---------------------|---------|----------------|----------------|-------------------|
| Arterials           | 5.87    | \$13,404,978   | 15%            | 11%               |
| Collectors          | 8.93    | \$15,313,159   | 17%            | 16%               |
| Residentials        | 40.35   | \$59,902,827   | 68%            | 73%               |
| Bikeways*           | 24.00   | \$45,081,067   | 51%            | 44%               |
| Bus Routes          | 13.04   | \$26,595,767   | 30%            | 24%               |
| High-Injury Streets | 12.52   | \$23,376,183   | 26%            | 23%               |
| Equity Zone         | 11.79   | \$28,762,650   | 32%            | 21%               |

\*Bikeways include streets with existing and proposed bicycle facilities per the 2026 Bicycle Plan.

Note: Categories are not mutually exclusive. A street segment may be counted under multiple categories (e.g., an arterial that is also a bus route in the Equity Zone).

The Five-Year Street Rehabilitation Plan prioritizes funding consistent with the Policy's goals. Arterials and collectors are prioritized consistent with the Policy's emphasis on maintaining the primary transportation network. The plan treats 11.79 miles of streets in the Equity Zone, accounting for 21% of the plan's mileage and consistent with the Policy's direction to prioritize Equity Zone streets. The plan also includes 12.52 miles of streets on the City's High-Injury Network (2020), representing 23% of the plan's mileage.

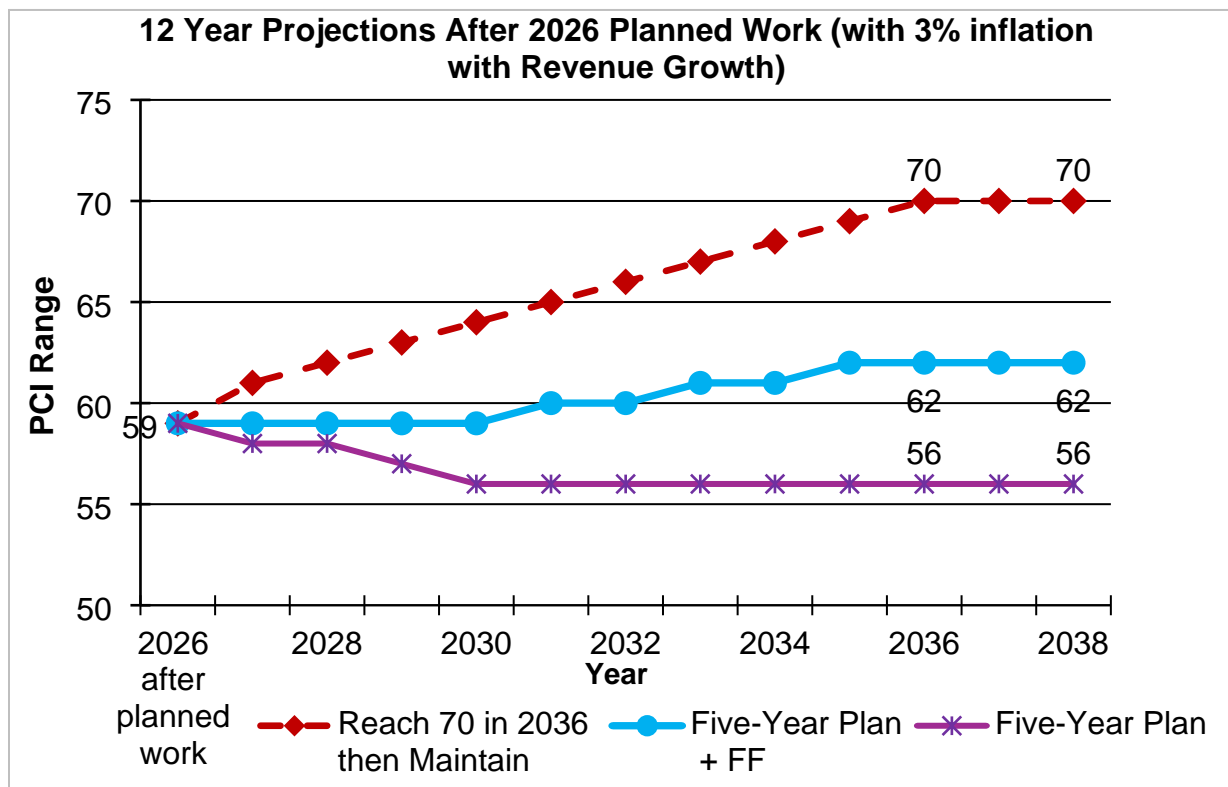
For streets selected in the Five-Year Street Rehabilitation Plan, the Engineering and Transportation Divisions coordinate to incorporate transportation and safety improvements recommended in the City's adopted Vision Zero Action Plan, Pedestrian Plan, and Bicycle Plan. Some improvements, such as striping modifications, signage, quick-build safety elements, and traffic calming measures are incorporated directly into the annual paving project. Recent examples of this coordination include a traffic diverter

at Virginia Street and Acton Street, constructed as part of the FY 2025 paving project, and traffic circles and speed cushions along Addison Street between 6th Street and San Pablo Avenue and quick-build median refuges at Martin Luther King Jr. Way and Virginia Street, both planned for implementation as part of the FY 2026 paving project. Measure FF funds allocated to the Citywide Traffic Calming and Vision Zero Implementation programs are anticipated to increase the number of safety improvements implemented within the scope of these annual paving projects. When improvements require a more robust planning and design effort, they are programmed as independent capital projects.

*PCI Projections*

The City modeled 12-year PCI projections under multiple funding scenarios, shown in Figure 1. The current citywide PCI is 57 as of the most recent condition assessment (2025). After completion of the FY 2026 paving project, the projected citywide PCI is 59.

**Figure 1: 12-Year PCI Projections After FY 2026 Planned Work**



Under the Five-Year Street Rehabilitation Plan baseline scenario (Figure 1, purple line), which reflects only the funding in the proposed Five-Year Street Rehabilitation Plan at an average of approximately \$20.3 million per year<sup>3</sup>, the citywide PCI is projected to decline

<sup>3</sup> Annual funding figures are 12-year averages that account for projected revenue growth over the planning period, not flat annual amounts

modestly, from 59 to approximately 56 by 2038, as construction cost escalation outpaces growth in existing revenue. Under a combined scenario that adds Measure FF funding (Figure 1, blue line), total average investment increases to approximately \$29.6 million per year<sup>3</sup>, and the citywide PCI is projected to improve to approximately 62 by 2038. Measure FF accounts for the difference between these trajectories and materially improves the City's pavement condition over the planning period.

Neither scenario reaches a PCI of 70 within the 12-year projection period<sup>4</sup>. The City also modeled a third scenario to estimate the level of investment that would be needed to reach a PCI of 70 by 2036 and maintain a PCI of 70 through 2038 (Figure 1, red line). This scenario requires an estimated \$37.6 million per year<sup>3</sup>, approximately \$8 million per year more than the Five-Year Street Rehabilitation Plan and Measure FF currently provide, underscoring that inflation and construction cost escalation remain significant risks, and additional funding or scope adjustments may be necessary if costs continue to outpace revenue growth.

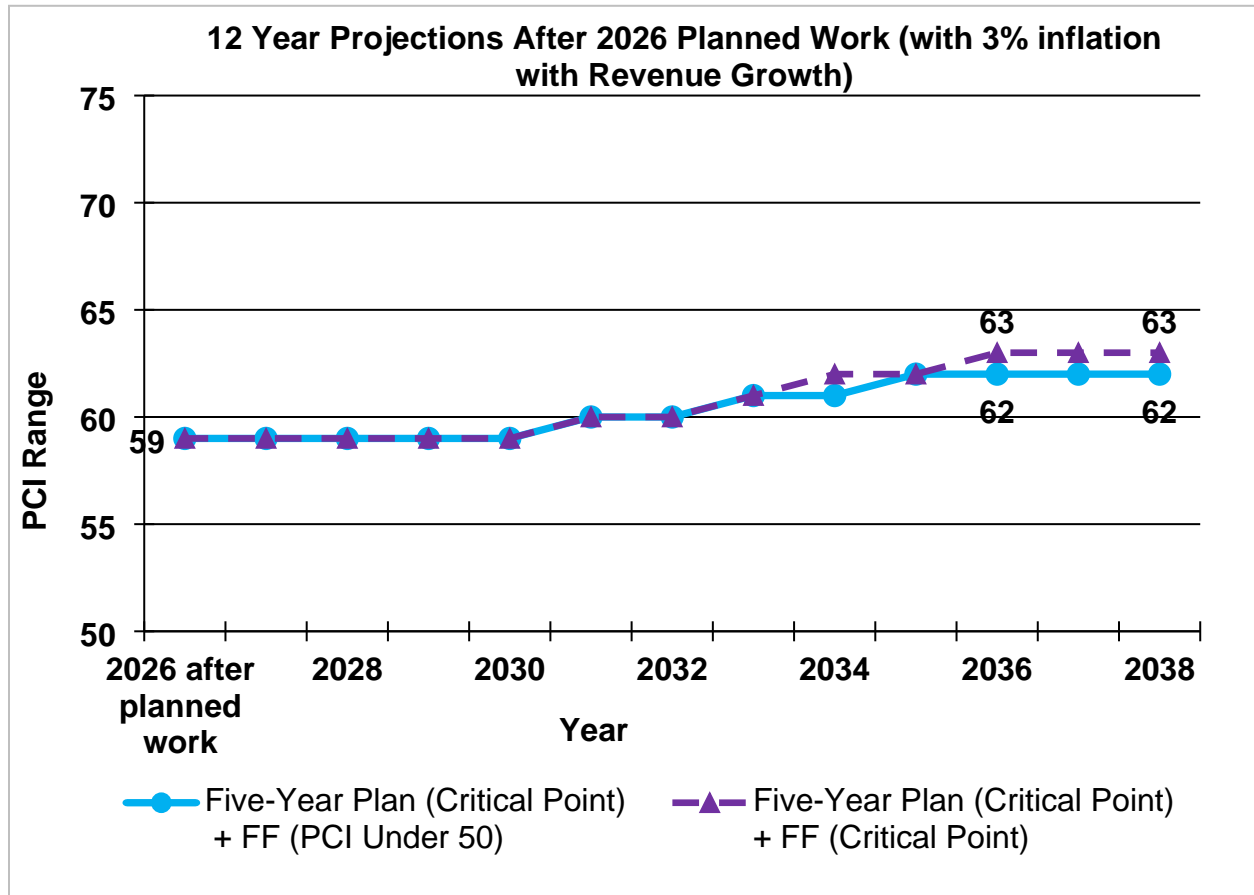
The projections account for both rising construction costs and growth in the City's funding sources. Construction costs are escalated at three percent per year, reflecting recent price trends in asphalt and related paving materials. Funding is escalated consistent with the terms of the applicable Council fiscal policy (Resolution No. 70,456-N.S.) and the Measure FF ordinance, each of which provides for annual increases based on the greater of the cost of living in the San Francisco Bay Area or per capita personal income growth in the state. The net effect is a modest real increase in construction costs relative to available funding over the projection period.

Figure 2 (next page) compares 12-year PCI projections of two approaches for selecting streets to pave with Measure FF funds. The "Critical Point" scenario (Figure 2, purple line) selects Measure FF streets using the same WER-driven methodology as the Five-Year Plan. The "PCI Under 50" scenario (Figure 2, blue line) selects Measure FF streets by targeting streets with a PCI below 50, consistent with the measure's goals of addressing long-deferred repairs. The difference in citywide PCI outcome is approximately one point: 63 under the WER-driven approach versus 62 under the under-50 approach by 2038.

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<sup>4</sup> One goal of the Measure FF parcel tax is to raise the City PCI to or above 70, ideally with no streets having a PCI below 50 by December 31, 2036 (BMC 7.11.010. (K))

**Figure 2: Comparing Two Approaches for Street Selection with FF Funds**



This analysis demonstrates that the citywide PCI outcome is not materially different between the two selection methods. Using the complementary Measure FF funds to target long-deferred streets comes at a modest cost to the aggregate PCI trajectory while directly addressing the condition of streets that have been overlooked for decades. This result is likely driven by a combination of network size, the magnitude of available funding, and the existing distribution of pavement conditions within the network. The two-pronged approach, using WER for the Five-Year Plan and focusing Measure FF on long-deferred streets, honors the intent of the measure, delivers visible improvements to the communities most affected by poor pavement conditions, and still achieves meaningful citywide PCI improvement.

*Transportation and Infrastructure Commission Recommendation*

The Transportation and Infrastructure Commission reviewed the proposed FY 2027-2031 Five-Year Street Rehabilitation plan and maps identifying Measure FF street rehabilitation projects at its May 21, 2026, meeting and took the following action:

It was moved/seconded (Zaro/Fike) to recommend the Five-Year Street Maintenance and Rehabilitation Plan for Fiscal Years 2027-2031 with amendments that integrate Measure FF and paving dollars and include Claremont Avenue, Oxford Street, and northern Telegraph Avenue for paving and multimodal safety improvements.

Vote:

Ayes: Budimir, Fike, Hothi, Gattu, Leung, Lutzker, Zaro;

Noes: None;

Abstain: None;

Absent: Walton;

Excused: Scheider.

Motion passed: 7-0-0-1-1

Staff's response to the TIC's recommendation is as follows:

Regarding Measure FF integration: the Measure FF program was developed on a separate but complementary track, as described in this report. The Five-Year Street Rehabilitation Plan and Measure FF 5-Year CIP Plan will be coordinated to maximize the combined investment and avoid duplication.

Regarding Claremont Avenue: this corridor was scheduled for paving in FY 2027 under the prior Five-Year Street Rehabilitation Plan and is identified as a high-injury street in the Vision Zero Action Plan. A fatal collision on the corridor in 2025 prompted the City to implement interim safety measures through a quick-build project while long-term plans are developed. Separately, the Alameda County Flood Control & Water Conservation District's Line A-1 bypass project, projected to begin by the end of 2026, will trench the Claremont roadway to install approximately 3,700 linear feet of 60-inch reinforced concrete pipe between Tanglewood Road and Mystic Street, with completion estimated in 2031. Paving ahead of that work would violate the City's dig-once practice. Claremont paving will be programmed in the Five-Year Street Rehabilitation Plan once the Complete Streets corridor study and flood control work are completed.

Regarding Oxford Street: this corridor is on the City's High-Injury Network and is identified in the 2026 Bicycle Plans as a candidate for a Class IV cycle track. On June 3, 2025, Council approved the Oxford for All referral (Tregub/Lunaparra) at \$400,000 for quick-build Class IV bike facilities and pedestrian safety improvements on Oxford/Fulton between Bancroft Way and Hearst Avenue. On December 2, 2025, Council approved an amended referral (Tregub) at \$2.5 million for full design, engineering, and construction. The corridor was in the FY 2024-2028 plan for FY 2028 and has been deferred from the FY 2027-2031 plan pending the capital project to avoid dig-once conflicts as the project scope develops. Staff recommend deferring Oxford Street from the Five-Year Street Rehabilitation Plan pending further development of the Oxford for All project scope. Staff

will evaluate the corridor for inclusion in the paving program as the project's scope, funding, and timeline are determined.

Regarding Telegraph Avenue (Bancroft Way to Dwight Way): this segment has been the subject of pedestrianization proposals for years. On February 22, 2022, Council adopted Resolution No. 70,241-N.S. approving the Southside Complete Streets Project conceptual designs. As part of that action, Council also adopted a supplemental referral (Robinson) directing the City Manager to explore limits on private automobiles on Telegraph Avenue between Bancroft Way and Dwight Way. Telegraph was removed from the Southside Complete Streets Project scope so as to not preclude that direction. On January 27, 2026, Council approved a \$1.325 million budget referral (Lunaparra) for CAR FREE Telegraph, seeking LRDP and Measure FF funds for feasibility, CEQA/NEPA, public outreach, and conceptual design, with construction estimated at \$12 to \$17 million in later phases. Staff recommend deferring Telegraph Avenue from the Five-Year Street Rehabilitation Plan pending resolution of the corridor's future configuration.

#### *Performance Measures and New Technologies*

The Street Maintenance Policy requires the use of performance measures. Public Works tracks measures on pavement condition, mileage treated by functional class and policy category, treatment type distribution, and other metrics.

Measure FF requires staff to prepare and submit to City Council and SAFE STREETS Citizen Oversight Committee (SSCOC) an annual report of the following performance metrics:

- Streets paved, cost per mile, changes to the citywide average PCI, the PCI of all streets, and a schedule that estimates which streets will be paved in the next 5 years; and
- Progress on sidewalks and pedestrian paths; and
- Safety projects implemented, and fatal and severe injuries over time; and
- Progress on green infrastructure, tree planting, climate resiliency measures, and changes in trip modality; and
- Awarded and in-progress grants

The SSCOC will also prepare an annual independent report of Measure FF progress and performance. The SSCOC's first annual report is anticipated in fall 2026.

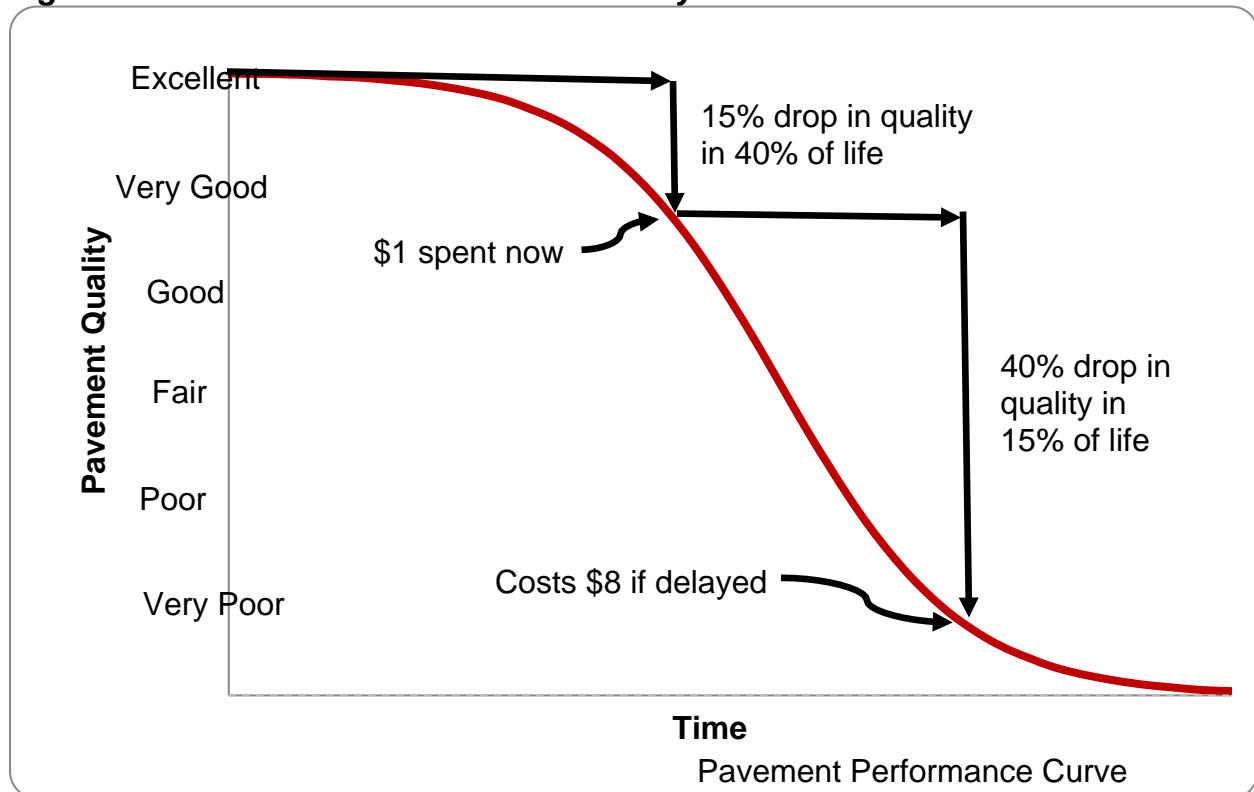
The Street Maintenance Policy also encourages evaluation of new technologies that may offer greater durability, lower cost, or environmental benefits. Since the last Five-Year Street Rehabilitation Plan, Public Works has deployed two new treatment methods on appropriate candidate streets. Rubberized cape seal combines a rubberized emulsion membrane with a slurry seal or micro-surfacing wearing course, extending pavement life on streets in fair condition at a lower cost per square yard than traditional mill-and-overlay. Staff have also deployed fiberglass-reinforced paving mat interlayers (GlasPave 50, Tensar) on select overlay sections, including Derby Street between College Avenue and

Sacramento Street as part of the FY 2024 paving project. These interlayers are installed between the leveling and surface courses to delay reflective cracking and limit moisture infiltration into the pavement structure, with the goal of extending overlay service life. Performance of the GlasPave interlayer will be monitored over the coming years. Staff continue to evaluate preservation and rehabilitation treatments that maximize the return on the City’s paving investment.

**BACKGROUND**

The City maintains 213 centerline miles of streets with a total replacement value in excess of \$1.2 billion. The citywide Pavement Condition Index (PCI) is 57, placing the network in the 'at risk' category. The City's 2024 Pavement Management Program Update projected a deferred maintenance backlog of over \$330 million as of 2025, growing to over \$406 million by 2029. As shown in Figure 3, the cost of treating a street increases significantly as its condition declines, making timely investment essential to avoiding far higher costs in the future.

**Figure 3: Pavement Deterioration and Life Cycle Costs**



More information on the condition of Berkeley’s streets can be found in the City Auditor’s November 19, 2020, report, *Rocky Road: Berkeley Streets at Risk and Significantly Underfunded*, and in the City’s 2024 *Pavement Management Program Update* (PTAP25).

The Street Maintenance Policy and Vision 2050 Framework both encourage integrated planning. Public Works continues to incorporate features such as ADA-compliant curb ramps, high-visibility crosswalks, speed tables and cushions and, improvements recommended by the City's adopted Pedestrian and Bicycle Plans. After Council adoption of this proposed Five-Year Street Rehabilitation Plan, the Engineering and Transportation Divisions will coordinate to identify specific transportation improvements from Council's adopted plans that could be incorporated into the approved street repair projects.

In response to not only the deferred street maintenance backlog but also the estimated backlog of sidewalk repairs and delayed implementation of the Vision Zero Action Plan, community members voted to establish a Sustainable and Accountable Funding for Equitable Street Transformation, Revitalization, Enhancements, and Essential Traffic Safety (SAFE STREETS) Tax. SAFE STREETS also known as Measure FF, establishes funding for streets and sidewalks, safety improvements, and environmental enhancements. The intent of this measure is to augment current city funding for paving and sidewalk repair for a temporary period and allow long-deferred repairs to be made so that the overall condition of the roads and sidewalks will be made acceptable and safe within 14 years, and maintenance costs will be reduced (BMC 7.11This will accelerate delivering safety improvements in adopted safety plans and contribute to reducing fatal and severe crashes, particularly for people walking, bicycling, rolling, and using mobility devices.

Adoption of a Five-Year Street Rehabilitation Paving and Measure FF Five-Year CIP plans advances the City's Strategic Plan Priority goals to provide well-maintained infrastructure, amenities, and facilities and to create a resilient, safe, connected, and prepared city.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Streets in good condition provide a smoother, safer surface for people who bike, walk, or use public transit, promoting non-automobile trips and reducing greenhouse gas emissions consistent with the City's Climate Action Plan and Climate Emergency Declaration. The Measure FF parcel tax provides funding to accelerate Vision Zero Action, Pedestrian, and Bicycle Plan implementation. These safety improvements are anticipated to increase pedestrian and bicyclist confidence and further spur changes in travel modality away from single-occupancy vehicles. Measure FF also provides funds for environmental enhancements, that are anticipated to increase green infrastructure to reduce flooding incidents, improve water quality, and recharge groundwater. The majority of pavement material removed from streets is returned to the material supplier for processing and recycling as aggregate base or pavement aggregate.

#### RATIONALE FOR RECOMMENDATION

The proposed action advances one coordinated Public Works street infrastructure program for FY 2027-2031. Adoption allows Public Works to maintain the City's accelerated paving delivery schedule, begin the first five years of Measure FF

implementation, coordinate street rehabilitation with sidewalks, ADA/PROWAG accessibility, safety, stormwater, and utility work, and provide Council, SSCOC, and the public with a transparent framework for annual reporting and future refinement. The Five-Year Street Rehabilitation Plan is complemented by the Measure FF program, which will supplement baseline investments with additional dedicated funding. Together, the baseline paving program and Measure FF are projected to improve the citywide PCI from 59 to approximately 62 by 2038. While the combined investment does not reach a PCI of 70 within the 12-year projection period, Measure FF materially improves the City's pavement trajectory, and staff will continue to evaluate additional funding sources and scope adjustments to close the remaining gap.

Measure FF's dedicated investments in sidewalks and pathways, safety improvements, and environmental enhancements will deliver meaningful community benefits both alongside street rehabilitation projects and through stand-alone projects. Staff are especially enthusiastic about using these resources not only to reduce long-standing maintenance backlogs, but also to accelerate improvements that make it safer and easier for people to walk, bicycle, roll, and use mobility devices. By advancing adopted Vision Zero, Pedestrian, and Bicycle Plan priorities -- particularly where people face the greatest risk -- these investments will help reduce fatal and severe crashes, improve accessibility, and create safer, more comfortable streets while supporting the City's environmental and stormwater objectives.

#### ALTERNATIVE ACTIONS CONSIDERED

No alternative actions were considered. The Street Maintenance Policy requires Council to update the Five-Year Plan biennially and Measure FF is required to estimate the streets to be paved in a five-year period (BMC 7.11.050 (B)). If these plans are not approved, Public Works will have no streets to design for summer 2027 and no paving will occur. If only a portion of the years are approved, that will conflict with the Policy and Vision 2050 Framework, which both encourage longer-term planning horizons.

#### CONTACT PERSON

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Terrence Salonga, Supervising Civil Engineer, 510-981-6447  
Manoj Madhavan, Principal Program Manager, 510-542-6153

#### Attachments:

##### 1: Resolution

Exhibit A: Proposed Five-Year Street Rehabilitation and Measure FF Plans for  
FY 2027 to FY 2031

Exhibit B: Proposed Five-Year Street Rehabilitation and Measure FF Plans Maps

##### 2: Proposed Measure FF Five-Year Plan project list for FY 2027 to FY 2031

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

ADOPTION OF THE FIVE-YEAR STREET REHABILITATION AND MEASURE FF  
PLANS FOR FISCAL YEARS 2027 TO 2031

WHEREAS, the Street Rehabilitation and Maintenance Policy, Resolution No. 70,204-N.S., approved on January 25, 2022, requires a Five-Year Street Rehabilitation Plan for the entire City to be adopted by the City Council on a biennial basis, in line with the City's budgeting process; and

WHEREAS, Measure FF, the Sidewalk and Street Repairs Parcel Tax, approved by Berkeley voters in November 2024, established the SAFE STREETS Citizen Oversight Committee to review expenditures and progress reports from the City Manager and City Auditor to ensure compliance with the intent of Measure FF, evaluating the impacts and outcomes of tax expenditures on stated goals and prepare public reports on the Committee's findings; and,

WHEREAS, the previously adopted Five-Year Street Rehabilitation Plan covered Fiscal Years 2024 through 2028 and was adopted by City Council on November 28, 2023; and

WHEREAS, per Resolution No. 70,2040-N.S, the Five-Year Street Rehabilitation Plan is required to be reviewed and updated by the City Council, with advice from the Transportation and Infrastructure Commission; and

WHEREAS, the Transportation and Infrastructure Commission reviewed the proposed Five-Year Street Rehabilitation and Measure FF plans for FY 2027-2031 at its May 21, 2026, meeting and recommended approval of the plans with amendments; and

WHEREAS, the SAFE STREETS Citizen Oversight Committee reviewed the Measure FF plans and proposed Five-Year Street Rehabilitation Plan for FY 2027-2031 at its meeting on June 10, 2026; and

WHEREAS, Public Works may reorder the timing of approved pavement segments for operational reasons, including utility coordination, weather, or construction sequencing; and

WHEREAS, Public Works recommends City Council adopt the Five-Year Street Rehabilitation and Measure FF Plans for FY 2027 to FY 2031.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Five-Year Street Rehabilitation and Measure FF plans for FY 2027 to FY 2031, attached here as Exhibit A with full maps of the plans as Exhibit B, are hereby adopted.

**Exhibits**

A: Proposed Five-Year Street Rehabilitation and Measure FF Plans for FY 2027 to FY 2031

B: Proposed Five-Year Street Rehabilitation and Measure FF Plans Maps

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| Street Name | From             | To             | PCI | Mile age | Treat ment   | Estimated Cost |
|-------------|------------------|----------------|-----|----------|--------------|----------------|
| 10TH ST     | HARRISON ST      | CAMELIA ST     | 81  | 0.24     | Light Mtce   | \$40,640       |
| 10TH ST     | NORTH CITY LIMIT | HARRISON ST    | 87  | 0.09     | Light Mtce   | \$14,400       |
| 8TH ST      | CAMELIA ST       | PAGE ST        | 32  | 0.08     | Heavy Rehab  | \$272,049      |
| 8TH ST      | GILMAN ST        | CAMELIA ST     | 28  | 0.12     | Heavy Rehab  | \$397,500      |
| 8TH ST      | JONES ST         | VIRGINIA ST    | 18  | 0.21     | Recons truct | \$1,132,628    |
| 8TH ST      | PAGE ST          | JONES ST       | 13  | 0.09     | Recons truct | \$475,608      |
| 8TH ST      | VIRGINIA ST      | UNIVERSITY AVE | 17  | 0.31     | Recons truct | \$1,729,000    |
| ACTON ST    | CEDAR ST         | UNIVERSITY AVE | 34  | 0.43     | Heavy Rehab  | \$1,437,360    |
| AMADOR AVE  | SUTTER ST        | SHATTUCK AVE   | 50  | 0.17     | Heavy Rehab  | \$520,089      |
| BATAAN AVE  | 7TH ST           | 8TH ST         | 11  | 0.06     | Recons truct | \$214,573      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| Street Name         | From                              | To                              | PCI | Mile<br>age | Treat<br>ment  | Estimated<br>Cost |
|---------------------|-----------------------------------|---------------------------------|-----|-------------|----------------|-------------------|
| BELROSE AVE         | DERBY ST                          | CLAREMONT<br>BLVD/<br>GARBER ST | 87  | 0.12        | Light<br>Mtce  | \$34,656          |
| BOYNTON AVE         | COLORADO<br>AVE                   | FLORIDA<br>AVE                  | 45  | 0.05        | Heavy<br>Rehab | \$128,472         |
| BOYNTON AVE<br>(NB) | ARLINGTON<br>AVE                  | COLORADO<br>AVE                 | 41  | 0.29        | Heavy<br>Rehab | \$435,183         |
| CATALINA AVE        | COLUSA AVE                        | THE<br>ALAMEDA                  | 92  | 0.19        | Light<br>Mtce  | \$20,904          |
| COLLEGE AVE         | BANCROFT<br>WAY                   | DWIGHT<br>WAY                   | 83  | 0.23        | Light<br>Mtce  | \$57,600          |
| COLUMBIA<br>CIRCLE  | COLUMBIA<br>PATH                  | FAIRLAWN<br>DR                  | 75  | 0.04        | Light<br>Rehab | \$66,464          |
| COWPER ST           | SAN PABLO<br>AVE                  | BYRON ST                        | 80  | 0.07        | Light<br>Mtce  | \$9,864           |
| DELAWARE ST         | DEAD END<br>WEST OF<br>CALIFORNIA | CALIFORNIA<br>ST                | 82  | 0.07        | Light<br>Mtce  | \$12,000          |
| ENCINA PL           | THE PLAZA DR                      | THE<br>UPLANDS                  | 79  | 0.07        | Light<br>Mtce  | \$12,440          |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| Street Name          | From             | To                                 | PCI | Mile<br>age | Treat<br>ment   | Estimated<br>Cost |
|----------------------|------------------|------------------------------------|-----|-------------|-----------------|-------------------|
| EUCLID AVE           | CRAGMONT<br>AVE  | BEG OF<br>DIVIDED<br>ROAD          | 67  | 0.12        | Heavy<br>Mtce   | \$177,667         |
| FAIRLAWN DR          | AVENIDA DR       | OLYMPUS<br>DR                      | 36  | 0.10        | Heavy<br>Rehab  | \$223,395         |
| FAIRLAWN DR          | QUEENS RD        | AVENIDA DR                         | 86  | 0.49        | Light<br>Mtce   | \$48,064          |
| FRANCISCO ST         | CHESTNUT ST      | DEAD END                           | 23  | 0.20        | Recons<br>truct | \$1,001,756       |
| FRANCISCO ST         | SAN PABLO<br>AVE | CHESTNUT<br>ST                     | 16  | 0.26        | Recons<br>truct | \$1,214,556       |
| GRIZZLY PEAK<br>BLVD | ARCADE AVE       | HILL RD                            | 76  | 0.15        | Light<br>Rehab  | \$346,084         |
| GRIZZLY PEAK<br>BLVD | SHASTA RD (S)    | ARCADE<br>AVE                      | 69  | 0.20        | Heavy<br>Mtce   | \$227,200         |
| HEARST AVE           | CALIFORNIA ST    | MC GEE AVE                         | 58  | 0.13        | Heavy<br>Mtce   | \$158,400         |
| HEARST AVE           | MC GEE AVE       | MARTIN<br>LUTHER<br>KING JR<br>WAY | 58  | 0.26        | Heavy<br>Mtce   | \$325,200         |
| HENRY ST             | ROSE ST          | VINE ST                            | 90  | 0.13        | Light<br>Mtce   | \$21,120          |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| Street Name | From                 | To               | PCI | Mile<br>age | Treat<br>ment  | Estimated<br>Cost |
|-------------|----------------------|------------------|-----|-------------|----------------|-------------------|
| HENRY ST    | VINE ST              | CEDAR ST         | 90  | 0.12        | Light<br>Mtce  | \$20,960          |
| KEELER AVE  | GRIZZLY PEAK<br>BLVD | MARIN AVE        | 84  | 0.26        | Light<br>Mtce  | \$24,000          |
| LE ROY AVE  | RIDGE RD             | HEARST AVE       | 87  | 0.07        | Light<br>Mtce  | \$11,504          |
| LINCOLN ST  | MILVIA ST            | SHATTUCK<br>AVE  | 73  | 0.13        | Light<br>Rehab | \$293,136         |
| MASONIC AVE | NORTH CITY<br>LIMIT  | SANTA FE<br>AVE  | 76  | 0.09        | Light<br>Mtce  | \$12,800          |
| MURRAY ST   | 7TH ST               | SAN PABLO<br>AVE | 87  | 0.25        | Light<br>Mtce  | \$34,072          |
| NOGALES ST  | THE PLAZA DR         | PARKSIDE<br>DR   | 76  | 0.05        | Light<br>Mtce  | \$10,128          |
| PARKSIDE DR | ENCINA PL            | THE PLAZA<br>DR  | 75  | 0.32        | Light<br>Mtce  | \$42,304          |
| PRINCE ST   | ACTON ST             | STANTON ST       | 85  | 0.10        | Light<br>Mtce  | \$11,152          |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| Street Name  | From                             | To                                     | PCI | Mile<br>age | Treat<br>ment  | Estimated<br>Cost |
|--------------|----------------------------------|----------------------------------------|-----|-------------|----------------|-------------------|
| ROBLE RD     | TUNNEL RD                        | SOUTH CITY<br>LIMIT<br>(ROBLE CT)      | 84  | 0.17        | Light<br>Mtce  | \$19,624          |
| ROSE ST      | CHESTNUT ST                      | ORDWAY ST                              | 86  | 0.12        | Light<br>Mtce  | \$20,960          |
| ROSE ST      | HOPKINS ST                       | CHESTNUT<br>ST                         | 84  | 0.13        | Light<br>Mtce  | \$22,496          |
| ROSE ST      | ORDWAY ST                        | SACRAMENT<br>O ST                      | 85  | 0.24        | Light<br>Mtce  | \$40,000          |
| RUGBY AVE    | NORTH CITY<br>LIMIT<br>(VERMONT) | VERMONT<br>AVE                         | 82  | 0.04        | Light<br>Mtce  | \$4,664           |
| RUSSELL ST   | ADELINE ST                       | SHATTUCK<br>AVE                        | 40  | 0.09        | Heavy<br>Rehab | \$295,740         |
| RUSSELL ST   | CLAREMONT<br>BLVD                | EAST CITY<br>LIMIT<br>(DOMINGO<br>AVE) | 98  | 0.06        | Light<br>Mtce  | \$10,720          |
| RUSSELL ST   | MILVIA ST                        | ADELINE ST                             | 93  | 0.02        | Light<br>Mtce  | \$3,680           |
| SHATTUCK AVE | ALLSTON WAY                      | DWIGHT<br>WAY                          | 45  | 0.38        | Heavy<br>Rehab | \$2,273,700       |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| Street Name     | From                         | To              | PCI | Mile age | Treat ment  | Estimated Cost |
|-----------------|------------------------------|-----------------|-----|----------|-------------|----------------|
| SHATTUCK AVE    | DWIGHT WAY                   | WARD ST         | 44  | 0.32     | Heavy Rehab | \$1,420,400    |
| SHATTUCK AVE    | LOS ANGELES AVE              | EUNICE ST       | 69  | 0.30     | Heavy Mtce  | \$318,000      |
| SHATTUCK AVE    | MARIN AVE                    | LOS ANGELES AVE | 76  | 0.18     | Light Mtce  | \$20,264       |
| SONOMA AVE      | WEST CITY LIMIT (TULARE AVE) | JOSEPHINE ST    | 69  | 0.37     | Heavy Mtce  | \$474,000      |
| TACOMA AVE      | COLUSA AVE                   | THE ALAMEDA     | 51  | 0.19     | Heavy Rehab | \$463,803      |
| THE PLAZA DR    | ENCINA PL                    | PARKSIDE DR     | 76  | 0.26     | Light Mtce  | \$49,064       |
| VASSAR AVE (NB) | NORTH CITY LIMIT (KENTUCKY)  | KENTUCKY AVE    | 73  | 0.07     | Heavy Mtce  | \$47,460       |
| VERMONT AVE     | NORTH WEST DEAD END (RUGBY)  | MARYLAND AVE    | 93  | 0.15     | Light Mtce  | \$15,736       |
| VIRGINIA ST     | MARTIN LUTHER KING JR WAY    | MILVIA ST       | 64  | 0.13     | Heavy Mtce  | \$163,200      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| Street Name  | From        | To              | PCI | Mile<br>age | Treat<br>ment  | Estimated<br>Cost   |
|--------------|-------------|-----------------|-----|-------------|----------------|---------------------|
| WOOLSEY ST   | ADELINE ST  | TREMONT<br>ST   | 82  | 0.11        | Light<br>Mtce  | \$22,400            |
| WOOLSEY ST   | TREMONT ST  | SHATTUCK<br>AVE | 51  | 0.11        | Heavy<br>Rehab | \$429,618           |
| YOLO AVE     | MILVIA ST   | SUTTER ST       | 85  | 0.07        | Light<br>Mtce  | \$12,000            |
| YOLO AVE     | THE ALAMEDA | MILVIA ST       | 85  | 0.11        | Light<br>Mtce  | \$18,240            |
| <b>TOTAL</b> |             |                 |     | <b>9.97</b> |                | <b>\$17,360,697</b> |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027**

60 Sections | \$17,360,697 | 9.97 miles

| <b>Functional Class</b> | <b>Cost</b>  | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-------------------------|--------------|---------------|--------------|----------------|
| Arterials               | \$3,694,100  | 21%           | 0.69         | 7%             |
| Collectors              | \$1,149,140  | 7%            | 1.08         | 11%            |
| Residentials            | \$12,517,457 | 72%           | 8.20         | 82%            |

| <b>Policy Category</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|------------------------|-------------|---------------|--------------|----------------|
| Equity Zone            | \$3,844,874 | 22%           | 0.92         | 9%             |
| Bikeways               | \$8,164,586 | 47%           | 3.91         | 39%            |
| Bus Route              | \$4,760,702 | 27%           | 1.62         | 16%            |
| High-Injury Streets    | \$5,080,427 | 29%           | 2.33         | 23%            |

| <b>District</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-----------------|-------------|---------------|--------------|----------------|
| District 1      | \$8,521,926 | 49%           | 3.12         | 31%            |
| District 2      | \$55,088    | 0%            | 0.42         | 4%             |
| District 3      | \$2,171,838 | 13%           | 0.65         | 7%             |
| District 4      | \$2,730,036 | 16%           | 0.63         | 6%             |
| District 5      | \$2,520,895 | 15%           | 2.44         | 24%            |
| District 6      | \$1,124,378 | 6%            | 1.43         | 14%            |
| District 7      | \$57,600    | 0%            | 0.23         | 2%             |
| District 8      | \$178,936   | 1%            | 1.06         | 11%            |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2028**

67 Sections | \$17,051,650 | 9.84 miles

| Street Name | From                          | To             | PCI | Mile age | Treat ment  | Estimated Cost |
|-------------|-------------------------------|----------------|-----|----------|-------------|----------------|
| 5TH ST      | HARRISON ST                   | CAMELIA ST     | 77  | 0.25     | Light Mtce  | \$41,760       |
| 5TH ST      | NORTH CITY LIMIT              | HARRISON ST    | 74  | 0.08     | Heavy Mtce  | \$109,320      |
| 63RD ST     | WEST CITY LIMIT (CALIFORNIA ) | ADELINE ST     | 35  | 0.19     | Heavy Rehab | \$636,000      |
| 6TH ST      | ALLSTON WAY                   | DWIGHT WAY     | 86  | 0.37     | Light Mtce  | \$125,112      |
| 6TH ST      | CAMELIA ST                    | CEDAR ST       | 71  | 0.25     | Heavy Mtce  | \$422,400      |
| 6TH ST      | CEDAR ST                      | VIRGINIA ST    | 50  | 0.13     | Heavy Rehab | \$703,575      |
| 6TH ST      | GILMAN ST                     | CAMELIA ST     | 79  | 0.12     | Light Mtce  | \$40,956       |
| 6TH ST      | NORTH CITY LIMIT              | GILMAN ST      | 76  | 0.22     | Light Mtce  | \$42,560       |
| 6TH ST      | UNIVERSITY AVE                | ALLSTON WAY    | 75  | 0.19     | Light Mtce  | \$64,000       |
| 6TH ST      | VIRGINIA ST                   | UNIVERSITY AVE | 57  | 0.31     | Light Rehab | \$1,320,848    |
| 8TH ST      | CARLETON ST                   | PARDEE ST      | 35  | 0.06     | Heavy Rehab | \$182,532      |
| 8TH ST      | DWIGHT WAY                    | PARKER ST      | 82  | 0.13     | Light Mtce  | \$21,120       |
| 8TH ST      | PARDEE ST                     | HEINZ AVE      | 76  | 0.18     | Light Mtce  | \$30,784       |
| 8TH ST      | PARKER ST                     | CARLETON ST    | 69  | 0.10     | Light Rehab | \$247,752      |
| BERRYMAN ST | MARTIN LUTHER KING JR WAY     | MILVIA ST      | 75  | 0.12     | Light Mtce  | \$20,480       |
| BONITA AVE  | VINE ST                       | CEDAR ST       | 77  | 0.12     | Light Mtce  | \$20,960       |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2028**

67 Sections | \$17,051,650 | 9.84 miles

| Street Name        | From                      | To                       | PCI | Mile age | Treat ment  | Estimated Cost |
|--------------------|---------------------------|--------------------------|-----|----------|-------------|----------------|
| BROOKSIDE AVE      | CLAREMONT AVE             | DEAD END (CLAREMONT AVE) | 88  | 0.08     | Light Mtce  | \$9,816        |
| BURNETT ST         | MABEL ST                  | ACTON ST                 | 69  | 0.13     | Light       | \$349,184      |
| CAMPUS DR          | AVENIDA DR                | PARNASSUS RD             | 83  | 0.10     | Light Mtce  | \$11,520       |
| CAMPUS DR          | PARNASSUS RD              | DEAD END, U C PLOT 82    | 83  | 0.14     | Light Mtce  | \$12,832       |
| CEDAR ST           | MARTIN LUTHER KING JR WAY | MILVIA ST                | 83  | 0.13     | Light Mtce  | \$31,920       |
| CEDAR ST           | MILVIA ST                 | SHATTUCK AVE             | 83  | 0.13     | Light Mtce  | \$31,680       |
| CEDAR ST           | OXFORD ST                 | SPRUCE ST                | 80  | 0.06     | Light Mtce  | \$16,080       |
| CEDAR ST           | SHATTUCK AVE              | OXFORD ST                | 80  | 0.12     | Light Mtce  | \$32,172       |
| CLAREMONT CRESCENT | CLAREMONT AVE             | ASHBY AVE                | 81  | 0.08     | Light Mtce  | \$8,744        |
| CORNELL AVE        | CEDAR ST                  | VIRGINIA ST              | 91  | 0.13     | Light Mtce  | \$17,600       |
| CORNELL AVE        | HOPKINS ST                | CEDAR ST                 | 91  | 0.07     | Light Mtce  | \$8,888        |
| CORNELL AVE        | PAGE ST                   | HOPKINS ST               | 67  | 0.12     | Light Rehab | \$258,292      |
| CRAGMONT AVE       | EUCLID AVE                | BRET HARTE RD            | 77  | 0.27     | Light Mtce  | \$25,240       |
| CRAGMONT AVE       | SANTA BARBARA RD          | EUCLID AVE               | 81  | 0.16     | Light Mtce  | \$16,224       |
| DELAWARE ST        | 6TH ST                    | 9TH ST                   | 67  | 0.18     | Heavy Mtce  | \$305,580      |
| DELAWARE ST        | 9TH ST                    | SAN PABLO AVE            | 67  | 0.13     | Heavy Mtce  | \$214,400      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2028**

67 Sections | \$17,051,650 | 9.84 miles

| Street Name       | From          | To                      | PCI | Mile age | Treat ment  | Estimated Cost |
|-------------------|---------------|-------------------------|-----|----------|-------------|----------------|
| DWIGHT CRESCENT   | 6TH ST        | 7TH ST                  | 91  | 0.08     | Light Mtce  | \$25,200       |
| EAST PARNASSUS CT | PARNASSUS RD  | DEAD END (PARNASSUS RD) | 79  | 0.04     | Light Mtce  | \$4,104        |
| ETON AVE          | WOOLSEY ST    | CLAREMONT AVE           | 78  | 0.14     | Light Mtce  | \$24,000       |
| GLEN AVE          | OAK ST        | EUNICE ST               | 83  | 0.10     | Light Mtce  | \$12,688       |
| HILGARD AVE       | EUCLID AVE    | LA LOMA AVE             | 77  | 0.20     | Light Mtce  | \$32,664       |
| HILGARD AVE       | LA LOMA AVE   | LA VEREDA RD            | 85  | 0.09     | Light Mtce  | \$12,032       |
| HILGARD AVE       | LA VEREDA RD  | DEAD END                | 87  | 0.04     | Light Mtce  | \$4,688        |
| HOPKINS ST        | CARLOTTA AVE  | JOSEPHINE ST            | 34  | 0.29     | Heavy Rehab | \$1,212,375    |
| HOPKINS ST        | GILMAN ST     | SACRAMENTO ST           | 19  | 0.10     | Reconstruct | \$563,920      |
| HOPKINS ST        | HOPKINS CT    | MONTEREY AVE            | 40  | 0.05     | Heavy Rehab | \$159,000      |
| HOPKINS ST        | JOSEPHINE ST  | THE ALAMEDA             | 39  | 0.06     | Heavy Rehab | \$355,047      |
| HOPKINS ST        | MC GEE AVE    | CARLOTTA AVE            | 33  | 0.06     | Heavy Rehab | \$254,400      |
| HOPKINS ST        | MONTEREY AVE  | MC GEE AVE              | 38  | 0.05     | Heavy Rehab | \$176,649      |
| HOPKINS ST        | NORTHSIDE AVE | PERALTA AVE             | 66  | 0.08     | Heavy Mtce  | \$127,140      |
| HOPKINS ST        | PERALTA AVE   | GILMAN ST               | 43  | 0.25     | Heavy Rehab | \$842,700      |
| HOPKINS ST        | SACRAMENTO ST | HOPKINS CT              | 39  | 0.04     | Heavy Rehab | \$127,200      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2028**

67 Sections | \$17,051,650 | 9.84 miles

| Street Name    | From                      | To             | PCI | Mile age | Treat ment   | Estimated Cost |
|----------------|---------------------------|----------------|-----|----------|--------------|----------------|
| HOPKINS ST     | SAN PABLO AVE             | STANNAGE AVE   | 46  | 0.09     | Heavy Rehab  | \$353,298      |
| HOPKINS ST     | STANNAGE AVE              | NORTHSIDE AVE  | 61  | 0.17     | Heavy Mtce   | \$244,020      |
| HOPKINS ST     | THE ALAMEDA               | SUTTER ST      | 39  | 0.26     | Reconstruc t | \$2,438,422    |
| MENLO PL       | THOUSAND OAKS BLVD        | SANTA ROSA AVE | 82  | 0.09     | Light Mtce   | \$10,448       |
| PARNASSUS RD   | DEL MAR AVE               | CAMPUS DR      | 83  | 0.22     | Light Mtce   | \$24,424       |
| RIDGE RD       | EUCLID AVE                | LA LOMA AVE    | 83  | 0.18     | Light Mtce   | \$31,200       |
| RIDGE RD       | LA LOMA AVE               | HIGHLAND PL    | 81  | 0.06     | Light Mtce   | \$9,664        |
| RIDGE RD       | SCENIC AVE                | EUCLID AVE     | 76  | 0.13     | Light Mtce   | \$21,440       |
| ROSE ST        | MARTIN LUTHER KING JR WAY | MILVIA ST      | 85  | 0.13     | Light Mtce   | \$35,460       |
| RUSSELL ST     | COLLEGE AVE               | PIEDMONT AVE   | 52  | 0.11     | Heavy Rehab  | \$372,060      |
| THE ALAMEDA    | TACOMA AVE                | SOLANO AVE     | 86  | 0.24     | Light Mtce   | \$40,000       |
| UNIVERSITY AVE | 6TH ST                    | SAN PABLO AVE  | 65  | 0.31     | Heavy Mtce   | \$677,040      |
| VIRGINIA ST    | 2ND ST                    | 6TH ST         | 33  | 0.25     | Heavy Rehab  | \$842,700      |
| VIRGINIA ST    | 6TH ST                    | SAN PABLO AVE  | 28  | 0.31     | Heavy Rehab  | \$1,049,400    |
| VIRGINIA ST    | ARCH ST                   | EUCLID AVE     | 64  | 0.20     | Heavy Mtce   | \$254,400      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2028**

67 Sections | \$17,051,650 | 9.84 miles

| <b>Street Name</b>   | <b>From</b>       | <b>To</b>       | <b>PCI</b> | <b>Mile<br/>age</b> | <b>Treat<br/>ment</b> | <b>Estimated<br/>Cost</b> |
|----------------------|-------------------|-----------------|------------|---------------------|-----------------------|---------------------------|
| VIRGINIA ST          | MILVIA ST         | SHATTUCK<br>AVE | 66         | 0.12                | Light Mtce            | \$22,140                  |
| VIRGINIA ST          | SHATTUCK<br>AVE   | SPRUCE ST       | 58         | 0.19                | Light<br>Rehab        | \$496,000                 |
| WEST<br>PARNASSUS CT | PARNASSUS<br>PATH | PARNASSUS<br>RD | 78         | 0.04                | Light Mtce            | \$4,496                   |
| WOOLSEY ST           | SACRAMENT<br>O ST | KING ST         | 46         | 0.24                | Heavy<br>Rehab        | \$810,900                 |
| <b>TOTAL</b>         |                   |                 |            | <b>9.84</b>         |                       | <b>\$17,051,650</b>       |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2028**

67 Sections | \$17,051,650 | 9.84 miles

| <b>Functional Class</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-------------------------|-------------|---------------|--------------|----------------|
| Arterials               | \$804,240   | 5%            | 0.35         | 4%             |
| Collectors              | \$7,965,276 | 47%           | 3.08         | 31%            |
| Residentials            | \$8,282,134 | 49%           | 6.41         | 65%            |

| <b>Policy Category</b> | <b>Cost</b>  | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|------------------------|--------------|---------------|--------------|----------------|
| Equity Zone            | \$8,028,527  | 47%           | 3.54         | 36%            |
| Bikeways               | \$12,233,084 | 72%           | 4.20         | 43%            |
| Bus Route              | \$6,227,722  | 37%           | 2.40         | 24%            |
| High-Injury Streets    | \$6,310,326  | 37%           | 2.78         | 28%            |

| <b>District</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-----------------|-------------|---------------|--------------|----------------|
| District 1      | \$7,911,477 | 46%           | 3.40         | 35%            |
| District 2      | \$1,384,204 | 8%            | 1.40         | 14%            |
| District 3      | \$1,446,900 | 8%            | 0.43         | 4%             |
| District 4      | \$318,026   | 2%            | 0.40         | 4%             |
| District 5      | \$4,842,767 | 28%           | 1.71         | 17%            |
| District 6      | \$733,656   | 4%            | 2.11         | 21%            |
| District 8      | \$414,620   | 2%            | 0.41         | 4%             |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2029**

63 Sections | \$17,870,774 | 8.28 miles

| Street Name     | From                     | To                  | PCI | Mile age | Treat ment   | Estimated Cost |
|-----------------|--------------------------|---------------------|-----|----------|--------------|----------------|
| 4TH ST          | CAMELIA ST               | CEDAR ST            | 64  | 0.25     | Light        | \$659,680      |
| 4TH ST          | CEDAR ST                 | VIRGINIA ST         | 50  | 0.13     | Heavy Rehab  | \$422,940      |
| 4TH ST          | CHANNING WAY             | DWIGHT WAY          | 61  | 0.12     | Heavy Rehab  | \$391,140      |
| 4TH ST          | VIRGINIA ST              | DELAWARE ST         | 80  | 0.13     | Light Mtce   | \$21,280       |
| 5TH ST          | CEDAR ST                 | VIRGINIA ST         | 64  | 0.13     | Light        | \$409,200      |
| 5TH ST          | UNIVERSITY AVE           | DWIGHT WAY          | 23  | 0.57     | Reconst ruct | \$3,004,470    |
| 5TH ST          | VIRGINIA ST              | UNIVERSITY AVE      | 64  | 0.29     | Heavy Mtce   | \$454,667      |
| ALCATRAZ AVE    | WEST CITY LIMIT          | SACRAMENT O ST      | 80  | 0.19     | Light Mtce   | \$54,660       |
| AVENIDA DR      | CAMPUS DR                | QUEENS RD           | 71  | 0.08     | Light        | \$405,604      |
| AVENIDA DR      | QUEENS RD                | GRIZZLY PEAK BLVD   | 37  | 0.25     | Heavy Rehab  | \$557,454      |
| BRIDGE RD       | ALVARADO RD              | TUNNEL RD           | 81  | 0.09     | Light Mtce   | \$9,600        |
| BUENA AVE       | WEST DEAD END (HOLLY ST) | MCGEE AVE           | 81  | 0.17     | Light Mtce   | \$29,728       |
| CAMPUS DR       | QUAIL AVE                | GLENDALE AVE        | 41  | 0.09     | Heavy Rehab  | \$190,800      |
| CAMPUS DR       | SHASTA RD                | QUAIL AVE           | 38  | 0.07     | Heavy Rehab  | \$143,736      |
| CARLETON ST     | SAN PABLO AVE            | MATHEWS ST          | 68  | 0.09     | Light Rehab  | \$248,000      |
| CHANNING WAY    | 10TH ST                  | SAN PABLO AVE       | 42  | 0.06     | Heavy Rehab  | \$209,880      |
| CODORNICES RD   | DEAD END (EUCLID AVE)    | EUCLID AVE          | 66  | 0.11     | Light Rehab  | \$124,000      |
| EUCLID AVE (NB) | BEG OF DIVIDED ROAD      | END OF DIVIDED ROAD | 70  | 0.16     | Heavy Mtce   | \$102,000      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2029**

63 Sections | \$17,870,774 | 8.28 miles

| Street Name       | From                   | To                  | PCI | Mile age | Treat ment   | Estimated Cost |
|-------------------|------------------------|---------------------|-----|----------|--------------|----------------|
| EUCLID AVE (SB)   | BEG OF DIVIDED ROAD    | END OF DIVIDED ROAD | 64  | 0.16     | Light Rehab  | \$360,840      |
| FOLGER AVE        | WEST END               | HOLLIS ST           | 90  | 0.07     | Light        | \$13,624       |
| FRANCISCO ST      | MARTIN LUTHER KING JR  | MILVIA ST           | 24  | 0.13     | Reconst ruct | \$712,880      |
| FRANCISCO ST      | MILVIA ST              | SHATTUCK AVE        | 23  | 0.13     | Reconst ruct | \$712,880      |
| GRANT ST          | ADDISON ST             | ALLSTON WAY         | 29  | 0.13     | Heavy Rehab  | \$493,377      |
| GRANT ST          | ALLSTON WAY            | BANCROFT WAY        | 81  | 0.13     | Light Mtce   | \$28,134       |
| GRANT ST          | BANCROFT WAY           | CHANNING WAY        | 36  | 0.13     | Heavy Rehab  | \$497,034      |
| GRANT ST          | CEDAR ST               | LINCOLN ST          | 45  | 0.06     | Light        | \$157,728      |
| GRANT ST          | CHANNING WAY           | DWIGHT WAY          | 71  | 0.13     | Light Mtce   | \$27,927       |
| GRANT ST          | DWIGHT WAY             | OREGON ST           | 29  | 0.43     | Heavy Rehab  | \$1,441,176    |
| GRANT ST          | FRANCISCO ST           | OHLONE PARK         | 95  | 0.10     | Light Mtce   | \$18,900       |
| GRANT ST          | HEARST AVE             | UNIVERSITY AVE      | 64  | 0.11     | Heavy Mtce   | \$144,000      |
| GRANT ST          | LINCOLN ST             | VIRGINIA ST         | 41  | 0.06     | Heavy Rehab  | \$203,520      |
| GRANT ST          | NORTH END (GROVE PARK) | ROSE ST             | 42  | 0.06     | Heavy Rehab  | \$197,160      |
| GRANT ST          | NORTH END (GROVE PARK) | RUSSELL ST          | 37  | 0.04     | Heavy Rehab  | \$124,656      |
| GRANT ST          | ROSE ST                | CEDAR ST            | 57  | 0.25     | Heavy        | \$318,000      |
| GRANT ST          | UNIVERSITY AVE         | ADDISON ST          | 87  | 0.06     | Light Mtce   | \$14,067       |
| GRANT ST          | VIRGINIA ST            | FRANCISCO ST        | 22  | 0.06     | Reconst ruct | \$338,352      |
| HAWTHORNE TERRACE | EUCLID AVE             | CEDAR ST            | 76  | 0.28     | Light Mtce   | \$31,248       |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2029**

63 Sections | \$17,870,774 | 8.28 miles

| Street Name     | From                      | To                         | PCI | Mile age | Treat ment  | Estimated Cost |
|-----------------|---------------------------|----------------------------|-----|----------|-------------|----------------|
| HEARST AVE      | HENRY ST                  | SHATTUCK AVE               | 85  | 0.06     | Light Mtce  | \$26,208       |
| HEARST AVE      | MARTIN LUTHER KING JR     | MILVIA ST                  | 42  | 0.13     | Heavy Rehab | \$402,447      |
| HEARST AVE      | MILVIA ST                 | HENRY ST                   | 90  | 0.06     | Light       | \$23,218       |
| HEARST AVE      | OXFORD ST                 | SPRUCE ST                  | 89  | 0.05     | Light       | \$20,943       |
| HEARST AVE      | SACRAMENT O ST            | CALIFORNIA ST              | 56  | 0.11     | Heavy Mtce  | \$144,000      |
| HEARST AVE      | SHATTUCK AVE              | WALNUT ST                  | 85  | 0.06     | Light Mtce  | \$26,754       |
| HEARST AVE      | SPRUCE ST                 | ARCH ST                    | 84  | 0.08     | Light       | \$34,372       |
| HEARST AVE      | WALNUT ST                 | OXFORD ST                  | 80  | 0.07     | Light       | \$29,224       |
| JONES ST        | EASTSHORE HWY             | 2ND ST                     | 90  | 0.05     | Light Mtce  | \$12,192       |
| KEELER AVE      | STERLING AVE              | BRET HARTE RD              | 36  | 0.08     | Heavy Rehab | \$141,192      |
| KING ST         | FAIRVIEW ST               | SOUTH CITY LIMIT (62ND ST) | 72  | 0.28     | Heavy Mtce  | \$369,960      |
| LOS ANGELES AVE | CONTRA COSTA AVE          | THE CIRCLE                 | 66  | 0.16     | Light Rehab | \$279,372      |
| MENLO PL        | SANTA ROSA AVE            | THE ALAMEDA                | 86  | 0.09     | Light Mtce  | \$9,600        |
| NORTHGATE AVE   | DEAD END (NORTHGATE PATH) | SHASTA RD                  | 85  | 0.17     | Light Mtce  | \$16,424       |
| PORTLAND AVE    | WEST CITY LIMIT (NEILSON) | COLUSA AVE                 | 50  | 0.24     | Heavy Rehab | \$795,000      |
| ROSE ST         | MILVIA ST                 | SHATTUCK AVE               | 82  | 0.13     | Light Mtce  | \$36,000       |
| RUSSELL ST      | BENVENUE AVE              | COLLEGE AVE                | 85  | 0.07     | Light Mtce  | \$11,200       |
| SHATTUCK AVE    | WARD ST                   | ASHBY AVE                  | 41  | 0.29     | Heavy Mtce  | \$463,020      |
| STANTON ST      | RUSSELL ST                | ASHBY AVE                  | 69  | 0.11     | Heavy       | \$97,020       |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2029**

63 Sections | \$17,870,774 | 8.28 miles

| Street Name       | From                                | To                                   | PCI | Mile age    | Treat ment     | Estimated Cost      |
|-------------------|-------------------------------------|--------------------------------------|-----|-------------|----------------|---------------------|
| THE CIRCLE        | INTERSECTI<br>ON MARIN<br>AVE, ETC. | INTERSECTI<br>ON<br>ARLINGTON<br>AVE | 70  | 0.05        | Light<br>Rehab | \$169,384           |
| UNIVERSITY<br>AVE | 3RD ST                              | 5TH ST                               | 64  | 0.10        | Light<br>Rehab | \$651,000           |
| UNIVERSITY<br>AVE | 5TH ST                              | 6TH ST                               | 63  | 0.04        | Heavy<br>Mtce  | \$123,200           |
| VIRGINIA ST       | EUCLID AVE                          | LA LOMA<br>AVE                       | 43  | 0.19        | Heavy<br>Rehab | \$600,543           |
| VIRGINIA ST       | LA LOMA<br>AVE                      | DEAD END<br>(AT LA<br>VEREDA)        | 80  | 0.04        | Light<br>Mtce  | \$3,320             |
| VIRGINIA ST       | SPRUCE ST                           | ARCH ST                              | 59  | 0.09        | Heavy          | \$108,000           |
| WEBSTER ST        | REGENT ST                           | DEAD END                             | 77  | 0.03        | Light          | \$2,840             |
| <b>TOTAL</b>      |                                     |                                      |     | <b>8.28</b> |                | <b>\$17,870,774</b> |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2029**

63 Sections | \$17,870,774 | 8.28 miles

| <b>Functional Class</b> | <b>Cost</b>  | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-------------------------|--------------|---------------|--------------|----------------|
| Arterials               | \$1,506,750  | 8%            | 0.70         | 8%             |
| Collectors              | \$1,088,820  | 6%            | 0.83         | 10%            |
| Residentials            | \$15,275,205 | 85%           | 6.75         | 82%            |

| <b>Policy Category</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|------------------------|-------------|---------------|--------------|----------------|
| Equity Zone            | \$6,413,689 | 36%           | 2.19         | 26%            |
| Bikeways               | \$9,183,510 | 51%           | 4.38         | 53%            |
| Bus Route              | \$3,278,331 | 18%           | 1.54         | 19%            |
| High-Injury Streets    | \$1,792,226 | 10%           | 1.40         | 17%            |

| <b>District</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-----------------|-------------|---------------|--------------|----------------|
| District 1      | \$3,373,559 | 19%           | 1.56         | 19%            |
| District 2      | \$4,405,894 | 25%           | 1.28         | 15%            |
| District 3      | \$2,398,812 | 13%           | 1.04         | 13%            |
| District 4      | \$2,994,150 | 17%           | 1.20         | 15%            |
| District 5      | \$1,936,244 | 11%           | 1.30         | 16%            |
| District 6      | \$2,710,819 | 15%           | 1.66         | 20%            |
| District 7      | \$27,658    | 0%            | 0.06         | 1%             |
| District 8      | \$23,640    | 0%            | 0.18         | 2%             |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2030**  
 66 Sections | \$17,957,460 | 11.33 miles

| Street Name | From                  | To                                  | PCI | Mile age | Treat ment      | Estimated Cost |
|-------------|-----------------------|-------------------------------------|-----|----------|-----------------|----------------|
| 10TH ST     | DWIGHT WAY            | PARKER ST                           | 17  | 0.13     | Reconstr<br>uct | \$702,240      |
| 10TH ST     | UNIVERSITY AVE        | DWIGHT WAY                          | 84  | 0.57     | Light<br>Mtce   | \$96,160       |
| 4TH ST      | HARRISON ST           | GILMAN ST                           | 73  | 0.13     | Light<br>Rehab  | \$327,360      |
| 7TH ST      | BANCROFT WAY          | DWIGHT WAY                          | 35  | 0.25     | Heavy<br>Rehab  | \$845,880      |
| 7TH ST      | DWIGHT WAY            | GRAYSON ST                          | 63  | 0.35     | Heavy<br>Mtce   | \$504,000      |
| 7TH ST      | GRAYSON ST            | HEINZ AVE                           | 65  | 0.13     | Heavy<br>Mtce   | \$188,580      |
| 7TH ST      | HEINZ AVE             | ASHBY AVE                           | 69  | 0.19     | Light<br>Mtce   | \$61,944       |
| 7TH ST      | UNIVERSITY AVE        | BANCROFT WAY                        | 22  | 0.32     | Reconstr<br>uct | \$1,776,880    |
| 9TH ST      | BANCROFT WAY          | CHANNING WAY                        | 75  | 0.13     | Light<br>Mtce   | \$30,080       |
| 9TH ST      | CHANNING WAY          | DWIGHT WAY                          | 84  | 0.13     | Light<br>Mtce   | \$28,368       |
| ALVARADO RD | BRIDGE RD             | NORTH CITY<br>LIMIT AB<br>WILLOW WK | 38  | 0.36     | Heavy<br>Rehab  | \$801,360      |
| ALVARADO RD | NORTH CITY<br>LIMIT   | BRIDGE RD                           | 85  | 0.09     | Light<br>Mtce   | \$9,600        |
| ALVARADO RD | TUNNEL RD             | NORTH CITY<br>LIMIT                 | 84  | 0.15     | Light<br>Mtce   | \$15,056       |
| BATEMAN ST  | 108 N/O<br>PRINCE ST  | WOOLSEY<br>ST                       | 79  | 0.06     | Light<br>Mtce   | \$5,736        |
| BATEMAN ST  | NORTH END             | 108 N/O<br>PRINCE ST                | 79  | 0.09     | Light<br>Mtce   | \$7,600        |
| BAY ST      | ASHBY AVE<br>OVERPASS | POTTER ST                           | 87  | 0.11     | Light<br>Mtce   | \$21,021       |
| BOWDITCH ST | BANCROFT<br>WAY       | DURANT<br>AVE                       | 25  | 0.06     | Reconstr<br>uct | \$351,120      |
| BOWDITCH ST | DURANT                | HASTE ST                            | 17  | 0.11     | Reconstr        | \$702,240      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2030**  
 66 Sections | \$17,957,460 | 11.33 miles

| Street Name      | From           | To               | PCI | Mile age | Treat ment  | Estimated Cost |
|------------------|----------------|------------------|-----|----------|-------------|----------------|
| BOWDITCH ST      | HASTE ST       | DWIGHT WAY       | 40  | 0.06     | Heavy Rehab | \$209,880      |
| CAMELIA ST       | SAN PABLO AVE  | SANTA FE AVE     | 81  | 0.20     | Light Mtce  | \$33,600       |
| CENTER ST        | KALA BAGAI WAY | OXFORD ST        | 78  | 0.09     | Light Mtce  | \$20,888       |
| CLAREMONT BLVD   | BELROSE AVE    | CLAREMONT AVE    | 89  | 0.17     | Light Mtce  | \$43,164       |
| CONTRA COSTA AVE | SOLANO AVE     | LOS ANGELES AVE  | 88  | 0.04     | Light Mtce  | \$4,104        |
| CONTRA COSTA AVE | YOSEMITE RD    | SOLANO AVE       | 82  | 0.45     | Light Mtce  | \$42,216       |
| DURANT AVE       | BOWDITCH ST    | COLLEGE AVE      | 61  | 0.13     | Heavy Rehab | \$568,107      |
| DURANT AVE       | FULTON ST      | BOWDITCH ST      | 52  | 0.50     | Heavy Rehab | \$2,247,200    |
| DWIGHT WAY       | SAN PABLO AVE  | SACRAMENT O ST   | 51  | 0.46     | Heavy Rehab | \$1,545,480    |
| ELLIS ST         | RUSSELL ST     | ASHBY AVE        | 38  | 0.12     | Heavy Rehab | \$424,848      |
| EUCALYPTUS RD    | HILLCREST RD   | SOUTH CITY LIMIT | 51  | 0.08     | Heavy Rehab | \$194,298      |
| FULTON ST        | PARKER ST      | STUART ST        | 94  | 0.25     | Light       | \$42,176       |
| FULTON ST        | STUART ST      | ASHBY AVE        | 78  | 0.22     | Light       | \$37,312       |
| HARPER ST        | ASHBY AVE      | WOOLSEY ST       | 51  | 0.18     | Heavy Rehab | \$594,660      |
| HARRISON ST      | 8TH ST         | SAN PABLO AVE    | 74  | 0.19     | Heavy Mtce  | \$231,000      |
| HARRISON ST      | SAN PABLO AVE  | STANNAGE AVE     | 73  | 0.09     | Heavy Mtce  | \$118,800      |
| HOPKINS CT       | ALBINA AVE     | HOPKINS ST       | 79  | 0.09     | Light       | \$11,104       |
| JONES ST         | 4TH ST         | 6TH ST           | 93  | 0.13     | Light       | \$21,920       |
| JONES ST         | 6TH ST         | SAN PABLO AVE    | 65  | 0.31     | Light Rehab | \$818,400      |
| KITTREDGE ST     | MILVIA ST      | SHATTUCK AVE     | 40  | 0.13     | Heavy Rehab | \$448,380      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2030**

66 Sections | \$17,957,460 | 11.33 miles

| Street Name  | From                                    | To                                      | PCI | Mile<br>age | Treat<br>ment  | Estimated<br>Cost |
|--------------|-----------------------------------------|-----------------------------------------|-----|-------------|----------------|-------------------|
| LA VEREDA RD | CEDAR ST                                | DEAD END<br>ABOVE<br>VIRGINIA ST        | 70  | 0.14        | Light<br>Rehab | \$203,360         |
| LA VEREDA RD | LA LOMA<br>AVE                          | CEDAR ST                                | 71  | 0.10        | Light<br>Rehab | \$136,400         |
| LE ROY AVE   | CEDAR ST                                | HILGARD<br>AVE                          | 75  | 0.06        | Light<br>Mtce  | \$8,000           |
| LE ROY AVE   | HAWTHORN<br>E TERRACE                   | CEDAR ST                                | 82  | 0.23        | Light<br>Mtce  | \$32,928          |
| LINCOLN ST   | SACRAMENT<br>O ST                       | GRANT ST                                | 78  | 0.37        | Light<br>Mtce  | \$61,920          |
| MILVIA ST    | HOPKINS ST                              | YOLO AVE                                | 80  | 0.08        | Light          | \$12,368          |
| PAGE ST      | 10TH ST                                 | SAN PABLO<br>AVE                        | 48  | 0.06        | Heavy<br>Rehab | \$177,444         |
| PAGE ST      | SAN PABLO<br>AVE                        | CORNELL<br>AVE                          | 36  | 0.14        | Heavy<br>Rehab | \$486,540         |
| PARKER ST    | 374' E/O<br>MARTIN<br>LUTHER<br>KING JR | MILVIA ST                               | 76  | 0.06        | Light<br>Mtce  | \$12,222          |
| PARKER ST    | COLLEGE<br>AVE                          | PIEDMONT<br>AVE                         | 87  | 0.13        | Light<br>Mtce  | \$21,280          |
| PARKER ST    | MARTIN<br>LUTHER<br>KING JR<br>WAY      | 374' E/O<br>MARTIN<br>LUTHER<br>KING JR | 60  | 0.07        | Light<br>Rehab | \$216,421         |
| PARKER ST    | MILVIA ST                               | SHATTUCK<br>AVE                         | 77  | 0.14        | Light<br>Mtce  | \$26,800          |
| PARKER ST    | PIEDMONT<br>AVE                         | WARRING<br>ST                           | 84  | 0.06        | Light<br>Mtce  | \$10,400          |
| POTTER ST    | 3RD ST<br>(WEST END)                    | 9TH ST                                  | 80  | 0.32        | Light<br>Mtce  | \$51,376          |
| POTTER ST    | BAY ST                                  | I-80<br>FREEWAY<br>RAMP                 | 85  | 0.13        | Light<br>Mtce  | \$26,286          |
| QUAIL AVE    | NORTHGATE<br>AVE                        | CAMPUS DR                               | 80  | 0.06        | Light<br>Mtce  | \$6,344           |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2030**  
 66 Sections | \$17,957,460 | 11.33 miles

| Street Name    | From               | To                          | PCI | Mile age     | Treat ment   | Estimated Cost      |
|----------------|--------------------|-----------------------------|-----|--------------|--------------|---------------------|
| SANTA ROSA AVE | MENLO PLACE        | THOUSAND OAKS BLVD          | 78  | 0.09         | Light Mtce   | \$8,896             |
| SANTA ROSA AVE | THOUSAND OAKS BLVD | SAN LORENZO AVE             | 78  | 0.24         | Light Mtce   | \$27,304            |
| SOMERSET PL    | SOUTHAMPTON AVE    | DEAD END (JOHN HINKEL PARK) | 78  | 0.08         | Light Mtce   | \$8,304             |
| STANNAGE AVE   | GILMAN ST          | HOPKINS ST                  | 73  | 0.34         | Heavy Mtce   | \$360,000           |
| STANNAGE AVE   | HOPKINS ST         | CEDAR ST                    | 50  | 0.04         | Heavy Rehab  | \$111,300           |
| STANNAGE AVE   | NORTH CITY LIMIT   | GILMAN ST                   | 79  | 0.13         | Light Mtce   | \$18,664            |
| THE UPLANDS    | CLAREMONT AVE      | ENCINA PL                   | 38  | 0.06         | Heavy Rehab  | \$316,569           |
| TULARE AVE     | SOLANO AVE         | SONOMA AVE                  | 93  | 0.32         | Light Mtce   | \$54,880            |
| WARRING ST     | DWIGHT             | DERBY ST                    | 88  | 0.24         | Light        | \$73,092            |
| WEBSTER ST     | DEAKIN ST          | TELEGRAPH AVE               | 77  | 0.13         | Light Mtce   | \$21,440            |
| WHITNEY ST     | WOOLSEY ST         | SOUTH CITY LIMIT            | 96  | 0.02         | Light Mtce   | \$4,160             |
| WOOLSEY ST     | COLLEGE AVE        | CLAREMONT AVE               | 28  | 0.24         | Reconstr uct | \$1,330,000         |
| <b>TOTAL</b>   |                    |                             |     | <b>11.33</b> |              | <b>\$17,957,460</b> |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2030**

66 Sections | \$17,957,460 | 11.33 miles

| <b>Functional Class</b> | <b>Cost</b>  | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-------------------------|--------------|---------------|--------------|----------------|
| Arterials               | \$1,592,787  | 9%            | 0.70         | 6%             |
| Collectors              | \$3,686,087  | 21%           | 1.71         | 15%            |
| Residentials            | \$12,678,586 | 71%           | 8.93         | 79%            |

| <b>Policy Category</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|------------------------|-------------|---------------|--------------|----------------|
| Equity Zone            | \$7,062,360 | 39%           | 2.79         | 25%            |
| Bikeways               | \$6,313,558 | 35%           | 3.45         | 30%            |
| Bus Route              | \$5,252,455 | 29%           | 2.26         | 20%            |
| High-Injury Streets    | \$2,858,471 | 16%           | 0.79         | 7%             |

| <b>District</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-----------------|-------------|---------------|--------------|----------------|
| District 1      | \$2,778,052 | 15%           | 2.23         | 20%            |
| District 2      | \$5,878,295 | 33%           | 3.21         | 28%            |
| District 3      | \$1,358,599 | 8%            | 1.06         | 9%             |
| District 4      | \$469,268   | 3%            | 0.23         | 2%             |
| District 5      | \$158,072   | 1%            | 1.30         | 11%            |
| District 6      | \$387,032   | 2%            | 0.60         | 5%             |
| District 7      | \$4,078,547 | 23%           | 0.86         | 8%             |
| District 8      | \$2,849,595 | 16%           | 1.84         | 16%            |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031**

97 Sections | \$18,380,381 | 15.72 miles

| Street Name      | From                     | To                       | PCI | Mile age | Treat ment  | Estimated Cost |
|------------------|--------------------------|--------------------------|-----|----------|-------------|----------------|
| ADDISON ST       | MARTIN LUTHER KING JR    | MILVIA ST                | 43  | 0.13     | Heavy Rehab | \$437,886      |
| ADDISON ST       | MILVIA ST                | SHATTUCK AVE             | 44  | 0.13     | Heavy Mtce  | \$144,667      |
| ALLSTON WAY      | SACRAMENT O ST           | MARTIN LUTHER KING JR    | 79  | 0.46     | Light Mtce  | \$77,600       |
| ASHBY PL         | ASHBY AVE & ELMWOOD AVE  | ASHBY AVE & PIEDMONT AVE | 83  | 0.07     | Light Mtce  | \$11,328       |
| BROOKSIDE CT     | DEAD END NR BROOKSIDE DR | BROOKSIDE DR             | 92  | 0.02     | Light Mtce  | \$2,344        |
| BROOKSIDE DR     | CLAREMONT AVE (N)        | CLAREMONT AVE (S)        | 88  | 0.10     | Light Mtce  | \$11,408       |
| CEDAR ST         | ACTON ST                 | SACRAMENT O ST           | 86  | 0.13     | Light Mtce  | \$30,144       |
| CEDAR ST         | CHESTNUT ST              | ACTON ST                 | 83  | 0.22     | Light Mtce  | \$56,232       |
| CEDAR ST         | SAN PABLO AVE            | CHESTNUT ST              | 74  | 0.28     | Light Rehab | \$757,020      |
| CHABOLYN TERRACE | SOUTH CITY LIMIT (W)     | SOUTH CITY LIMIT (E)     | 79  | 0.08     | Light Mtce  | \$9,704        |
| CHANNING WAY     | BOWDITCH ST              | COLLEGE AVE              | 64  | 0.13     | Heavy Mtce  | \$165,240      |
| CHANNING WAY     | COLLEGE AVE              | PIEDMONT AVE             | 54  | 0.12     | Heavy Mtce  | \$151,200      |
| CHANNING WAY     | DANA ST                  | BOWDITCH ST              | 67  | 0.25     | Light Mtce  | \$53,595       |
| CHANNING WAY     | FULTON ST                | DANA ST                  | 72  | 0.25     | Light Mtce  | \$48,240       |
| CHANNING WAY     | SHATTUCK AVE             | FULTON ST                | 85  | 0.11     | Light Mtce  | \$20,160       |
| DEL NORTE ST     | THE CIRCLE               | SUTTER ST                | 85  | 0.13     | Light Mtce  | \$25,752       |
| DERBY ST         | COLLEGE AVE              | PIEDMONT AVE             | 25  | 0.12     | Heavy Rehab | \$426,756      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031**

97 Sections | \$18,380,381 | 15.72 miles

| Street Name    | From                  | To                          | PCI | Mile age | Treat ment  | Estimated Cost |
|----------------|-----------------------|-----------------------------|-----|----------|-------------|----------------|
| DERBY ST       | MATHEWS ST            | MABEL ST                    | 93  | 0.12     | Light Mtce  | \$19,456       |
| DERBY ST       | PIEDMONT AVE          | WARRING ST                  | 24  | 0.06     | Heavy Rehab | \$210,481      |
| DERBY ST       | SAN PABLO AVE         | MATHEWS ST                  | 93  | 0.09     | Light Mtce  | \$14,560       |
| DERBY ST       | WARRING ST            | BELROSE AVE & TANGLEWOOD RD | 87  | 0.23     | Light Mtce  | \$62,660       |
| DWIGHT WAY     | BOWDITCH ST           | COLLEGE AVE                 | 69  | 0.13     | Light Mtce  | \$34,320       |
| DWIGHT WAY     | COLLEGE AVE           | PIEDMONT AVE (E)            | 80  | 0.15     | Light Mtce  | \$40,300       |
| DWIGHT WAY     | DANA ST               | TELEGRAPH AVE               | 69  | 0.13     | Heavy Mtce  | \$178,620      |
| DWIGHT WAY     | FULTON ST             | DANA ST                     | 78  | 0.25     | Light Mtce  | \$76,544       |
| DWIGHT WAY     | MARTIN LUTHER KING JR | MILVIA ST                   | 50  | 0.13     | Heavy Rehab | \$422,940      |
| DWIGHT WAY     | MILVIA WAY            | SHATTUCK AVE                | 50  | 0.13     | Heavy Mtce  | \$170,400      |
| DWIGHT WAY     | SHATTUCK AVE          | FULTON ST                   | 80  | 0.11     | Light Mtce  | \$34,658       |
| DWIGHT WAY     | TELEGRAPH AVE         | BOWDITCH ST                 | 78  | 0.13     | Light Mtce  | \$34,320       |
| EL CAMINO REAL | THE UPLANDS           | DEAD END ABOVE THE UPLANDS  | 78  | 0.09     | Light Mtce  | \$10,344       |
| EVELYN AVE     | NORTH CITY LIMIT      | SANTA FE AVE                | 83  | 0.17     | Light Mtce  | \$26,128       |
| FOREST AVE     | COLLEGE AVE           | CLAREMONT BLVD              | 30  | 0.36     | Heavy Rehab | \$1,192,500    |
| FRANKLIN ST    | FRANCISCO ST          | HEARST AVE                  | 76  | 0.14     | Light Mtce  | \$25,160       |
| GILMAN ST      | 4TH ST                | 6TH ST                      | 46  | 0.15     | Heavy Rehab | \$661,440      |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031**

97 Sections | \$18,380,381 | 15.72 miles

| Street Name       | From                       | To                           | PCI | Mile age | Treat ment  | Estimated Cost |
|-------------------|----------------------------|------------------------------|-----|----------|-------------|----------------|
| GILMAN ST         | 6TH ST                     | 8TH ST                       | 52  | 0.12     | Heavy Rehab | \$555,387      |
| GRIZZLY PEAK BLVD | MARIN AVE                  | SHASTA RD (S)                | 77  | 0.77     | Light Mtce  | \$184,272      |
| HASTE ST          | MILVIA ST                  | MARTIN LUTHER KING JR        | 50  | 0.13     | Heavy Rehab | \$426,120      |
| HASTE ST          | SHATTUCK AVE               | MILVIA ST                    | 61  | 0.13     | Heavy Rehab | \$448,380      |
| HEARST AVE        | ARCH ST                    | EUCLID AVE                   | 87  | 0.22     | Light Mtce  | \$33,501       |
| HEARST AVE        | EUCLID AVE                 | LA LOMA AVE                  | 90  | 0.18     | Light Mtce  | \$54,925       |
| HEARST AVE        | HIGHLAND PL                | DEAD END (COP @ PARKING LOT) | 76  | 0.03     | Heavy Mtce  | \$21,420       |
| HEARST AVE        | LA LOMA AVE                | HIGHLAND PL                  | 81  | 0.06     | Light Mtce  | \$17,186       |
| HENRY ST          | HEARST AVE                 | BERKELEY WAY                 | 50  | 0.06     | Heavy Rehab | \$201,135      |
| HIGHLAND PL       | RIDGE RD                   | HEARST AVE                   | 81  | 0.07     | Light Mtce  | \$9,808        |
| HILLVIEW RD       | WOODSIDE RD                | PARK HILLS RD                | 80  | 0.24     | Light Mtce  | \$24,736       |
| JOSEPHINE ST      | HOPKINS ST                 | ROSE ST                      | 75  | 0.24     | Light Mtce  | \$41,280       |
| JOSEPHINE ST      | THE ALAMEDA                | HOPKINS ST                   | 94  | 0.11     | Light Mtce  | \$18,400       |
| LEWISTON AVE      | WOOLSEY ST                 | ALCATRAZ AVE                 | 76  | 0.17     | Light Mtce  | \$28,160       |
| MILVIA ST         | BERRYMAN ST                | ROSE ST                      | 82  | 0.13     | Light Mtce  | \$21,280       |
| MILVIA ST         | EUNICE ST                  | BERRYMAN ST                  | 85  | 0.13     | Light Mtce  | \$15,480       |
| MODOC ST          | SOLANO AVE                 | MARIN AVE                    | 95  | 0.11     | Light Mtce  | \$17,920       |
| NORTH ST          | NORTH DEAD END (JAYNES ST) | JAYNES ST                    | 82  | 0.03     | Light Mtce  | \$3,304        |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031**

97 Sections | \$18,380,381 | 15.72 miles

| Street Name       | From                | To                    | PCI | Mile age | Treat ment  | Estimated Cost |
|-------------------|---------------------|-----------------------|-----|----------|-------------|----------------|
| OAKVALE AVE       | CLAREMONT AVE       | DOMINGO AVE           | 82  | 0.23     | Light Mtce  | \$31,728       |
| PALM CT           | KELSEY ST           | DEAD END (KELSEY ST)  | 75  | 0.03     | Light Rehab | \$51,584       |
| PARKER ST         | 7TH ST              | SAN PABLO AVE         | 76  | 0.26     | Light Mtce  | \$43,200       |
| PARKER ST         | MATHEWS ST          | MABEL ST              | 93  | 0.11     | Light Mtce  | \$17,920       |
| PARKER ST         | SAN PABLO AVE       | MATHEWS ST            | 94  | 0.11     | Light Mtce  | \$17,920       |
| PIEDMONT AVE      | AT END OF GAYLEY RD | BANCROFT WAY          | 47  | 0.14     | Heavy Mtce  | \$221,700      |
| PIEDMONT AVE      | BANCROFT WAY        | DWIGHT WAY            | 65  | 0.26     | Light Mtce  | \$85,368       |
| PIEDMONT AVE      | DERBY ST            | STUART ST             | 41  | 0.16     | Heavy Rehab | \$524,700      |
| PIEDMONT AVE      | DWIGHT WAY          | PARKER ST             | 79  | 0.12     | Light Mtce  | \$19,904       |
| PIEDMONT AVE      | PARKER ST           | DERBY ST              | 58  | 0.13     | Light Rehab | \$351,168      |
| PIEDMONT AVE      | RUSSELL ST          | ASHBY AVE             | 74  | 0.06     | Light Rehab | \$161,200      |
| PIEDMONT AVE      | STUART ST           | RUSSELL ST            | 41  | 0.09     | Light Rehab | \$225,680      |
| PIEDMONT CRESCENT | DWIGHT WAY          | WARRING ST            | 90  | 0.05     | Light Mtce  | \$21,276       |
| POE ST            | BONAR ST            | DEAD END (BONAR ST)   | 88  | 0.04     | Light Mtce  | \$6,000        |
| PRINCE ST         | SACRAMENTO ST       | MARTIN LUTHER KING JR | 37  | 0.42     | Heavy Rehab | \$1,411,920    |
| PRINCE ST         | SHATTUCK AVE        | TELEGRAPH AVE         | 78  | 0.34     | Light Mtce  | \$57,088       |
| PRINCE ST         | TREMONT ST          | SHATTUCK AVE          | 91  | 0.11     | Light Mtce  | \$19,232       |
| ROSLYN CT         | THE SOUTH CROSSWAYS | CHABOLYN TERRACE      | 77  | 0.03     | Light Mtce  | \$2,664        |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031**

97 Sections | \$18,380,381 | 15.72 miles

| Street Name      | From                  | To                            | PCI | Mile age | Treat ment  | Estimated Cost |
|------------------|-----------------------|-------------------------------|-----|----------|-------------|----------------|
| RUSSELL ST       | SACRAMENT O ST        | MARTIN LUTHER KING JR         | 77  | 0.45     | Light Mtce  | \$76,000       |
| SAN FERNANDO AVE | ARLINGTON AVE         | YOSEMITE RD                   | 79  | 0.20     | Light Mtce  | \$22,504       |
| SAN JUAN AVE     | SANTA CLARA AVE       | SAN FERNANDO AVE              | 83  | 0.16     | Light Mtce  | \$18,128       |
| SAN MIGUEL AVE   | THOUSAND OAKS BLVD    | SANTA ROSA AVE                | 80  | 0.09     | Light Mtce  | \$9,184        |
| SHASTA RD        | KEELER AVE            | QUEENS RD                     | 79  | 0.25     | Light Mtce  | \$42,072       |
| SPRING WAY       | DEAD END              | SCENIC AVE                    | 77  | 0.04     | Light Mtce  | \$3,520        |
| STATION PL       | CATALINA AVE          | SOUTH DEAD END (CATALINA AVE) | 92  | 0.04     | Light Mtce  | \$6,720        |
| TALBOT AVE       | NORTH CITY LIMIT      | SANTA FE AVE                  | 79  | 0.24     | Light Mtce  | \$34,000       |
| THE CRESCENT     | PARK HILLS RD (NORTH) | PARK HILLS RD (SOUTH)         | 78  | 0.19     | Light Mtce  | \$20,848       |
| THE SHORT CUT    | MIDDLEFIELD RD        | PARK HILLS RD                 | 80  | 0.04     | Light Mtce  | \$3,552        |
| THE SPIRAL       | DEAD END              | WILDCAT CANYON RD             | 78  | 0.06     | Light Mtce  | \$6,776        |
| THE UPLANDS      | EL CAMINO REAL        | TUNNEL RD                     | 37  | 0.20     | Heavy Rehab | \$462,849      |
| UNIVERSITY AVE   | MCGEE AVE             | MARTIN LUTHER KING JR         | 64  | 0.25     | Heavy Mtce  | \$558,180      |
| UNIVERSITY AVE   | SACRAMENT O ST        | MCGEE AVE                     | 68  | 0.25     | Heavy Mtce  | \$644,820      |
| UNIVERSITY AVE   | SAN PABLO AVE         | SACRAMENT O ST                | 53  | 0.56     | Heavy Mtce  | \$1,352,400    |
| VINE ST          | MARTIN LUTHER KING JR | MILVIA ST                     | 45  | 0.13     | Heavy Rehab | \$422,940      |
| VINE ST          | MC GEE AVE            | EDITH ST                      | 78  | 0.11     | Light Mtce  | \$13,288       |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031**

97 Sections | \$18,380,381 | 15.72 miles

| Street Name      | From                         | To                        | PCI | Mile age     | Treat ment  | Estimated Cost      |
|------------------|------------------------------|---------------------------|-----|--------------|-------------|---------------------|
| VINE ST          | MILVIA ST                    | SHATTUCK AVE              | 36  | 0.13         | Heavy Rehab | \$426,120           |
| VINE ST          | SHATTUCK AVE                 | WALNUT ST                 | 37  | 0.06         | Heavy Rehab | \$213,060           |
| VINE ST          | SPRUCE ST                    | SCENIC AVE                | 49  | 0.12         | Heavy Rehab | \$403,860           |
| VINE ST          | WALNUT ST                    | SPRUCE ST                 | 52  | 0.13         | Heavy Rehab | \$399,408           |
| VIRGINIA GARDENS | NORTH DEAD END (CEDAR)       | VIRGINIA ST               | 82  | 0.09         | Light Mtce  | \$8,352             |
| VIRGINIA ST      | EAST FRONTAGE RD (STATE P/L) | 2ND ST                    | 90  | 0.07         | Light Mtce  | \$11,504            |
| WALNUT ST        | EUNICE ST                    | CEDAR ST                  | 39  | 0.50         | Heavy Rehab | \$1,682,220         |
| WEST ST          | ADDISON ST                   | DEAD END                  | 86  | 0.05         | Light Mtce  | \$4,944             |
| WOOLSEY ST       | KING ST                      | MARTIN LUTHER KING JR WAY | 69  | 0.17         | Light Rehab | \$448,880           |
| WOOLSEY ST       | TELEGRAPH AVE                | HILLEGASS AVE             | 81  | 0.28         | Light Mtce  | \$47,200            |
| <b>TOTAL</b>     |                              |                           |     | <b>15.72</b> |             | <b>\$18,380,381</b> |

**5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031**

97 Sections | \$18,380,381 | 15.72 miles

| <b>Functional Class</b> | <b>Cost</b>  | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-------------------------|--------------|---------------|--------------|----------------|
| Arterials               | \$5,807,101  | 32%           | 3.44         | 22%            |
| Collectors              | \$1,423,836  | 8%            | 2.23         | 14%            |
| Residentials            | \$11,149,444 | 61%           | 10.06        | 64%            |

| <b>Policy Category</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|------------------------|-------------|---------------|--------------|----------------|
| Equity Zone            | \$3,413,200 | 19%           | 2.36         | 15%            |
| Bikeways               | \$9,186,328 | 50%           | 8.06         | 51%            |
| Bus Route              | \$7,076,557 | 39%           | 5.21         | 33%            |
| High-Injury Street     | \$7,334,733 | 40%           | 5.21         | 33%            |

| <b>District</b> | <b>Cost</b> | <b>% Cost</b> | <b>Miles</b> | <b>% Miles</b> |
|-----------------|-------------|---------------|--------------|----------------|
| District 1      | \$3,443,067 | 19%           | 2.13         | 14%            |
| District 2      | \$800,200   | 4%            | 1.04         | 7%             |
| District 3      | \$1,956,032 | 11%           | 1.16         | 7%             |
| District 4      | \$3,047,838 | 17%           | 2.03         | 13%            |
| District 5      | \$3,356,988 | 18%           | 2.41         | 15%            |
| District 6      | \$765,513   | 4%            | 1.96         | 12%            |
| District 7      | \$1,033,549 | 6%            | 1.79         | 11%            |
| District 8      | \$3,977,196 | 22%           | 3.21         | 20%            |

MEASURE FF PLAN: FY 2027-2031 | Fiscal Year 2027 20 Sections | \$13,560,042  
| 3.80 miles

| <b>Cedar McGee Street Rehab Project – Fiscal Year 2027</b> |                           |                           |            |                |                  |                       |
|------------------------------------------------------------|---------------------------|---------------------------|------------|----------------|------------------|-----------------------|
| <b>Street Name</b>                                         | <b>Begin</b>              | <b>End</b>                | <b>PCI</b> | <b>Mileage</b> | <b>Treatment</b> | <b>Estimated Cost</b> |
| Cedar Street                                               | Martin Luther King Jr Way | Sacramento Street         | 23         | 0.49           | Heavy Rehab      | \$ 1,617,777.78       |
| McGee Avenue                                               | Rose Street               | Cedar Street              | 10         | 0.21           | Reconstruct      | \$ 1,038,700.00       |
| McGee Avenue                                               | Cedar Street              | Virginia Street           | 36         | 0.12           | Heavy Rehab      | \$ 361,200.00         |
| McGee Avenue                                               | Virginia Street           | Ohlone Park               | 39         | 0.16           | Heavy Rehab      | \$ 474,880.00         |
| Vine Street                                                | Edith Street              | Grant Street              | 25         | 0.06           | Heavy Rehab      | \$ 187,600.00         |
| Vine Street                                                | Grant Street              | Martin Luther King Jr Way | 24         | 0.13           | Heavy Rehab      | \$ 372,400.00         |
| Josephine Street                                           | Cedar Street              | Virginia Street           | 22         | 0.13           | Heavy Rehab      | \$ 369,600.00         |
| Eola Street                                                | Virginia Street           | Francisco Street          | 24         | 0.06           | Heavy Rehab      | \$ 111,222.22         |
| Buena Avenue                                               | McGee Avenue              | Cypress Street            | 23         | 0.08           | Heavy Rehab      | \$ 155,555.56         |

| <b>Parker Carleton Street Rehab Project – Fiscal Year 2027</b> |                           |                           |            |                |                   |                       |
|----------------------------------------------------------------|---------------------------|---------------------------|------------|----------------|-------------------|-----------------------|
| <b>Road</b>                                                    | <b>Begin</b>              | <b>End</b>                | <b>PCI</b> | <b>Mileage</b> | <b>Treatment</b>  | <b>Estimated Cost</b> |
| Carleton Street                                                | Mathews Street            | Sacramento Street         | 23         | 0.36           | Heavy Rehab       | \$ 1,070,720.00       |
| Carleton Street                                                | Sacramento Street         | Martin Luther King Jr Way | 26         | 0.48           | Heavy Rehab       | \$ 1,422,400.00       |
| Carleton Street                                                | Martin Luther King Jr Way | Milvia Street             | 21         | 0.13           | Heavy Rehab       | \$ 434,466.67         |
| Carleton Street                                                | Milvia Street             | Shattuck Avenue           | 65         | 0.13           | Heavy Maintenance | \$ 346,500.00         |
| Carleton Street                                                | Shattuck Avenue           | Fulton Street             | 45         | 0.12           | Heavy Rehab       | \$ 348,320.00         |
| Carleton Street                                                | Fulton Street             | Telegraph Avenue          | 15         | 0.33           | Reconstruct       | \$ 1,616,800.00       |
| Carleton Street                                                | Telegraph Avenue          | Dead End                  | 25         | 0.03           | Heavy Rehab       | \$ 67,200.00          |
| Burnett Street                                                 | San Pablo Avenue          | Mabel Street              | 22         | 0.17           | Heavy Rehab       | \$ 489,440.00         |
| Mathews Street                                                 | Carleton Street           | Ward Street               | 14         | 0.12           | Reconstruct       | \$ 591,260.00         |
| Parker Street                                                  | Mabel Street              | Sacramento Street         | 19         | 0.25           | Heavy Rehab       | \$ 739,200.00         |
| Blake Street                                                   | Mabel Street              | Sacramento Street         | 30         | 0.25           | Heavy Rehab       | \$ 744,800.00         |

MEASURE FF PLAN: FY 2027-2031 | Fiscal Year 2028 6 Sections | \$6,822,998 |  
1.05 miles

| <b>Henry Sutter Street Rehab Project – Fiscal Year 2028</b> |                  |                 |            |                |                  |                       |
|-------------------------------------------------------------|------------------|-----------------|------------|----------------|------------------|-----------------------|
| <b>Road</b>                                                 | <b>Begin</b>     | <b>End</b>      | <b>PCI</b> | <b>Mileage</b> | <b>Treatment</b> | <b>Estimated Cost</b> |
| Shattuck Avenue                                             | Rose Street      | Vine Street     | 26         | 0.13           | Heavy Rehab      | \$ 616,000            |
| Shattuck Pl                                                 | Rose Street      | Shattuck Avenue | 22         | 0.10           | Heavy Rehab      | \$ 1,167,500          |
| Henry Street                                                | Eunice Street    | Rose Street     | 29         | 0.26           | Heavy Rehab      | \$ 1,326,111          |
| Sutter Street                                               | Del Norte Street | Eunice Street   | 36         | 0.25           | Heavy Rehab      | \$ 1,042,222          |
| Shattuck Avenue                                             | Eunice Street    | Rose Street     | 39         | 0.25           | Heavy Rehab      | \$ 830,667            |
| Berryman Street                                             | Milvia Street    | Henry Street    | 39         | 0.06           | Heavy Rehab      | \$ 169,680            |

MEASURE FF PLAN: FY 2027-2031 | Fiscal Year 2029 11 Sections | \$7,805,256  
| 1.42 miles

| <b>Shattuck Ward Street Rehab Project – Fiscal Year 2029</b> |                  |                  |            |                |                  |                       |
|--------------------------------------------------------------|------------------|------------------|------------|----------------|------------------|-----------------------|
| <b>Road</b>                                                  | <b>Begin</b>     | <b>End</b>       | <b>PCI</b> | <b>Mileage</b> | <b>Treatment</b> | <b>Estimated Cost</b> |
| Ward Street                                                  | Shattuck Avenue  | Fulton Street    | 27         | 0.15           | Heavy Rehab      | \$ 436,800            |
| Ward Street                                                  | Fulton Street    | Ellsworth Street | 12         | 0.13           | Reconstruct      | \$ 620,400            |
| Ward Street                                                  | Ellsworth Street | Telegraph Avenue | 12         | 0.17           | Reconstruct      | \$ 827,200            |
| Walker Street                                                | Derby Street     | Ward Street      | 27         | 0.06           | Heavy Rehab      | \$ 92,400             |
| Stuart Street                                                | Adeline Street   | Shattuck Avenue  | 32         | 0.05           | Heavy Rehab      | \$ 557,200            |
| Oregon Street                                                | Shattuck Avenue  | Fulton Street    | 28         | 0.16           | Heavy Rehab      | \$ 476,000            |
| Russell Street                                               | Shattuck Avenue  | Fulton Street    | 24         | 0.16           | Heavy Rehab      | \$ 478,800            |
| Russell Street                                               | Fulton Street    | Telegraph Avenue | 24         | 0.24           | Heavy Rehab      | \$ 708,400            |
| Lorina Street                                                | Russell Street   | Ashby Avenue     | 40         | 0.10           | Heavy Rehab      | \$ 256,667            |
| Wheeler Street                                               | Russell Street   | Ashby Avenue     | 21         | 0.10           | Heavy Rehab      | \$ 498,200            |
| Howe Street                                                  | Ellsworth Street | Telegraph Avenue | 16         | 0.10           | Heavy Rehab      | \$ 512,300            |

MEASURE FF PLAN: FY 2027-2031 | Fiscal Year 2030 9 Sections | \$5,524,906 |  
1.19 miles

| <b>63<sup>rd</sup> Emerson Street Rehab Project – Fiscal Year 2030</b> |                           |                           |            |                |                  |                       |
|------------------------------------------------------------------------|---------------------------|---------------------------|------------|----------------|------------------|-----------------------|
| <b>Road</b>                                                            | <b>Begin</b>              | <b>End</b>                | <b>PCI</b> | <b>Mileage</b> | <b>Treatment</b> | <b>Estimated Cost</b> |
| 63 <sup>rd</sup> Street                                                | Martin Luther King Jr Way | East City Limit           | 20         | 0.10           | Heavy Rehab      | \$ 493,500            |
| Dover Street                                                           | Alcatraz Avenue           | South City Limit          | 17         | 0.03           | Heavy Rehab      | \$ 108,622            |
| 62 <sup>nd</sup> Street                                                | Martin Luther King Jr Way | East City Limit           | 22         | 0.12           | Heavy Rehab      | \$ 587,500            |
| 62 <sup>nd</sup> Street                                                | West City Limit           | Adeline Street            | 33         | 0.23           | Heavy Rehab      | \$ 672,000            |
| Martin Luther King Jr Way                                              | 63 <sup>rd</sup> Street   | Martin Luther King Jr Way | 31         | 0.10           | Heavy Rehab      | \$ 325,867            |
| Emerson Street                                                         | Shattuck Avenue           | Wheeler Street            | 20         | 0.11           | Heavy Rehab      | \$ 540,500            |
| Essex Street                                                           | Shattuck Avenue           | Wheeler Street            | 20         | 0.11           | Heavy Rehab      | \$ 549,900            |
| Shattuck Avenue                                                        | Ashby Avenue              | South City Limit          | 44         | 0.23           | Heavy Rehab      | \$ 865,822            |
| Tremont Street                                                         | Emerson Street            | South City Limit          | 26         | 0.18           | Heavy Rehab      | \$ 821,194            |

MEASURE FF PLAN: FY 2027-2031 | Fiscal Year 2031 8 Sections | \$8,767,933 |  
2.05 miles

| <b>Edwards Byron Street Rehab Project – Fiscal Year 2030</b> |                   |                       |            |                |                  |                       |
|--------------------------------------------------------------|-------------------|-----------------------|------------|----------------|------------------|-----------------------|
| <b>Road</b>                                                  | <b>Begin</b>      | <b>End</b>            | <b>PCI</b> | <b>Mileage</b> | <b>Treatment</b> | <b>Estimated Cost</b> |
| Edwards Street                                               | Bancroft Way      | Dwight Way            | 49         | 0.25           | Heavy Rehab      | \$ 744,800            |
| Byron Street                                                 | Channing Way      | Dwight Way            | 12         | 0.13           | Reconstruct      | \$ 517,000            |
| Valley Street                                                | North Dead End    | Dwight Way            | 31         | 0.24           | Heavy Rehab      | \$ 1,170,300          |
| Chaucer Street                                               | San Pablo Avenue  | Curtis Street         | 18         | 0.10           | Heavy Rehab      | \$ 430,833            |
| Curtis Street                                                | University Avenue | Dwight Way            | 14         | 0.57           | Reconstruct      | \$ 2,810,600          |
| Addison Street                                               | San Pablo         | Curtis Street         | 19         | 0.14           | Heavy Rehab      | \$ 686,200            |
| Addison Street                                               | Browning Street   | Sacramento Street     | 41         | 0.36           | Heavy Rehab      | \$ 1,064,000          |
| Allston Way                                                  | San Pablo Avenue  | Strawberry Creek Park | 26         | 0.27           | Heavy Rehab      | \$ 1,344,200          |

El Cerrito

Kensington



McLaughlin  
Eastshore  
State Parl  
State  
Seashore

Albany



# Proposed Five Year Paving Plan FY 2027 - 2031

## 5 Year Paving Plan Proposed Fiscal Year

- 2027
- 2028
- 2029
- 2030
- 2031
- Council Districts
- Equity Zone

This map is for reference purposes only. Data are not survey precise

Care was taken in the creation of this map, but it is provided "AS IS". Please contact the City of Berkeley to verify map information or to report any errors.

If you have trouble accessing this content or require materials in an alternative format, please contact [ada@berkeleyca.gov](mailto:ada@berkeleyca.gov)

May 15, 2026

**CITY OF BERKELEY**  
Engineering Division  
1947 Center Street  
Berkeley CA 94704





El Cerrito

Kensington

McLaughlin Eastshore State Parl State Seashore

Albany

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# Proposed Measure FF Paving Plan FY 2027 - 2031

## Measure FF

### Proposed Fiscal Year

- 2027
- 2028
- 2029
- 2030
- 2031

- Council Districts
- Equity Zone

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May 15, 2026

**CITY OF BERKELEY**

Engineering Division  
1947 Center Street  
Berkeley CA 94704



# FY 2027-2031: Measure FF Streets & Sidewalks Projects

| Project name                         | Brief Summary                                                                               | FY | FF Budget    | Expected outcome/deliverable                    |
|--------------------------------------|---------------------------------------------------------------------------------------------|----|--------------|-------------------------------------------------|
| Cedar McGee Street Rehab Project     | 1.437 centerline miles on Cedar, McGee, Vine, Josephine, Eola, and Buena                    | 27 | \$ 4,688,936 | Repave surfaces in the identified project area. |
| Parker Carleton Street Rehab Project | 2.358 centerline miles on Carleton, Burnett, Mathews, Parker, and Blake                     | 27 | \$ 9,026,662 | Repave surfaces in the identified project area. |
| Henry Sutter Street Rehab Project    | 1.048 centerline miles on Shattuck Ave, Shattuck Pl, Henry, Sutter, and Berryman            | 28 | \$ 5,152,180 | Repave surfaces in the identified project area. |
| Shattuck Ward Street Rehab Project   | 1.4195 centerline miles on Ward, Walker, Stuart, Oregon, Russell, Lorina, Wheeler, and Howe | 29 | \$ 5,464,367 | Repave surfaces in the identified project area. |
| 63rd Emerson Street Rehab Project    | 1.191 centerline miles on 62nd, 63rd, Dover, MLK jr, Emerson, Essex, Shattuck, and Tremont  | 30 | \$ 4,964,906 | Repave surfaces in the identified project area. |
| Edwards Byron Street Rehab Project   | 2.052 centerline miles on Edwards, Byron, Valley, Chaucer, Curtis, Addison and Allston      | 31 | \$ 8,767,933 | Repave surfaces in the identified project area. |

# FY 2027-2031: Measure FF Streets & Sidewalks Projects

| Project name                                                 | Brief Summary                                                                                                                                                                                                  | FY(s) | FF Budget    | Expected outcome/deliverable     |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|----------------------------------|
| Remediation of public right of way (PROW)-related ADA issues | Address identified PROW violations on sidewalks corresponding to identified FF paving project street segments:<br>Cedar, McGee, Vine, Josephine, Eola, and Buena Carleton, Burnett, Mathews, Parker, and Blake | 27    | \$ 1,359,224 | Constructed sidewalk improvement |
| Remediation of PROW-related ADA issues                       | Address identified PROW violations on sidewalks corresponding to identified FF paving project street segments:<br>Shattuck Ave, Shattuck Pl, Henry, Sutter, and Berryman                                       | 28    | \$ 1,235,517 | Constructed sidewalk improvement |
| Remediation of PROW-related ADA issues                       | Address identified PROW violations on sidewalks corresponding to identified FF paving project street segments:<br>Ward, Walker, Stuart, Oregon, Russell, Lorina, Wheeler, and Howe                             | 29    | \$ 958,579   | Constructed sidewalk improvement |

# FY 2027-2031: Measure FF Streets & Sidewalks Projects

| Project name                                      | Brief Summary                                                                                                                                                                | FY(s) | FF Budget    | Expected outcome/deliverable                                                                                                                                                                  |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Measure FF Sidewalk Shaving project               | Coordinated with the FF paving project. Adjacent sidewalk trip hazards on identified street segment for comprehensive corridor improvement.                                  | 27-31 | \$ 1,250,000 | Remediate obvious tripping hazards on sidewalks adjacent to street segments being repaved.                                                                                                    |
| Measure FF 50-50 Sidewalk and Path Repair project | This funding will supplement 50-50 sidewalk program and reduce backlog.                                                                                                      | 27-31 | \$ 6,000,000 | Reduce backlog and deliver more projects from the City cost-sharing sidewalk repair program (Berkeley property owners are responsible for maintaining sidewalks adjacent to their properties) |
| Solano Ave Retaining Wall                         | Remedial work at the existing wooden retaining wall, any sidewalk/paved area behind the existing curb, explore new ADA compliant concrete sidewalk, over existing paved area | 29    | \$ 1,000,000 | Repair retaining wall and repair/address associated paved area currently being treated as a walking pathway/sidewalk.                                                                         |
| Pathway Repairs/Improvements                      | Improve identified walking pathways                                                                                                                                          | 30-31 | \$ 1,000,000 | Repair or repave walking pathways                                                                                                                                                             |

# FY 2027–2031: Measure FF Safety Projects

| Project name                                                 | Brief Summary                                                | FY(s) | FF Budget    | Expected outcome/<br>deliverable | Related plan/priority                                                                                                                                                                                                                                        |
|--------------------------------------------------------------|--------------------------------------------------------------|-------|--------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vision Zero Quick Build Program                              | Support and expand existing Vision Zero quick build program. | 27-31 | \$ 2,075,000 | Constructed improvement          | Vision Zero Action Plan<br>2017 Bicycle Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy                                                                                                                                                              |
| Vision Zero Action Plan update Phased Implementation Roadmap | Update and expand upon Vision Zero Action Plan.              | 27-28 | \$ 2,000,000 | Plans and design                 | Vision Zero Action Plan<br>2026 Bike Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy<br>Aligns w/ Council Referrals: Vision Zero Rapid Response on Bicycle Boulevards (rank 1) and Reduced Speed Limits on High-Injury Commercial Corridors (rank 1) |

# FY 2027–2031: Measure FF Safety Projects

| Project name                         | Brief Summary                                                                                                | FY(s) | FF Budget    | Expected outcome/<br>deliverable                                    | Related plan/priority                                                                        |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------|-------|--------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| City-wide Traffic Calming Program    | Support and expand existing Citywide traffic calming program.                                                | 27-31 | \$ 1,250,000 | Public engagement<br>Plans and design<br>Constructed<br>improvement | Vision Zero Action Plan<br>2026 Bike Plan<br>2020 Pedestrian Plan                            |
| Citywide Traffic Signal Master Plan  | Development of a Citywide Traffic Signal Master Plan to modernize the City's traffic signal network.         | 27-28 | \$ 500,000   | Plans and design                                                    | Vision Zero Action Plan<br>2026 Bike Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy |
| Transporation Fiber Optic Network    | Upgrade the City's traffic signal coordination network as per the Citywide Traffic Signal Master Plan.       | 27-31 | \$ 950,000   | Plans and design<br>Constructed<br>improvement                      | Vision Zero Action Plan<br>2026 Bike Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy |
| Traffic Signal Modernization Project | Upgrade and/or install traffic signals at selected locations as per the Citywide Traffic Signal Master Plan. | 28-31 | \$ 1,000,000 | Constructed<br>improvement                                          | Vision Zero Action Plan<br>2026 Bike Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy |

# FY 2027–2031: Measure FF Safety Projects

| Project name                                                                 | Brief Summary                                                                                                               | FY(s) | FF Budget    | Expected outcome/<br>deliverable                                                     | Related plan/priority                                                                                                                                                                                   |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------|--------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cedar Street Pedestrian Safety Crossing Improvement                          | Improve pedestrian safety along the Cedar Street corridor.                                                                  | 27    | \$ 1,000,000 | Plans and design<br>Constructed improvement                                          | Vision Zero Action Plan<br>2020 Pedestrian Plan<br>Aligns w/ Council Referral:<br>Prioritizing Pedestrians at<br>Intersections (rank 22)                                                                |
| Cedar Street median crossing to support Grant Street Bike Boulevard Crossing | Improve pedestrian and bicycle safety by constructing a median refuge on Cedar Street at Grant Street.                      | 27    | \$ 100,000   | Plans and design<br>Constructed improvement<br>- Dependent on award of grant funding | Vision Zero Action Plan<br>2026 Bike Plan                                                                                                                                                               |
| Transportation Nexus Study                                                   | Transportation Nexus Study to enable imposition and collection of a Transportation Impact Fee for new development projects. | 27    | \$ 200,000   | Plans and design                                                                     | Vision Zero Action Plan<br>2017 Bicycle Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy<br>Transit First Policy<br>Aligns w/ Council Referral:<br>Southside Impact Fee Nexus<br>Study (rank 27) |

# FY 2027–2031: Measure FF Safety Projects

| Project name                                                                                                  | Brief Summary                                                                                                     | FY(s) | FF Budget    | Expected outcome/<br>deliverable               | Related plan/priority                                                                           |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------|--------------|------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Claremont Eton rectangular rapid flashing beacon                                                              | Completion of ongoing project to improve pedestrian safety across Claremont Ave. at Eton Ave.                     | 27    | \$ 70,000    | Plans and design<br>Constructed<br>improvement | Vision Zero Action Plan                                                                         |
| Claremont Quick Build Project                                                                                 | Support ongoing project to improve pedestrian safety along the Claremont Ave. corridor.                           | 27    | \$ 1,250,000 | Plans and design<br>Constructed<br>improvement | Vision Zero Action Plan<br>2020 Pedestrian Plan                                                 |
| Claremont Complete Street Corridor                                                                            | Complete streets corridor study and high-level conceptual design along the Claremont Ave. corridor.               | 27    | \$ 350,000   | Public engagement                              | Vision Zero Action Plan<br>2017 Bicycle Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy |
| Affordable Housing and Sustainable Communities (AHSC) Grant Matching funds: Sixth University Shattuck project | Matching funds for grant funded Sixth St. bikeway and University/Shattuck transit stop safety improvement project | 27    | \$ 200,000   | Plans and design                               | Vision Zero Action Plan<br>2017 Bicycle Plan<br>2020 Pedestrian Plan<br>Transit First Policy    |

# FY 2027–2031: Measure FF Safety Projects

| Project name                                                          | Brief Summary                                                                                                                                                       | FY(s) | FF Budget    | Expected outcome/<br>deliverable                                 | Related plan/priority                                                                      |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Washington Elementary and Berkeley High School Safe Routes to Schools | Support ongoing grant funded project to improve pedestrian, bicycle, and vehicular safety in the vicinity of Washington Elementary School and Berkeley High School. | 27    | \$ 400,000   | Plans and design                                                 | Vision Zero Action Plan<br>2026 Bike Plan<br>2020 Pedestrian Plan<br>Safe Routes to School |
| Sacramento Street Bike Boulevard safe crossings signalization         | Improve pedestrian and bicycle safety at intersections on Sacramento Street.                                                                                        | 27-28 | \$ 3,500,000 | Public engagement<br>Plans and design<br>Constructed improvement | Vision Zero Action Plan<br>2026 Bike Plan                                                  |
| South Sacramento Street Pedestrian Safety Improvements                | Improve pedestrian safety along Sacramento St.                                                                                                                      | 29-30 | \$ 4,000,000 | Public engagement<br>Plans and design<br>Constructed improvement | Vision Zero Action Plan<br>2020 Pedestrian Plan                                            |

# FY 2027–2031: Measure FF Safety Projects

| Project name                                                                        | Brief Summary                                                                                                     | FY(s) | FF Budget    | Expected outcome/<br>deliverable                                    | Related plan/priority                           |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------|--------------|---------------------------------------------------------------------|-------------------------------------------------|
| Shattuck/Sutter/Henry pedestrian safety crossing improvements at Rose, Vine, Eunice | Improve pedestrian safety at 3 intersections on the Shattuck/Sutter/Henry corridor at Eunice, Rose, and Vine Sts. | 28    | \$ 100,000   | Plans and design<br>Constructed<br>improvement                      | Vision Zero Action Plan                         |
| South Shattuck Street Pedestrian Safety Improvements                                | Improve pedestrian safety along the Shattuck Ave. corridor.                                                       | 28-29 | \$ 4,000,000 | Public engagement<br>Plans and design<br>Constructed<br>improvement | Vision Zero Action Plan<br>2020 Pedestrian Plan |
| Shattuck/Ward Pedestrian crossing refuge                                            | Improve pedestrian safety across Shattuck Ave. by constructing a median refuge on Shattuck Ave. at Ward St.       | 29    | \$ 50,000    | Plans and design<br>Constructed<br>improvement                      | Vision Zero Action Plan<br>2020 Pedestrian Plan |
| Addison Bicycle Boulevard Phase II                                                  | Support ongoing project to design and construct a bicycle boulevard building upon the existing Phase I.           | 27-28 | \$ 2,747,000 | Constructed<br>improvement                                          | Vision Zero Action Plan<br>2026 Bike Plan       |

# FY 2027–2031: Measure FF Safety Projects

| Project name                            | Brief Summary                                                                                                               | FY(s) | FF Budget    | Expected outcome/<br>deliverable                             | Related plan/priority                                                                                                                |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------|--------------|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Transportation Design Guidelines Study  | Develop Transportation Design Guidelines document.                                                                          | 27-29 | \$ 600,000   | Plans and design                                             | Vision Zero Action Plan<br>2026 Bike Plan<br>2020 Pedestrian Plan<br>Complete Streets Policy                                         |
| Delaware Bike Lanes Refresh             | Improve bicycle safety along Delaware St. by installing new pavement markings.                                              | 29    | \$ 100,000   | Plans and design<br>Constructed improvement                  | Vision Zero Action Plan<br>2026 Bike Plan                                                                                            |
| Oxford Complete Street Corridor         | Complete streets corridor study and conceptual design along the Oxford St. corridor.                                        | 30    | \$ 1,000,000 | Public engagement<br>Some plans and design (budget allowing) | Vision Zero Action Plan<br>2017 and 2026 Bike Plan<br>Complete Streets Policy<br>Aligns w/ Council Referral: Oxford for All (rank 6) |
| Gilman Camelia Complete Street Corridor | Complete streets corridor study and high-level conceptual design either on Route 1 (Gilman) or Route 2 (Fourth and Camelia) | 30-31 | \$ 650,000   | Public engagement<br>Some plans and design (budget allowing) | Vision Zero Action Plan<br>2026 Bike Plan<br>Complete Streets Policy                                                                 |

# FY 2027–2031: Measure FF Environmental Projects

| Project name                                                                                            | Brief Summary                                                                                                       | FY(s) | FF Budget    | Expected outcome/deliverable                                                                       |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------|--------------|----------------------------------------------------------------------------------------------------|
| Citywide transit stop amenities program (bus pads, shelters, benches, lighting, trash cans, bike racks) | Flexible funding to provide transit amenities installation or improvement                                           | 27-31 | \$ 1,250,000 | Transit stop improvements                                                                          |
| Green Infrastructure Regulation Requirements for Pavement Construction                                  | Flexible funding for stormwater permit compliance projects                                                          | 27-31 | \$ 5,314,688 | Limited impact development (LID) projects in compliance with municipal regional stormwater permit. |
| Offsite LID stormwater treatment for regulated road reconstruction work on Jones and Buena Vista Way    | Municipal regional stormwater permit compliance project related to reconstruction work on Jones and Buena Vista Way | 27-28 | \$ 2,300,000 | LID project to be designed and constructed by Engineering Division                                 |



Office of the City Manager

INFORMATION CALENDAR  
July 7, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Submitted by: Henry Oyekanmi, Director, Finance Department  
 Subject: FY 2026 Third Quarter Investment Report: Ended March 31, 2026

**SUMMARY**

The City's investment policy requires that a quarterly investment report be submitted to the City Council on the status of the investment portfolio. The report includes all investments managed by the City of Berkeley and provides information on the types, values (par, book, and market), term, and yield of each security.

- The return on pooled investments for the quarter ended March 31, 2026 was 2.96%, 92 basis points less than the 3.88% earned by the State Local Agency Investment Fund (State LAIF), which is the benchmark for investment performance used by the City. The returns earned on State LAIF's portfolio are currently higher because it has a much shorter maturity than the City and current rates are much higher than the rates earned on investments that were in the City's portfolio before the Fed raised rates from 0%-.25%, starting in March 2022.

The return on pooled investments of 2.96% for the quarter ended March 31, 2026 was seven basis points (.07%) more than the rate of 2.89% earned in the quarter ended December 31, 2025.

- The average return on all Retiree Medical Trust Fund investments was 5.00% for the quarter ended March 31, 2026, an increase from the 4.27% return for the quarter ended December 31, 2025.

**CURRENT SITUATION AND ITS EFFECTS**

Attached is a summary of the quarterly report for fiscal year 2026 Third Quarter ending March 31, 2026 representing the status of the City's investment portfolio. The report includes all investments managed by the City of Berkeley and provides information on the values (par, book, and market), term, and yield of each security.

Summary information by type of security and detailed information on each security is provided on Exhibit 2-A. An evaluation of portfolio performance for this accounting period compared to the previous three accounting periods is also included in Attachment 1.

## **A. Portfolio Results**

### **1. Selection and Comparison of Results with Benchmarks**

As a result of the differences in the investment policies of different cities, including responsible investing policies, maturity restrictions, investment restrictions, etc., it was difficult for the City of Berkeley to come up with a reasonable performance measure for pooled cash investments. In order to provide some measure of the relative performance of the City's investment returns, many years ago the City established the State Local Agency Investment Fund (LAIF) as the performance measure to be reported in the quarterly investment reports, since many local governments invested significant portions of their investment portfolios in LAIF and used LAIF as their performance measure.

LAIF was intended to be a reference point to compare the City's investment performance against, rather than a true performance measure, since most cities typically earn a yield higher than LAIF in normal interest rate environments, and because LAIF's average maturity of its investments is normally much shorter than that of most cities. As a result, past City Councilmembers requested that information about the rates earned by other California cities be included in the quarterly investment reports for comparison purposes, despite the differences in the investment policies of the various cities.

The most significant difference in investment policies is the maximum period of the investments. The impact of this difference between the various cities has played out in the interest rate environment since the Federal Reserve unexpectedly raised short-term interest rates from zero percent to 5.5 percent from March 17, 2022 to July 26, 2023, to combat sharply rising inflation that the Feds thought was "transitory" and under control:

- First, it is important to summarize the interest rate environment that existed the quarter before the Federal Reserve started raising the Federal Funds rate on March 17, 2022: At that time, interest rates were around 1% and the interest rates earned by selected California cities ranged between .23% and 1.62%, with an average of .94%. Furthermore, the city that was at the top of the list back then is at the bottom of the list in the Second Quarter FY 2026 investment report because of a longer average maturity of its investments;

Since the Federal Reserve thought the rise in inflation was "transitory", there was no warning that Feds monetary policy would immediately reverse from easing to tightening. As a result, it is reasonable to assume that portfolios were loaded with investments that were yielding between 1-2%. In addition, the Federal Reserve did not give the market any indication how long or how high rates would rise. It kept indicating that it felt the increase in inflation was "transitory";

Bond prices and interest rates have an inverse relationship. When interest rates rise, bond prices fall and vice versa. As the Federal Reserve started raising rates, the market values of the investments declined. If investments were sold at that time, the city selling would incur large investment losses, so the only reasonable option was to hold the investments to maturity, since the Feds was not indicating how high it would raise rates.

- The investments yielding 1-2% of cities with short average investment maturities matured sooner than cities with longer average investment maturities. As a result, the former cities were able to reinvest at the current higher rates and have higher interest rates earned, while cities with longer average investment maturities had to wait for their low-yielding investments to mature to reinvest. For example, the City of Berkeley's investment portfolio held \$263.3 million (or 40.0% of the City's portfolio at that time) of such investments that won't mature until CY 2026-See Exhibit 2-F.

## 2. Liquidity of Portfolio:

The average investment in the City's pooled portfolio matures in 441 days as of March 31, 2026. This is 84 days less than the 525 maturity days as of December 31, 2025. See Comparison of Results to Performance Measures – Pooled investments: Quarter Ended March 31, 2026.

The City's yield on investments for the quarter ended March 31, 2026 was 2.96%, seven basis points (.07%) more than the 2.89% earned during the quarter ended December 31, 2025. The average yield on a 91-day Treasury bill at the end of the quarter ended March 31, 2026 was 3.61% a decrease of 20 basis points (0.20%) from the 3.81% at the end of the previous quarter.

As summarized in Table 1, staff's overall results were under the performance measure for the quarter by 92 basis points. Staff's performance was under the performance measure in January by approximately 106 basis points (-1.06%); under the performance measure in February by approximately 76 basis points (-.76%); and, was under the performance measure in March by approximately 93 basis points (-.93%). The performance measure for the return on investments is compared to the rate of return of the State LAIF.

**Table 1**

| <b>For Quarter Ending March 31, 2026</b> |             |                   |                   |
|------------------------------------------|-------------|-------------------|-------------------|
| <b>Period</b>                            | <b>City</b> | <b>State LAIF</b> | <b>Difference</b> |
| Jan-26                                   | 2.87%       | 3.93%             | -1.06%            |
| Feb-26                                   | 3.11%       | 3.87%             | -.76%             |
| Mar-26                                   | 2.90%       | 3.83%             | -.93%             |
| Jan 1-Mar 31                             | 2.96%       | 3.88%             | -.92%             |

3. Investment Results-Retiree Health Insurance Funds:

Average interest rates earned on the retiree health insurance trust funds for the quarter ended March 31, 2026 compared to the quarter ended December 31, 2025, were as follows:

**Table 2**

| <b>EARNED INTEREST RATES</b>                              |                            |                             |
|-----------------------------------------------------------|----------------------------|-----------------------------|
| <b>For Quarter Ended 3/31/2026 Compared To 12/31/2025</b> |                            |                             |
| <b>Trust Fund</b>                                         | <b>1st Qtr<br/>3/31/26</b> | <b>2nd Qtr<br/>12/31/25</b> |
| Retiree Medical Trust Fund (Misc Employees)               | 5.18%                      | 4.81%                       |
| Fire Retiree Medical Trust Fund                           | 5.14%                      | 4.89%                       |
| Police Retiree Medical Trust Fund                         | 4.68%                      | 3.32%                       |

The rates earned on these plans are expected to rise slightly, as staff believes overall medium and long-term rates will rise slightly due to continuing high federal budget deficits, high inflation and wars in the near future.

Details related to retiree health trust fund investments are in Attachment 3, Exhibits 3-A, 3-B, and 3-C of this report.

## **B. Discussion of Interest Rate Environment and Outlook**

### Yield Trend

#### Federal Reserve Board March 18, 2026 Statement

Available indicators suggest that economic activity has been expanding at a solid pace. Job gains have remained low, and the unemployment rate has changed little in recent months. Inflation remains somewhat elevated.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. Uncertainty about the economic outlook remains elevated. The implications of developments in the Middle East for the U.S. economy are uncertain. The Committee is attentive to the risks to both sides of its dual mandate.

In support of its goals, the Committee decided to maintain the target range for the federal funds rate at 3-1/2 to 3-3/4 percent. In considering the extent and timing of additional adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee is strongly committed to supporting maximum employment and returning inflation to its 2 percent objective.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee's goals. The Committee's assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments.

#### Investment Environment and Change in City's Investment Strategy

##### A. Investment Environment

At the time of the period covered by this investment report, the investment environment was as follows:

The U.S. economy and world markets were jolted by a major shock as the U.S. and Israel started a war in Iran, and, along with other problems, caused the price of oil to skyrocket and inflation to rise sharply. The impact on the investment environment in the near term will be determined by the length of the war and its inflationary impacts. Prior to the war, the Federal Reserve had expected to lower short-term rates 2-3 times in 2026. Now, some economists are predicting that if the Fed changes rates in 2026, they will raise them not reduce them.

- Inflation is getting worse: The Federal Reserve had announced its intentions to lower short-term rates, after raising them sharply from zero percent to 5.5% from March 2022 to July 2023. However, because the level of inflation continued to be elevated, it was the Fed's intent to be very cautious in lowering rates and igniting inflation even more. Until the index moves to the 2.0% goal and stays there for a period, the Fed indicated it would be reluctant to meaningfully further lower short-term rates.

The Core Personal Consumption Expenditures (PCE) index (the Fed's favored inflation index) had moved down significantly to a range of 2.6%-2.9% for over a year and a half. However, it broke out of that range in December 2025, and increased to 3.1% in January 2026, 3.0% in February 2026, and 3.2% in March 2026—Much higher than the Fed's 2.0% goal.

Ordinarily, this situation would have caused the Fed to stay in a holding pattern and keep short-term interest rates where they were or raise them unless the labor market was weak.

However, the job market stopped growing, which concerned the Fed: the US reported small job gains in July through November 2025, and a loss of jobs in June, the first decline since 2020. As a result, the economy needed a boost in the form of lower interest rates, despite the increase in inflation the last few months. Although the Core PCE Index was still at a high of 2.8% in November 2025, the rise in inflation was now eclipsed by a major concern in the labor market. As a result, the Fed lowered the Federal Funds rate by .25% at its December 10, 2025 meeting.

- The labor market rebounded in the second quarter of FY 2026: The jobs report showed that the U.S. added 130,000 jobs in January 2026 vs an estimate of 55,000; jobs fell by 92,000 in February 2026 vs an estimate of 50,000 added; and, 178,000 jobs were added in March 2026 vs an estimate of 59,000.

The increase in inflation during the quarter, along with the rebound in the labor market gave the Fed the opportunity to continue its fight against inflation, meaning short-term rates won't be declining anytime soon.

#### B. Significant Changes in the Investment Environment Since the Period of This Report

##### **Federal Reserve Actions:**

The Fed held the Federal Funds rate at 3.5%-3.75% at its May 6-7, 2026 meeting and Staff believes it is extremely likely to do the same at its upcoming meeting on June 17-18, 2026, based on the outlook for inflation and the labor market.

**Labor Market Changes:**

The labor market continued to strengthen in April and May: The April 2026 labor report showed U.S. added 115,000 jobs, down from the surprising 185,000 added in March 2026, but more than the 55,000 expected. The May 2026 report is projected to have added 108,000 jobs. These reports alleviated the Fed's concern about the labor market and suggest that the Fed's focus will be solely on taming inflation, which has worsened due to the war with Iran.

**Inflation Expectations:**

- The Core Personal Consumption Expenditures Price Index (PCE) is the less volatile measure of the PCE price index which excludes the more volatile and seasonal food and energy prices. It is the inflation index favored by the Federal Reserve in developing monetary policy.
- Inflation is heating up, as energy costs saw the biggest increase in April. The April 2026 Core PCE index was reported at 3.3% on May 28, 2026, in line with consensus estimates, but more than the 3.2% rate for March and the Fed's target of 2.0%. The April 2026 rate was the highest rate reported since 2022. Instead of a Fed rate decrease, some economists are now penciling in a possible rate increase. There is now a 40% probability that the Federal Reserve will raise rates at its December 2026 meeting, up from 3% before the Iran war started.

**Staff Expectations of Future Federal Reserve Actions:**

- **Future cuts:**

Staff believe the Fed's will focus on taming inflation, unless there is serious weakness in the labor market in the near future, especially if inflation stays around the current level or continues higher instead of moving down towards the Fed's 2% target.

In the second quarter, Staff believed that as long as the Core PCE index did not move up and the labor market was still showing signs of weakness, the Fed's would lower the Federal Funds rate 1-2 times in 2026, by .25% each or a total of .50%. However, on February 28, 2026, President Trump and Israel started an intense war with Iran which is causing oil prices to skyrocket, which is causing inflation and interest rates to rise. Therefore, all bets are off regarding any Federal Funds rate cuts in 2026; Instead, there is a possibility that the Fed's will raise short-term rates later in 2026. Medium and long-term rates have already moved higher.

- **Legality of Tariffs:** On February 2026, the U.S. Supreme Court ruled that President Trump's novel use of an emergency powers law to impose worldwide tariffs was unconstitutional. In reaction, the President has started implementing tariffs using other statutes. Many attorneys, who specialize in trade law, believe that the President doesn't have the authority under some of these statutes. The

February 2026 Supreme Court decision and future court decisions on Trump's replacement tariffs may have a significant impact on inflation expectations and determine how much more and how quickly the Fed changes short-term rates in the near future, and may determine how much medium and long-term rates will be impacted.

- **Selection of Chairman of the Federal Reserve Board:** President Trump continued to make attempts to gain control over the Fed. His strategy was to (1) Appoint a new Federal Reserve Chairman in May 2026 who would acquiesce to his demands to immediately lower short-term interest rates for political, instead of economic reasons (2) Try to fire Board Member Lisa Cook; and, (3) Having the U.S. Attorney file a criminal lawsuit against the Former Chairman Jerome Powell.

On May 13, 2026, the Senate confirmed Kevin Warsh as the Fed Chairman to replace Jerome Powell as Chairman of the Federal Reserve Board. One of the concerns with Warsh is that he will cut interest rates to appease Trump, even if lower rates are not warranted, which could result in the need to increase them later on. If Warsh does yield to Trump demands, Staff believes that medium and long-term rates (i.e., 5, 10 and 30-year Treasuries) would rise in reaction to those moves, as a result of an increase in the market's inflation expectations, and a perceived increase in uncertainty and risk. The other concern is that Warsh's confirmation has introduced significant uncertainty in the market because "he was a member of the Federal Reserve that increased rates 17 meetings in a row, which precipitated the Great Financial Crisis". From people who know him, Warsh has been a policy hawk his entire life, his new found dovishness looks suspect, which fuels uncertainty about what Warsh will do."

The Supreme Court has not ruled on Trump's firing of voting Federal Reserve member Lisa Cook. In addition, Former Fed Chairman Jerome Powell has decided to remain on the Federal Reserve Board for the remaining two years of his term. As a result, Staff does not expect changes in the Fed's policy that is not dictated by economic conditions.

### C. Change in City Investment Strategy

After the Federal Reserve changed to a looser monetary policy after July 26, 2023, the City's investment strategy changed to extending the investment maturities of securities purchased beyond three years and locking in rates, as much as practical. However, as a result of operating deficits in FY 2024-FY 2026, and in order to increase liquidity, Staff temporarily stopped purchasing longer-term securities until after May 2026 when a substantial number of securities earning between 1-2% mature.

Rates Earned by Berkeley and Other California Cities

On a short-term basis, the City's earned rate is expected to be significantly below the City's benchmark (State LAIF), until FY 2027 after most of the securities earning less than 2 percent mature.

However, the City's return is expected to be comparable to rates earned by other cities with a similar average maturity and lower than cities with a shorter average maturity in California. A sample of rates earned by Northern and Southern California cities is reflected in table 3 below (previously only Northern California cities were included):

**Table 4**

| <b>Other California Cities<br/>Earned Interest Rates</b> |                     |
|----------------------------------------------------------|---------------------|
| For the Quarter Ending March 31, 2026                    |                     |
| <b>City</b>                                              | <b>Rates Earned</b> |
| San Diego                                                | 4.04%               |
| San Francisco                                            | 3.74%               |
| Sacramento                                               | 3.67%               |
| Oakland                                                  | 3.65%               |
| Burbank                                                  | 3.53%               |
| Los Angeles                                              | 3.30%               |
| Palo Alto                                                | 3.04%               |
| <b>Berkeley</b>                                          | 2.96%               |
| Hayward                                                  | Not available       |
| San Jose                                                 | Not available       |

BACKGROUND

- Pooled Investments

Short-term cash is invested primarily in government sponsored enterprises (referred to as Federal Agency securities) notes, medium-term corporate notes and municipal securities for periods of one to ten years. Additional cash is invested in a money market fund or overnight securities to meet the liquidity needs of the City.

In some cases, the City may have investments with a current market value that is greater or less than the recorded cost. These changes in market value are due to fluctuations in the market and have no effect on the City's yield, as the City does not intend to sell securities prior to maturity.

- Retiree Health Trust Fund Investments

The City agreed to provide retiree Health insurance coverage for fire, police and miscellaneous employees under certain terms and conditions. An actuarial study commissioned by the City many years ago determined that, in addition to City Contributions, an average rate of return of 7% on miscellaneous employees trust fund assets invested must be achieved to fund the retiree health benefit at the desired 70% level. Primarily as a result of the Federal Reserve Board's decision to keep short-term rates near zero from 2008 to March 2022, the average rate currently earned is significantly below that 7% level. City Finance Department staff manages these investment portfolios.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

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

### CONTACT PERSON

Henry Oyekanmi, Director, Finance Department, 981-7326

### ATTACHMENTS

1. Portfolio Evaluation FY 2026 Third Quarter
2. Investment Report Analysis FY 2026 Third Quarter
  - a. Exhibit 2-A: Pooled Cash and Investments
  - b. Exhibit 2-B.1 through 2-B.3: Interest Earnings January 1, 2026 – March 31, 2026
  - c. Exhibit 2-C: Book Value By Investment Type
  - d. Exhibit 2-D: Current Holdings vs. Policy Limits
  - e. Exhibit 2-E: Investment Portfolio Trend
  - f. Exhibit 2-F: Investments Yielding 2 Percent or Less Maturing in 2026 or 2027
3. Summary of Pooled and Cash Investments FY 2026 Third Quarter –Trust Funds
  - a. Exhibit 3-A: Retiree Medical Trust Funds –Misc.
  - b. Exhibit 3-B: Retiree Medical Trust Funds –Fire
  - c. Exhibit 3-C: Retiree Medical Trust Funds –Police



**Portfolio Evaluation**  
**Quarter Ended March 31, 2026**

|                                             | <b>QUARTER ENDING</b> |                       |                       |                       |                       |                |                       |                |
|---------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------|-----------------------|----------------|
|                                             | <b>March 2026</b>     | <b>December 2025</b>  | <b>September 2025</b> | <b>June 2025</b>      |                       |                |                       |                |
| <b>Total Portfolio</b>                      |                       |                       |                       |                       |                       |                |                       |                |
| Pooled Cash and Investments (COB)           | \$ 690,262,470        | \$ 702,727,415        | \$ 641,740,041        | \$ 693,922,102        |                       |                |                       |                |
| Pooled Cash and Investments (Trust)         | <u>60,580,646</u>     | <u>61,176,170</u>     | <u>60,096,426</u>     | <u>58,221,801</u>     |                       |                |                       |                |
| Total Cash and Investments                  | <u>\$ 750,843,116</u> | <u>\$ 763,903,585</u> | <u>\$ 701,836,467</u> | <u>\$ 752,143,903</u> |                       |                |                       |                |
| <b>Average Life of Investment Portfolio</b> |                       |                       |                       |                       |                       |                |                       |                |
| Pooled Investments (CoB)                    | 441                   | 525                   | 610                   | 729                   |                       |                |                       |                |
| Trust Investments                           | 13.205 years          | 10.077 years          | 5.349 years           | 5.417 years           |                       |                |                       |                |
| <b>Weighted Yield</b>                       |                       |                       |                       |                       |                       |                |                       |                |
| Pooled Investments (CoB)                    | 2.959%                | 2.890%                | 3.076%                | 3.033%                |                       |                |                       |                |
| Trust Investments                           | 4.998%                | 4.267%                | 4.554%                | 4.728%                |                       |                |                       |                |
| Prime Rate                                  | 6.750%                | 6.750%                | 7.250%                | 7.500%                |                       |                |                       |                |
| 91-day Treasury Bill Rate                   | 3.610%                | 3.810%                | 3.860%                | 4.240%                |                       |                |                       |                |
| 2-year Treasury Note Rate                   | 3.790%                | 3.470%                | 4.830%                | 3.777%                |                       |                |                       |                |
| <hr/>                                       |                       |                       |                       |                       |                       |                |                       |                |
| <b>Cash and Investments Maturity</b>        |                       |                       |                       |                       |                       |                |                       |                |
| Within one year                             | \$ 594,261,191        | 79.15%                | \$ 614,671,676        | 80.46%                | \$ 542,779,001        | 77.34%         | \$ 492,986,029        | 65.54%         |
| Between 1 to 3 years                        | 41,081,104            | 5.47%                 | 49,827,635            | 6.52%                 | 59,601,319            | 8.49%          | 140,692,393           | 18.71%         |
| Between 3 to 5 years                        | 20,788,440            | 2.77%                 | 20,912,210            | 2.74%                 | 20,856,960            | 2.97%          | 20,790,910            | 2.76%          |
| Between 5 to 10 years                       | 63,839,394            | 8.50%                 | 68,543,624            | 8.97%                 | 68,605,647            | 9.78%          | 87,784,492            | 11.67%         |
| Over 10 years                               | <u>30,872,988</u>     | <u>4.11%</u>          | <u>9,948,440</u>      | <u>1.30%</u>          | <u>9,993,540</u>      | <u>1.42%</u>   | <u>9,890,080</u>      | <u>1.31%</u>   |
| Total                                       | <u>\$ 750,843,116</u> | <u>100.00%</u>        | <u>\$ 763,903,585</u> | <u>100.00%</u>        | <u>\$ 701,836,467</u> | <u>100.00%</u> | <u>\$ 752,143,903</u> | <u>100.00%</u> |



**Investment Report Analysis  
As of March 31, 2026**

| <b>Investments</b>                                     | <b>Pension and OPEB</b>   |                          | <b>Total</b>          |
|--------------------------------------------------------|---------------------------|--------------------------|-----------------------|
|                                                        | <b>Pooled Investments</b> | <b>Trust Investments</b> |                       |
| Portfolio                                              | \$ 404,818,511            | \$ 57,747,335            | \$ 462,565,846        |
| Unrecognized gain/(loss)                               | (1,130,980)               | (2,874,867)              | (4,005,845)           |
| <b>Total Investments</b>                               | <b>403,687,532</b>        | <b>54,872,468</b>        | <b>458,560,000</b>    |
| <b>Cash</b>                                            | <b>Pension and OPEB</b>   |                          | <b>Total</b>          |
|                                                        | <b>Pooled Cash</b>        | <b>Trust Cash</b>        |                       |
| Cash with Fidelity Money Market                        | 38,183,709                | -                        | 38,183,709            |
| Cash with Fiscal Agents                                | -                         | -                        | -                     |
| Cash Deposits in Banks                                 | 248,391,229               | 5,708,178                | 254,099,407           |
| <b>Total Cash</b>                                      | <b>286,574,938</b>        | <b>5,708,178</b>         | <b>292,283,116</b>    |
| <b>Adjusted Grand Total (All Cash and Investments)</b> | <b>\$ 690,262,470</b>     | <b>\$ 60,580,646</b>     | <b>\$ 750,843,116</b> |

**Pooled Cash Portfolio Breakdown As of March 31, 2026**

|             | <b>Book Value</b> | <b>Market Value</b> |
|-------------|-------------------|---------------------|
| Investments | \$ 404,818,511    | \$ 403,687,532      |

**NOTE:**

1. The pooled cash includes Rent Board cash of \$8,747,215.66
2. The pooled cash does not include Section 115 cash of \$4,624,907.62.
3. The pooled cash does not include Fire Admin Training Building \$7,000,000.00 cash in escrow



**City of Berkeley**  
**Pooled Cash and Investments**  
**As of March 31, 2026**

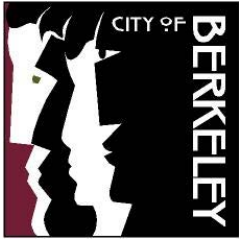
| CUSIP                                       | Investment # | Issuer                   | Book Value           | Par Value            | Market Value         | Current Rate | YTM/C 365    | Maturity Date | Days To Maturity | Moody's Rating |
|---------------------------------------------|--------------|--------------------------|----------------------|----------------------|----------------------|--------------|--------------|---------------|------------------|----------------|
| <b>Medium Term Notes</b>                    |              |                          |                      |                      |                      |              |              |               |                  |                |
| 233851CU6                                   | 14571        | Daimler Finance          | 5,008,752.06         | 5,000,000.00         | 4,968,700.00         | 3.450        | 3.190        | 01/06/2027    | 280              | A2             |
| 233851CU6                                   | 14574        | Daimler Finance          | 3,736,382.62         | 3,725,000.00         | 3,701,681.50         | 3.450        | 3.000        | 01/06/2027    | 280              | A2             |
| 24422EWK1                                   | 14663        | John Deere Cap           | 4,993,478.79         | 5,000,000.00         | 5,008,800.00         | 4.150        | 4.250        | 09/15/2027    | 532              | A1             |
| 30303M8G0                                   | 14660        | Meta Platforms Inc       | 4,947,351.41         | 5,000,000.00         | 4,963,300.00         | 3.500        | 4.360        | 08/15/2027    | 501              | AA3            |
| 617446HD4                                   | 14670        | Morgan Stanley           | 10,566,386.11        | 10,000,000.00        | 11,311,800.00        | 7.250        | 6.000        | 04/01/2032    | 2,192            | A1             |
| 747525AU7                                   | 14587        | Qualcomm Inc             | 6,013,220.87         | 5,963,000.00         | 5,909,154.11         | 3.250        | 2.435        | 05/20/2027    | 414              | A2             |
| 07330MAA5                                   | 14588        | Truist Bank              | 5,038,256.35         | 5,000,000.00         | 4,986,200.00         | 3.800        | 2.365        | 10/30/2026    | 212              | A3             |
| <b>Subtotal and Average</b>                 |              |                          | <b>40,303,828.21</b> | <b>39,688,000.00</b> | <b>40,849,635.61</b> |              | <b>3.968</b> |               | <b>851</b>       |                |
| <b>Federal Agency Coupon Securities</b>     |              |                          |                      |                      |                      |              |              |               |                  |                |
| 3133ENS50                                   | 14667        | Federal Farm Credit Bank | 4,999,761.90         | 5,000,000.00         | 5,022,300.00         | 4.125        | 4.128        | 10/14/2027    | 561              | AA1            |
| 3133ENN30                                   | 14668        | Federal Farm Credit Bank | 4,748,453.84         | 5,000,000.00         | 4,906,150.00         | 3.875        | 4.863        | 09/20/2032    | 2,364            | AA1            |
| 3133ENV72                                   | 14669        | Federal Farm Credit Bank | 4,998,558.15         | 5,000,000.00         | 5,011,750.00         | 4.500        | 4.600        | 07/27/2026    | 117              | AA1            |
| 3133EPG4                                    | 14686        | Federal Farm Credit Bank | 4,970,646.34         | 5,000,000.00         | 4,924,900.00         | 4.000        | 4.102        | 04/20/2033    | 2,576            | AA1            |
| 3133EPPE9                                   | 14689        | Federal Farm Credit Bank | 4,997,985.65         | 5,000,000.00         | 5,008,750.00         | 4.375        | 4.540        | 07/06/2026    | 96               | AA1            |
| 3133EPPF6                                   | 14690        | Federal Farm Credit Bank | 4,975,083.07         | 5,000,000.00         | 5,038,050.00         | 4.125        | 4.300        | 07/05/2029    | 1,191            | AA1            |
| <b>Subtotal and Average</b>                 |              |                          | <b>29,690,488.95</b> | <b>30,000,000.00</b> | <b>29,911,900.00</b> |              | <b>4.419</b> |               | <b>1,139</b>     |                |
| <b>Medium-Term Notes - Callable</b>         |              |                          |                      |                      |                      |              |              |               |                  |                |
| 857477CD3                                   | 14698        | State Street Corp.       | 4,000,000.00         | 4,000,000.00         | 4,013,240.00         | 5.272        | 5.272        | 08/03/2026    | 124              | AA3            |
| 91159HHM5                                   | 14684        | US Bancorp               | 4,992,634.52         | 5,000,000.00         | 4,996,100.00         | 3.100        | 6.312        | 04/27/2026    | 26               | A3             |
| 91159HHW3                                   | 14693        | US Bancorp               | 4,559,935.64         | 5,000,000.00         | 4,774,450.00         | 3.000        | 6.212        | 07/30/2029    | 1,216            | A3             |
| <b>Subtotal and Average</b>                 |              |                          | <b>13,552,570.16</b> | <b>14,000,000.00</b> | <b>13,783,790.00</b> |              | <b>5.971</b> |               | <b>455</b>       |                |
| <b>Federal Agency Callable</b>              |              |                          |                      |                      |                      |              |              |               |                  |                |
| 3133EN6K1                                   | 14676        | Federal Farm Credit Bank | 5,000,000.00         | 5,000,000.00         | 4,980,850.00         | 4.220        | 4.220        | 01/23/2030    | 1,393            | AA1            |
| 3133EN6K1                                   | 14677        | Federal Farm Credit Bank | 5,000,000.00         | 5,000,000.00         | 4,980,850.00         | 4.220        | 4.220        | 01/23/2030    | 1,393            | AA1            |
| 3133EPAJ4                                   | 14679        | Federal Farm Credit Bank | 5,000,000.00         | 5,000,000.00         | 4,934,200.00         | 4.000        | 4.000        | 02/09/2033    | 2,506            | AA1            |
| <b>Subtotal and Average</b>                 |              |                          | <b>15,000,000.00</b> | <b>15,000,000.00</b> | <b>14,895,900.00</b> |              | <b>4.147</b> |               | <b>1,764</b>     |                |
| <b>Federal Agency Continuously Callable</b> |              |                          |                      |                      |                      |              |              |               |                  |                |
| 31422XJW3                                   | 14638        | Farmer Mac               | 10,000,000.00        | 10,000,000.00        | 9,936,000.00         | 1.500        | 0.300        | 07/20/2026    | 110              | N/A            |
| 3133ENUV0                                   | 14644        | Federal Farm Credit Bank | 5,000,000.00         | 5,000,000.00         | 4,937,350.00         | 4.000        | 4.000        | 04/19/2032    | 2,210            | AA1            |
| 3133ENVV9                                   | 14647        | Federal Farm Credit Bank | 5,000,000.00         | 5,000,000.00         | 4,991,150.00         | 3.630        | 3.630        | 05/03/2027    | 397              | AA1            |
| 3133ENWW6                                   | 14653        | Federal Farm Credit Bank | 4,996,624.10         | 5,000,000.00         | 4,942,400.00         | 4.370        | 4.384        | 05/17/2032    | 2,238            | AA1            |
| 3130AMAV4                                   | 14611        | Federal Home Loan Banks  | 5,600,000.00         | 5,600,000.00         | 5,454,400.00         | 1.250        | 1.125        | 04/29/2027    | 393              | AA1            |
| 3130ALZA5                                   | 14612        | Federal Home Loan Banks  | 9,000,000.00         | 9,000,000.00         | 8,994,600.00         | 3.000        | 1.450        | 04/29/2026    | 28               | AA1            |
| 3130AMEX6                                   | 14613        | Federal Home Loan Banks  | 15,000,000.00        | 15,000,000.00        | 14,969,700.00        | 2.500        | 1.300        | 05/27/2026    | 56               | AA1            |
| 3130AMF72                                   | 14615        | Federal Home Loan Banks  | 15,000,000.00        | 15,000,000.00        | 14,942,250.00        | 1.300        | 1.040        | 05/27/2026    | 56               | AA1            |
| 3130AMFQ0                                   | 14616        | Federal Home Loan Banks  | 15,000,000.00        | 15,000,000.00        | 14,939,850.00        | 1.150        | 1.020        | 05/26/2026    | 55               | AA1            |
| 3130AMFT4                                   | 14617        | Federal Home Loan Banks  | 10,000,000.00        | 10,000,000.00        | 9,960,700.00         | 1.250        | 1.000        | 05/27/2026    | 56               | AA1            |
| 3130AMG22                                   | 14618        | Federal Home Loan Banks  | 20,000,000.00        | 20,000,000.00        | 19,943,800.00        | 2.000        | 1.100        | 05/27/2026    | 56               | AA1            |
| 3130AMGG1                                   | 14619        | Federal Home Loan Banks  | 10,000,000.00        | 10,000,000.00        | 9,972,700.00         | 2.000        | 1.160        | 05/26/2026    | 55               | AA1            |
| 3130AMFN7                                   | 14620        | Federal Home Loan Banks  | 10,000,000.00        | 10,000,000.00        | 9,972,700.00         | 2.000        | 1.175        | 05/26/2026    | 55               | AA1            |
| 3130AMG55                                   | 14622        | Federal Home Loan Banks  | 10,000,000.00        | 10,000,000.00        | 9,732,000.00         | 1.375        | 1.219        | 05/27/2027    | 421              | AA1            |
| 3130AMG22                                   | 14624        | Federal Home Loan Banks  | 10,000,000.00        | 10,000,000.00        | 9,971,900.00         | 2.000        | 1.100        | 05/27/2026    | 56               | AA1            |
| 3130AMLS9                                   | 14627        | Federal Home Loan Banks  | 10,000,000.00        | 10,000,000.00        | 9,982,100.00         | 3.000        | 1.270        | 06/17/2026    | 77               | AA1            |



City of Berkeley  
Pooled Cash and Investments  
As of March 31, 2026

| CUSIP                                              | Investment # | Issuer                      | Book Value            | Par Value             | Market Value          | Current Rate | YTM/C 365       | Maturity Date | Days To Maturity | Moody's Rating |
|----------------------------------------------------|--------------|-----------------------------|-----------------------|-----------------------|-----------------------|--------------|-----------------|---------------|------------------|----------------|
| 3130AMN24                                          | 14628        | Federal Home Loan Banks     | 10,000,000.00         | 10,000,000.00         | 9,953,900.00          | 1.150        | 1.034           | 06/03/2026    | 63               | AA1            |
| 3130AMN57                                          | 14629        | Federal Home Loan Banks     | 20,000,000.00         | 20,000,000.00         | 19,905,800.00         | 1.100        | 1.013           | 06/03/2026    | 63               | AA1            |
| 3130AMP71                                          | 14630        | Federal Home Loan Banks     | 20,000,000.00         | 20,000,000.00         | 19,891,000.00         | 1.200        | 1.077           | 06/18/2026    | 78               | AA1            |
| 3130AMPL0                                          | 14631        | Federal Home Loan Banks     | 15,000,000.00         | 15,000,000.00         | 14,927,100.00         | 1.150        | 0.375           | 06/08/2026    | 68               | AA1            |
| 3130AMMW9                                          | 14632        | Federal Home Loan Banks     | 10,000,000.00         | 10,000,000.00         | 9,956,300.00          | 1.500        | 0.500           | 06/10/2026    | 70               | AA1            |
| 3130AMWM0                                          | 14634        | Federal Home Loan Banks     | 4,250,000.00          | 4,250,000.00          | 4,221,652.50          | 1.050        | 0.500           | 06/30/2026    | 90               | AA1            |
| 3130AN5U0                                          | 14642        | Federal Home Loan Banks     | 10,000,000.00         | 10,000,000.00         | 9,934,400.00          | 1.750        | 0.500           | 07/29/2026    | 119              | AA1            |
| 3130ANJY7                                          | 14643        | Federal Home Loan Banks     | 40,000,000.00         | 40,000,000.00         | 39,555,200.00         | 1.000        | 0.400           | 08/26/2026    | 147              | AA1            |
| 3130ARTE1                                          | 14645        | Federal Home Loan Banks     | 6,425,000.00          | 6,425,000.00          | 6,272,213.50          | 4.100        | 4.100           | 04/26/2032    | 2,217            | AA1            |
| 3130AS7K9                                          | 14654        | Federal Home Loan Banks     | 5,000,000.00          | 5,000,000.00          | 4,970,900.00          | 4.440        | 4.440           | 05/26/2032    | 2,247            | AA1            |
|                                                    |              |                             | <b>305,271,624.10</b> | <b>305,275,000.00</b> | <b>303,232,066.00</b> |              | <b>1.174</b>    |               | <b>251</b>       |                |
| <b>Medium Term Notes Continuous Callable Bonds</b> |              |                             |                       |                       |                       |              |                 |               |                  |                |
| 06051GLG2                                          | 14688        | Bank of America Corporation | 1,000,000.00          | 1,000,000.00          | 1,014,240.00          | 5.202        | 5.202           | 04/25/2029    | 1,120            | A1             |
|                                                    |              | <b>Subtotal and Average</b> | <b>1,000,000.00</b>   | <b>1,000,000.00</b>   | <b>1,014,240.00</b>   |              | <b>5.202</b>    |               | <b>1,120</b>     |                |
| <b>Total Investments and Average</b>               |              |                             | <b>404,818,511.42</b> | <b>404,963,000.00</b> | <b>403,687,531.61</b> |              | <b>1971.000</b> |               | <b>441</b>       |                |

|                                                            |                       |
|------------------------------------------------------------|-----------------------|
| <b>Total Investments (Book Value)</b>                      | <b>404,818,511.42</b> |
| <b>Cash</b>                                                | <b>286,574,938.00</b> |
| <b>Total Investments (Book Value) and Cash</b>             | <b>691,393,449.42</b> |
| <b>Increase / (Decrease) in Market Value of Securities</b> | <b>(1,130,979.81)</b> |
| <b>Total Investments (Market Value) and Cash</b>           | <b>690,262,469.61</b> |



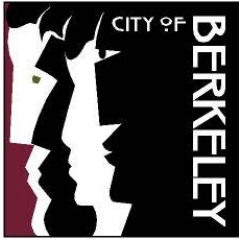
**Pooled Investments Selected Funds  
Interest Earnings  
Sorted by Fund - Fund  
January 1, 2026 - January 31, 2026  
Yield on Average Book Value**

| CUSIP                                      | Investment # | Fund | Security Type | Ending Par Value | Beginning Book Value | Average Book Value | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|--------------------------------------------|--------------|------|---------------|------------------|----------------------|--------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                            |              |      |               |                  |                      |                    |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Pooled Investment - Long Term</b> |              |      |               |                  |                      |                    |               |              |                  |                            |                         |                            |
| 3130AMWMO                                  | 14634        | 010  | MC5           | 4,250,000.00     | 4,250,000.00         | 4,250,000.00       | 06/30/2026    | 1.050        | 1.030            | 3,718.75                   | 0.00                    | 3,718.75                   |
| 3130AMPL0                                  | 14631        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 06/08/2026    | 1.150        | 1.128            | 14,375.00                  | 0.00                    | 14,375.00                  |
| 3130AMP71                                  | 14630        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 06/18/2026    | 1.200        | 1.177            | 20,000.00                  | 0.00                    | 20,000.00                  |
| 3130AMMW9                                  | 14632        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/10/2026    | 1.500        | 1.472            | 12,500.00                  | 0.00                    | 12,500.00                  |
| 3130AN5U0                                  | 14642        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 07/29/2026    | 1.750        | 1.717            | 14,583.33                  | 0.00                    | 14,583.33                  |
| 3130ANJY7                                  | 14643        | 010  | MC5           | 40,000,000.00    | 40,000,000.00        | 40,000,000.00      | 08/26/2026    | 1.000        | 0.981            | 33,333.33                  | 0.00                    | 33,333.33                  |
| 3130ARTE1                                  | 14645        | 010  | MC5           | 6,425,000.00     | 6,425,000.00         | 6,425,000.00       | 04/26/2032    | 4.100        | 4.023            | 21,952.08                  | 0.00                    | 21,952.08                  |
| 3130AMN57                                  | 14629        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 06/03/2026    | 1.100        | 1.079            | 18,333.33                  | 0.00                    | 18,333.33                  |
| 3130AMN24                                  | 14628        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/03/2026    | 1.150        | 1.128            | 9,583.33                   | 0.00                    | 9,583.33                   |
| 3130ALZA5                                  | 14612        | 010  | MC5           | 9,000,000.00     | 9,000,000.00         | 9,000,000.00       | 04/29/2026    | 3.000        | 2.944            | 22,500.00                  | 0.00                    | 22,500.00                  |
| 3130AMAV4                                  | 14611        | 010  | MC5           | 5,600,000.00     | 5,600,000.00         | 5,600,000.00       | 04/29/2027    | 1.250        | 1.226            | 5,833.33                   | 0.00                    | 5,833.33                   |
| 3130AMEX6                                  | 14613        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/27/2026    | 2.500        | 2.453            | 31,250.00                  | 0.00                    | 31,250.00                  |
| 3130AMFQ0                                  | 14616        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/26/2026    | 1.150        | 1.128            | 14,375.00                  | 0.00                    | 14,375.00                  |
| 3130AMF72                                  | 14615        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/27/2026    | 1.300        | 1.276            | 16,250.00                  | 0.00                    | 16,250.00                  |
| 3130AMG22                                  | 14624        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2026    | 2.000        | 1.962            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMLS9                                  | 14627        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/17/2026    | 3.000        | 2.944            | 25,000.00                  | 0.00                    | 25,000.00                  |
| 3130AMG55                                  | 14622        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2027    | 1.375        | 1.349            | 11,458.33                  | 0.00                    | 11,458.33                  |
| 3130AMGG1                                  | 14619        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/26/2026    | 2.000        | 1.962            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMFN7                                  | 14620        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/26/2026    | 2.000        | 1.962            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMFT4                                  | 14617        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2026    | 1.250        | 1.226            | 10,416.67                  | 0.00                    | 10,416.67                  |
| 3130AMG22                                  | 14618        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 05/27/2026    | 2.000        | 1.962            | 33,333.33                  | 0.00                    | 33,333.33                  |
| 3130AS7K9                                  | 14654        | 010  | MC5           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 05/26/2032    | 4.440        | 4.356            | 18,500.00                  | 0.00                    | 18,500.00                  |
| 3133EPPE9                                  | 14689        | 010  | FAC           | 5,000,000.00     | 4,996,077.31         | 4,996,415.89       | 07/06/2026    | 4.375        | 4.446            | 18,229.17                  | 636.12                  | 18,865.29                  |
| 3133EPGG4                                  | 14686        | 010  | FAC           | 5,000,000.00     | 4,969,605.84         | 4,969,790.44       | 04/20/2033    | 4.000        | 4.031            | 16,666.67                  | 346.83                  | 17,013.50                  |
| 3133EPPF6                                  | 14690        | 010  | FAC           | 5,000,000.00     | 4,973,172.91         | 4,973,511.81       | 07/05/2029    | 4.125        | 4.220            | 17,187.50                  | 636.72                  | 17,824.22                  |
| 3133ENWW6                                  | 14653        | 010  | MC5           | 5,000,000.00     | 4,996,486.37         | 4,996,510.80       | 05/17/2032    | 4.370        | 4.302            | 18,208.33                  | 45.91                   | 18,254.24                  |
| 3133ENV72                                  | 14669        | 010  | FAC           | 5,000,000.00     | 4,997,439.47         | 4,997,637.95       | 07/27/2026    | 4.500        | 4.505            | 18,750.00                  | 372.89                  | 19,122.89                  |
| 3133ENN30                                  | 14668        | 010  | FAC           | 5,000,000.00     | 4,738,733.29         | 4,740,457.91       | 09/20/2032    | 3.875        | 4.815            | 16,145.83                  | 3,240.19                | 19,386.02                  |
| 3133ENUV0                                  | 14644        | 010  | MC5           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 04/19/2032    | 4.000        | 3.925            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3133EN6K1                                  | 14676        | 010  | MC4           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 01/23/2030    | 4.220        | 4.141            | 17,583.33                  | 0.00                    | 17,583.33                  |

Pooled Investments Selected Funds  
Interest Earnings  
January 1, 2026 - January 31, 2026

Exhibit 2-B.1

| CUSIP                                      | Investment # | Fund | Security Type   | Ending Par Value      | Beginning Book Value  | Average Book Value    | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|--------------------------------------------|--------------|------|-----------------|-----------------------|-----------------------|-----------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                            |              |      |                 |                       |                       |                       |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Pooled Investment - Long Term</b> |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 3133ENS50                                  | 14667        | 010  | FAC             | 5,000,000.00          | 4,999,723.15          | 4,999,730.03          | 10/14/2027    | 4.125        | 4.051            | 17,187.50                  | 12.92                   | 17,200.42                  |
| 3133EPAJ4                                  | 14679        | 010  | MC4             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 02/09/2033    | 4.000        | 3.925            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3133EN6K1                                  | 14677        | 010  | MC4             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 01/23/2030    | 4.220        | 4.141            | 17,583.33                  | 0.00                    | 17,583.33                  |
| 3133ENVV9                                  | 14647        | 010  | MC5             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 05/03/2027    | 3.630        | 3.562            | 15,125.00                  | 0.00                    | 15,125.00                  |
| 617446HD4                                  | 14670        | 010  | MTN             | 10,000,000.00         | 10,589,985.53         | 10,585,798.54         | 04/01/2032    | 7.250        | 5.845            | 60,416.67                  | -7,866.47               | 52,550.20                  |
| 06051GLG2                                  | 14688        | 010  | MC6             | 1,000,000.00          | 1,000,000.00          | 1,000,000.00          | 04/25/2029    | 5.202        | 5.104            | 4,335.00                   | 0.00                    | 4,335.00                   |
| 31422XJW3                                  | 14638        | 010  | MC5             | 10,000,000.00         | 10,000,000.00         | 10,000,000.00         | 07/20/2026    | 1.500        | 1.472            | 12,500.00                  | 0.00                    | 12,500.00                  |
| 24422EWK1                                  | 14663        | 010  | MTN             | 5,000,000.00          | 4,992,358.73          | 4,992,557.45          | 09/15/2027    | 4.150        | 4.166            | 17,291.67                  | 373.36                  | 17,665.03                  |
| 91159HHM5                                  | 14684        | 010  | MC3             | 5,000,000.00          | 4,967,138.63          | 4,971,662.09          | 04/27/2026    | 3.100        | 5.072            | 12,916.67                  | 8,498.63                | 21,415.30                  |
| 91159HHW3                                  | 14693        | 010  | MC3             | 5,000,000.00          | 4,526,903.28          | 4,532,752.02          | 07/30/2029    | 3.000        | 6.107            | 12,500.00                  | 11,010.79               | 23,510.79                  |
| 747525AU7                                  | 14587        | 010  | MTN             | 5,963,000.00          | 6,024,271.91          | 6,022,311.25          | 05/20/2027    | 3.250        | 2.437            | 16,149.79                  | -3,683.68               | 12,466.11                  |
| 375558BF9                                  | 14570        | 010  | MTN             | 5,000,000.00          | 5,003,968.07          | 5,002,912.05          | 03/01/2026    | 3.650        | 3.112            | 15,208.33                  | -1,984.03               | 13,224.30                  |
| 233851CU6                                  | 14571        | 010  | MTN             | 5,000,000.00          | 5,011,616.37          | 5,011,108.18          | 01/06/2027    | 3.450        | 3.153            | 14,375.00                  | -954.77                 | 13,420.23                  |
| 233851CU6                                  | 14574        | 010  | MTN             | 3,725,000.00          | 3,740,107.84          | 3,739,446.91          | 01/06/2027    | 3.450        | 2.981            | 10,709.38                  | -1,241.74               | 9,467.64                   |
| 07330MAA5                                  | 14588        | 010  | MTN             | 5,000,000.00          | 5,054,730.37          | 5,051,813.46          | 10/30/2026    | 3.800        | 2.410            | 15,833.33                  | -5,491.34               | 10,341.99                  |
| 30303M8G0                                  | 14660        | 010  | MTN             | 5,000,000.00          | 4,937,759.56          | 4,939,461.34          | 08/15/2027    | 3.500        | 4.238            | 14,583.33                  | 3,197.28                | 17,780.61                  |
| 857477CD3                                  | 14698        | 010  | MC3             | 4,000,000.00          | 4,000,000.00          | 4,000,000.00          | 08/03/2026    | 5.272        | 5.173            | 17,573.33                  | 0.00                    | 17,573.33                  |
|                                            |              |      | <b>Subtotal</b> | <b>409,963,000.00</b> | <b>409,795,078.63</b> | <b>409,798,878.13</b> |               |              | <b>2.370</b>     | <b>817,688.32</b>          | <b>7,149.61</b>         | <b>824,837.93</b>          |
| <b>Fund: Wells Fargo MM- Regular</b>       |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| SYS14701                                   | 14701        | 025  | RRP             | 239,186,031.27        | 258,066,115.30        | 247,999,807.14        |               |              | 3.575            | 752,923.92                 | 0.00                    | 752,923.92                 |
|                                            |              |      | <b>Subtotal</b> | <b>239,186,031.27</b> | <b>258,066,115.30</b> | <b>247,999,807.14</b> |               |              | <b>3.575</b>     | <b>752,923.92</b>          | <b>0.00</b>             | <b>752,923.92</b>          |
| <b>Fund: Fidelity MM - Regular</b>         |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| SYS14265                                   | 14265        | 040  | RRP             | 37,963,436.65         | 37,846,693.43         | 37,850,459.34         |               | 0.003        | 3.632            | 116,743.22                 | 0.00                    | 116,743.22                 |
|                                            |              |      | <b>Subtotal</b> | <b>37,963,436.65</b>  | <b>37,846,693.43</b>  | <b>37,850,459.34</b>  |               |              | <b>3.632</b>     | <b>116,743.22</b>          | <b>0.00</b>             | <b>116,743.22</b>          |
|                                            |              |      | <b>Total</b>    | <b>687,112,467.92</b> | <b>705,707,887.36</b> | <b>695,649,144.61</b> |               |              | <b>2.868</b>     | <b>1,687,355.46</b>        | <b>7,149.61</b>         | <b>1,694,505.07</b>        |



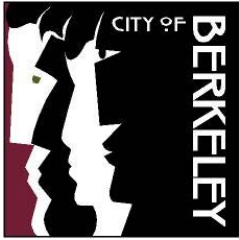
**Pooled Investments Selected Funds  
Interest Earnings  
Sorted by Fund - Fund  
February 1, 2026 - February 28, 2026  
Yield on Average Book Value**

| CUSIP                                      | Investment # | Fund | Security Type | Ending Par Value | Beginning Book Value | Average Book Value | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|--------------------------------------------|--------------|------|---------------|------------------|----------------------|--------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                            |              |      |               |                  |                      |                    |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Pooled Investment - Long Term</b> |              |      |               |                  |                      |                    |               |              |                  |                            |                         |                            |
| 3130AMWMO                                  | 14634        | 010  | MC5           | 4,250,000.00     | 4,250,000.00         | 4,250,000.00       | 06/30/2026    | 1.050        | 1.141            | 3,718.75                   | 0.00                    | 3,718.75                   |
| 3130AMPL0                                  | 14631        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 06/08/2026    | 1.150        | 1.249            | 14,375.00                  | 0.00                    | 14,375.00                  |
| 3130AMP71                                  | 14630        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 06/18/2026    | 1.200        | 1.304            | 20,000.00                  | 0.00                    | 20,000.00                  |
| 3130AMMW9                                  | 14632        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/10/2026    | 1.500        | 1.629            | 12,500.00                  | 0.00                    | 12,500.00                  |
| 3130AN5U0                                  | 14642        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 07/29/2026    | 1.750        | 1.901            | 14,583.33                  | 0.00                    | 14,583.33                  |
| 3130ANJY7                                  | 14643        | 010  | MC5           | 40,000,000.00    | 40,000,000.00        | 40,000,000.00      | 08/26/2026    | 1.000        | 1.086            | 33,333.33                  | 0.00                    | 33,333.33                  |
| 3130ARTE1                                  | 14645        | 010  | MC5           | 6,425,000.00     | 6,425,000.00         | 6,425,000.00       | 04/26/2032    | 4.100        | 4.454            | 21,952.08                  | 0.00                    | 21,952.08                  |
| 3130AMN57                                  | 14629        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 06/03/2026    | 1.100        | 1.195            | 18,333.33                  | 0.00                    | 18,333.33                  |
| 3130AMN24                                  | 14628        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/03/2026    | 1.150        | 1.249            | 9,583.33                   | 0.00                    | 9,583.33                   |
| 3130ALZA5                                  | 14612        | 010  | MC5           | 9,000,000.00     | 9,000,000.00         | 9,000,000.00       | 04/29/2026    | 3.000        | 3.259            | 22,500.00                  | 0.00                    | 22,500.00                  |
| 3130AMAV4                                  | 14611        | 010  | MC5           | 5,600,000.00     | 5,600,000.00         | 5,600,000.00       | 04/29/2027    | 1.250        | 1.358            | 5,833.33                   | 0.00                    | 5,833.33                   |
| 3130AMEX6                                  | 14613        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/27/2026    | 2.500        | 2.716            | 31,250.00                  | 0.00                    | 31,250.00                  |
| 3130AMFQ0                                  | 14616        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/26/2026    | 1.150        | 1.249            | 14,375.00                  | 0.00                    | 14,375.00                  |
| 3130AMF72                                  | 14615        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/27/2026    | 1.300        | 1.412            | 16,250.00                  | 0.00                    | 16,250.00                  |
| 3130AMG22                                  | 14624        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2026    | 2.000        | 2.173            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMLS9                                  | 14627        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/17/2026    | 3.000        | 3.259            | 25,000.00                  | 0.00                    | 25,000.00                  |
| 3130AMG55                                  | 14622        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2027    | 1.375        | 1.494            | 11,458.33                  | 0.00                    | 11,458.33                  |
| 3130AMGG1                                  | 14619        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/26/2026    | 2.000        | 2.173            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMFN7                                  | 14620        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/26/2026    | 2.000        | 2.173            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMFT4                                  | 14617        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2026    | 1.250        | 1.358            | 10,416.67                  | 0.00                    | 10,416.67                  |
| 3130AMG22                                  | 14618        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 05/27/2026    | 2.000        | 2.173            | 33,333.33                  | 0.00                    | 33,333.33                  |
| 3130AS7K9                                  | 14654        | 010  | MC5           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 05/26/2032    | 4.440        | 4.823            | 18,500.00                  | 0.00                    | 18,500.00                  |
| 3133EPPE9                                  | 14689        | 010  | FAC           | 5,000,000.00     | 4,996,713.43         | 4,997,022.39       | 07/06/2026    | 4.375        | 4.921            | 18,229.17                  | 636.11                  | 18,865.28                  |
| 3133EPGG4                                  | 14686        | 010  | FAC           | 5,000,000.00     | 4,969,952.67         | 4,970,121.13       | 04/20/2033    | 4.000        | 4.462            | 16,666.67                  | 346.84                  | 17,013.51                  |
| 3133EPPF6                                  | 14690        | 010  | FAC           | 5,000,000.00     | 4,973,809.63         | 4,974,118.89       | 07/05/2029    | 4.125        | 4.671            | 17,187.50                  | 636.72                  | 17,824.22                  |
| 3133ENWW6                                  | 14653        | 010  | MC5           | 5,000,000.00     | 4,996,532.28         | 4,996,554.57       | 05/17/2032    | 4.370        | 4.762            | 18,208.33                  | 45.91                   | 18,254.24                  |
| 3133ENV72                                  | 14669        | 010  | FAC           | 5,000,000.00     | 4,997,812.36         | 4,997,993.48       | 07/27/2026    | 4.500        | 4.988            | 18,750.00                  | 372.90                  | 19,122.90                  |
| 3133ENN30                                  | 14668        | 010  | FAC           | 5,000,000.00     | 4,741,973.48         | 4,743,547.28       | 09/20/2032    | 3.875        | 5.327            | 16,145.83                  | 3,240.18                | 19,386.01                  |
| 3133ENUV0                                  | 14644        | 010  | MC5           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 04/19/2032    | 4.000        | 4.345            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3133EN6K1                                  | 14676        | 010  | MC4           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 01/23/2030    | 4.220        | 4.584            | 17,583.33                  | 0.00                    | 17,583.33                  |

**Pooled Investments Selected Funds  
Interest Earnings  
February 1, 2026 - February 28, 2026**

**Exhibit 2-B.2**

| CUSIP                                      | Investment # | Fund | Security Type   | Ending Par Value      | Beginning Book Value  | Average Book Value    | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|--------------------------------------------|--------------|------|-----------------|-----------------------|-----------------------|-----------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                            |              |      |                 |                       |                       |                       |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Pooled Investment - Long Term</b> |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 3133ENS50                                  | 14667        | 010  | FAC             | 5,000,000.00          | 4,999,736.07          | 4,999,742.34          | 10/14/2027    | 4.125        | 4.485            | 17,187.50                  | 12.92                   | 17,200.42                  |
| 3133EPAJ4                                  | 14679        | 010  | MC4             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 02/09/2033    | 4.000        | 4.345            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3133EN6K1                                  | 14677        | 010  | MC4             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 01/23/2030    | 4.220        | 4.584            | 17,583.33                  | 0.00                    | 17,583.33                  |
| 3133ENVV9                                  | 14647        | 010  | MC5             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 05/03/2027    | 3.630        | 3.943            | 15,125.00                  | 0.00                    | 15,125.00                  |
| 617446HD4                                  | 14670        | 010  | MTN             | 10,000,000.00         | 10,582,119.06         | 10,578,298.20         | 04/01/2032    | 7.250        | 6.476            | 60,416.67                  | -7,866.48               | 52,550.19                  |
| 06051GLG2                                  | 14688        | 010  | MC6             | 1,000,000.00          | 1,000,000.00          | 1,000,000.00          | 04/25/2029    | 5.202        | 5.651            | 4,335.00                   | 0.00                    | 4,335.00                   |
| 31422XJW3                                  | 14638        | 010  | MC5             | 10,000,000.00         | 10,000,000.00         | 10,000,000.00         | 07/20/2026    | 1.500        | 1.629            | 12,500.00                  | 0.00                    | 12,500.00                  |
| 24422EWK1                                  | 14663        | 010  | MTN             | 5,000,000.00          | 4,992,732.09          | 4,992,913.43          | 09/15/2027    | 4.150        | 4.612            | 17,291.67                  | 373.35                  | 17,665.02                  |
| 91159HHM5                                  | 14684        | 010  | MC3             | 5,000,000.00          | 4,975,637.26          | 4,979,765.17          | 04/27/2026    | 3.100        | 5.606            | 12,916.67                  | 8,498.63                | 21,415.30                  |
| 91159HHW3                                  | 14693        | 010  | MC3             | 5,000,000.00          | 4,537,914.07          | 4,543,262.16          | 07/30/2029    | 3.000        | 6.746            | 12,500.00                  | 11,010.78               | 23,510.78                  |
| 747525AU7                                  | 14587        | 010  | MTN             | 5,963,000.00          | 6,020,588.23          | 6,018,799.02          | 05/20/2027    | 3.250        | 2.700            | 16,149.79                  | -3,683.68               | 12,466.11                  |
| 375558BF9                                  | 14570        | 010  | MTN             | 5,000,000.00          | 5,001,984.04          | 5,001,020.36          | 03/01/2026    | 3.650        | 3.447            | 15,208.33                  | -1,984.04               | 13,224.29                  |
| 233851CU6                                  | 14571        | 010  | MTN             | 5,000,000.00          | 5,010,661.60          | 5,010,197.85          | 01/06/2027    | 3.450        | 3.492            | 14,375.00                  | -954.77                 | 13,420.23                  |
| 233851CU6                                  | 14574        | 010  | MTN             | 3,725,000.00          | 3,738,866.10          | 3,738,262.97          | 01/06/2027    | 3.450        | 3.301            | 10,709.38                  | -1,241.74               | 9,467.64                   |
| 07330MAA5                                  | 14588        | 010  | MTN             | 5,000,000.00          | 5,049,239.03          | 5,046,571.81          | 10/30/2026    | 3.800        | 2.671            | 15,833.33                  | -5,491.34               | 10,341.99                  |
| 30303M8G0                                  | 14660        | 010  | MTN             | 5,000,000.00          | 4,940,956.84          | 4,942,509.81          | 08/15/2027    | 3.500        | 4.690            | 14,583.33                  | 3,197.28                | 17,780.61                  |
| 857477CD3                                  | 14698        | 010  | MC3             | 4,000,000.00          | 4,000,000.00          | 4,000,000.00          | 08/03/2026    | 5.272        | 5.727            | 17,573.33                  | 0.00                    | 17,573.33                  |
|                                            |              |      | <b>Subtotal</b> | <b>409,963,000.00</b> | <b>409,802,228.24</b> | <b>409,805,700.86</b> |               |              | <b>2.624</b>     | <b>817,688.32</b>          | <b>7,149.57</b>         | <b>824,837.89</b>          |
| <b>Fund: Wells Fargo MM- Regular</b>       |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| SYS14701                                   | 14701        | 025  | RRP             | 225,658,494.36        | 239,186,031.27        | 231,684,928.50        |               |              | 3.899            | 693,009.81                 | 0.00                    | 693,009.81                 |
|                                            |              |      | <b>Subtotal</b> | <b>225,658,494.36</b> | <b>239,186,031.27</b> | <b>231,684,928.50</b> |               |              | <b>3.899</b>     | <b>693,009.81</b>          | <b>0.00</b>             | <b>693,009.81</b>          |
| <b>Fund: Fidelity MM - Regular</b>         |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| SYS14265                                   | 14265        | 040  | RRP             | 38,068,182.31         | 37,963,436.65         | 37,967,177.57         |               | 0.003        | 3.596            | 104,745.66                 | 0.00                    | 104,745.66                 |
|                                            |              |      | <b>Subtotal</b> | <b>38,068,182.31</b>  | <b>37,963,436.65</b>  | <b>37,967,177.57</b>  |               |              | <b>3.596</b>     | <b>104,745.66</b>          | <b>0.00</b>             | <b>104,745.66</b>          |
|                                            |              |      | <b>Total</b>    | <b>673,689,676.67</b> | <b>686,951,696.16</b> | <b>679,457,806.93</b> |               |              | <b>3.113</b>     | <b>1,615,443.79</b>        | <b>7,149.57</b>         | <b>1,622,593.36</b>        |



**Pooled Investments Selected Funds  
Interest Earnings  
Sorted by Fund - Fund  
March 1, 2026 - March 31, 2026  
Yield on Average Book Value**

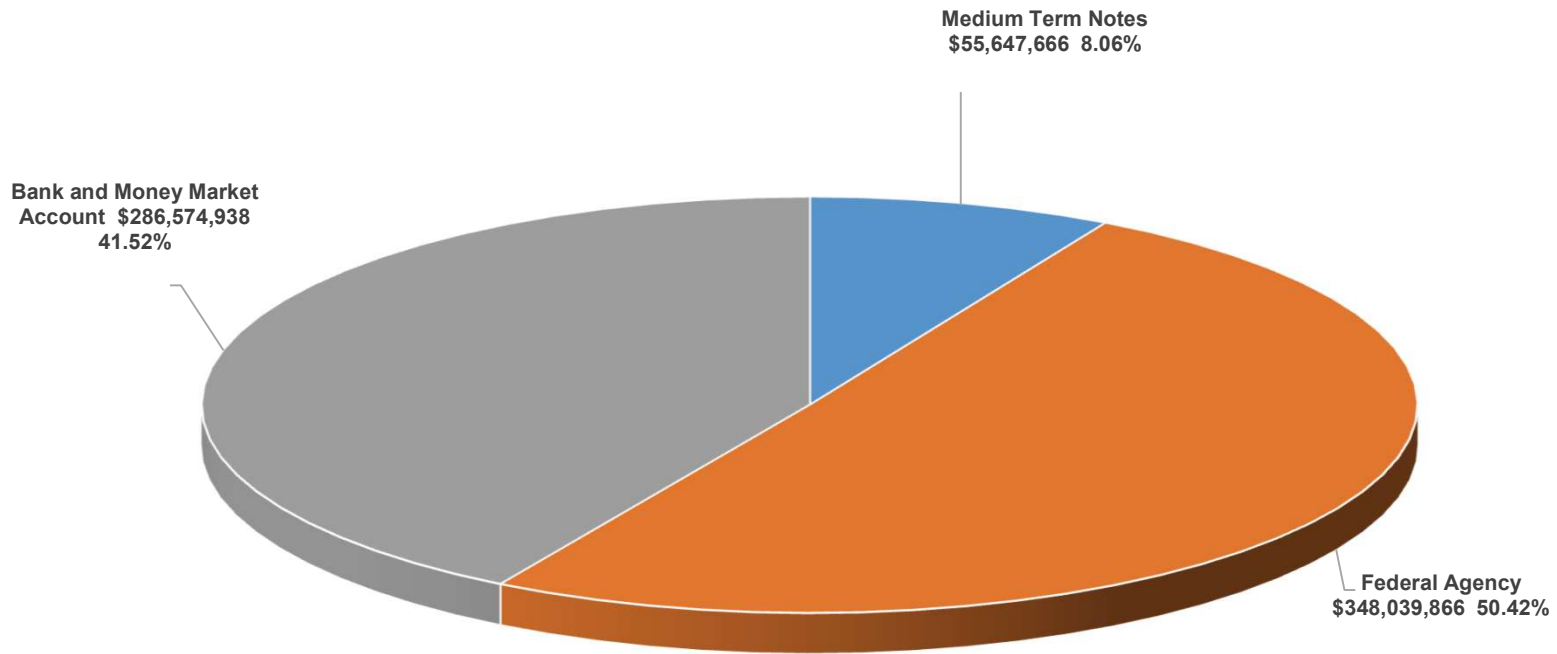
| CUSIP                                      | Investment # | Fund | Security Type | Ending Par Value | Beginning Book Value | Average Book Value | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|--------------------------------------------|--------------|------|---------------|------------------|----------------------|--------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                            |              |      |               |                  |                      |                    |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Pooled Investment - Long Term</b> |              |      |               |                  |                      |                    |               |              |                  |                            |                         |                            |
| 3130AMWMO                                  | 14634        | 010  | MC5           | 4,250,000.00     | 4,250,000.00         | 4,250,000.00       | 06/30/2026    | 1.050        | 1.030            | 3,718.75                   | 0.00                    | 3,718.75                   |
| 3130AMPL0                                  | 14631        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 06/08/2026    | 1.150        | 1.128            | 14,375.00                  | 0.00                    | 14,375.00                  |
| 3130AMP71                                  | 14630        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 06/18/2026    | 1.200        | 1.177            | 20,000.00                  | 0.00                    | 20,000.00                  |
| 3130AMMW9                                  | 14632        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/10/2026    | 1.500        | 1.472            | 12,500.00                  | 0.00                    | 12,500.00                  |
| 3130AN5U0                                  | 14642        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 07/29/2026    | 1.750        | 1.717            | 14,583.33                  | 0.00                    | 14,583.33                  |
| 3130ANJY7                                  | 14643        | 010  | MC5           | 40,000,000.00    | 40,000,000.00        | 40,000,000.00      | 08/26/2026    | 1.000        | 0.981            | 33,333.33                  | 0.00                    | 33,333.33                  |
| 3130ARTE1                                  | 14645        | 010  | MC5           | 6,425,000.00     | 6,425,000.00         | 6,425,000.00       | 04/26/2032    | 4.100        | 4.023            | 21,952.08                  | 0.00                    | 21,952.08                  |
| 3130AMN57                                  | 14629        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 06/03/2026    | 1.100        | 1.079            | 18,333.33                  | 0.00                    | 18,333.33                  |
| 3130AMN24                                  | 14628        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/03/2026    | 1.150        | 1.128            | 9,583.33                   | 0.00                    | 9,583.33                   |
| 3130ALZA5                                  | 14612        | 010  | MC5           | 9,000,000.00     | 9,000,000.00         | 9,000,000.00       | 04/29/2026    | 3.000        | 2.944            | 22,500.00                  | 0.00                    | 22,500.00                  |
| 3130AMAV4                                  | 14611        | 010  | MC5           | 5,600,000.00     | 5,600,000.00         | 5,600,000.00       | 04/29/2027    | 1.250        | 1.226            | 5,833.33                   | 0.00                    | 5,833.33                   |
| 3130AMEX6                                  | 14613        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/27/2026    | 2.500        | 2.453            | 31,250.00                  | 0.00                    | 31,250.00                  |
| 3130AMFQ0                                  | 14616        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/26/2026    | 1.150        | 1.128            | 14,375.00                  | 0.00                    | 14,375.00                  |
| 3130AMF72                                  | 14615        | 010  | MC5           | 15,000,000.00    | 15,000,000.00        | 15,000,000.00      | 05/27/2026    | 1.300        | 1.276            | 16,250.00                  | 0.00                    | 16,250.00                  |
| 3130AMG22                                  | 14624        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2026    | 2.000        | 1.962            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMLS9                                  | 14627        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 06/17/2026    | 3.000        | 2.944            | 25,000.00                  | 0.00                    | 25,000.00                  |
| 3130AMG55                                  | 14622        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2027    | 1.375        | 1.349            | 11,458.33                  | 0.00                    | 11,458.33                  |
| 3130AMGG1                                  | 14619        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/26/2026    | 2.000        | 1.962            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMFN7                                  | 14620        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/26/2026    | 2.000        | 1.962            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3130AMFT4                                  | 14617        | 010  | MC5           | 10,000,000.00    | 10,000,000.00        | 10,000,000.00      | 05/27/2026    | 1.250        | 1.226            | 10,416.67                  | 0.00                    | 10,416.67                  |
| 3130AMG22                                  | 14618        | 010  | MC5           | 20,000,000.00    | 20,000,000.00        | 20,000,000.00      | 05/27/2026    | 2.000        | 1.962            | 33,333.33                  | 0.00                    | 33,333.33                  |
| 3130AS7K9                                  | 14654        | 010  | MC5           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 05/26/2032    | 4.440        | 4.356            | 18,500.00                  | 0.00                    | 18,500.00                  |
| 3133EPPE9                                  | 14689        | 010  | FAC           | 5,000,000.00     | 4,997,349.54         | 4,997,688.11       | 07/06/2026    | 4.375        | 4.445            | 18,229.17                  | 636.11                  | 18,865.28                  |
| 3133EPGG4                                  | 14686        | 010  | FAC           | 5,000,000.00     | 4,970,299.51         | 4,970,484.11       | 04/20/2033    | 4.000        | 4.030            | 16,666.67                  | 346.83                  | 17,013.50                  |
| 3133EPPF6                                  | 14690        | 010  | FAC           | 5,000,000.00     | 4,974,446.35         | 4,974,785.25       | 07/05/2029    | 4.125        | 4.219            | 17,187.50                  | 636.72                  | 17,824.22                  |
| 3133ENWW6                                  | 14653        | 010  | MC5           | 5,000,000.00     | 4,996,578.19         | 4,996,602.62       | 05/17/2032    | 4.370        | 4.302            | 18,208.33                  | 45.91                   | 18,254.24                  |
| 3133ENV72                                  | 14669        | 010  | FAC           | 5,000,000.00     | 4,998,185.26         | 4,998,383.73       | 07/27/2026    | 4.500        | 4.505            | 18,750.00                  | 372.89                  | 19,122.89                  |
| 3133ENN30                                  | 14668        | 010  | FAC           | 5,000,000.00     | 4,745,213.66         | 4,746,938.27       | 09/20/2032    | 3.875        | 4.808            | 16,145.83                  | 3,240.18                | 19,386.01                  |
| 3133ENUV0                                  | 14644        | 010  | MC5           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 04/19/2032    | 4.000        | 3.925            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3133EN6K1                                  | 14676        | 010  | MC4           | 5,000,000.00     | 5,000,000.00         | 5,000,000.00       | 01/23/2030    | 4.220        | 4.141            | 17,583.33                  | 0.00                    | 17,583.33                  |

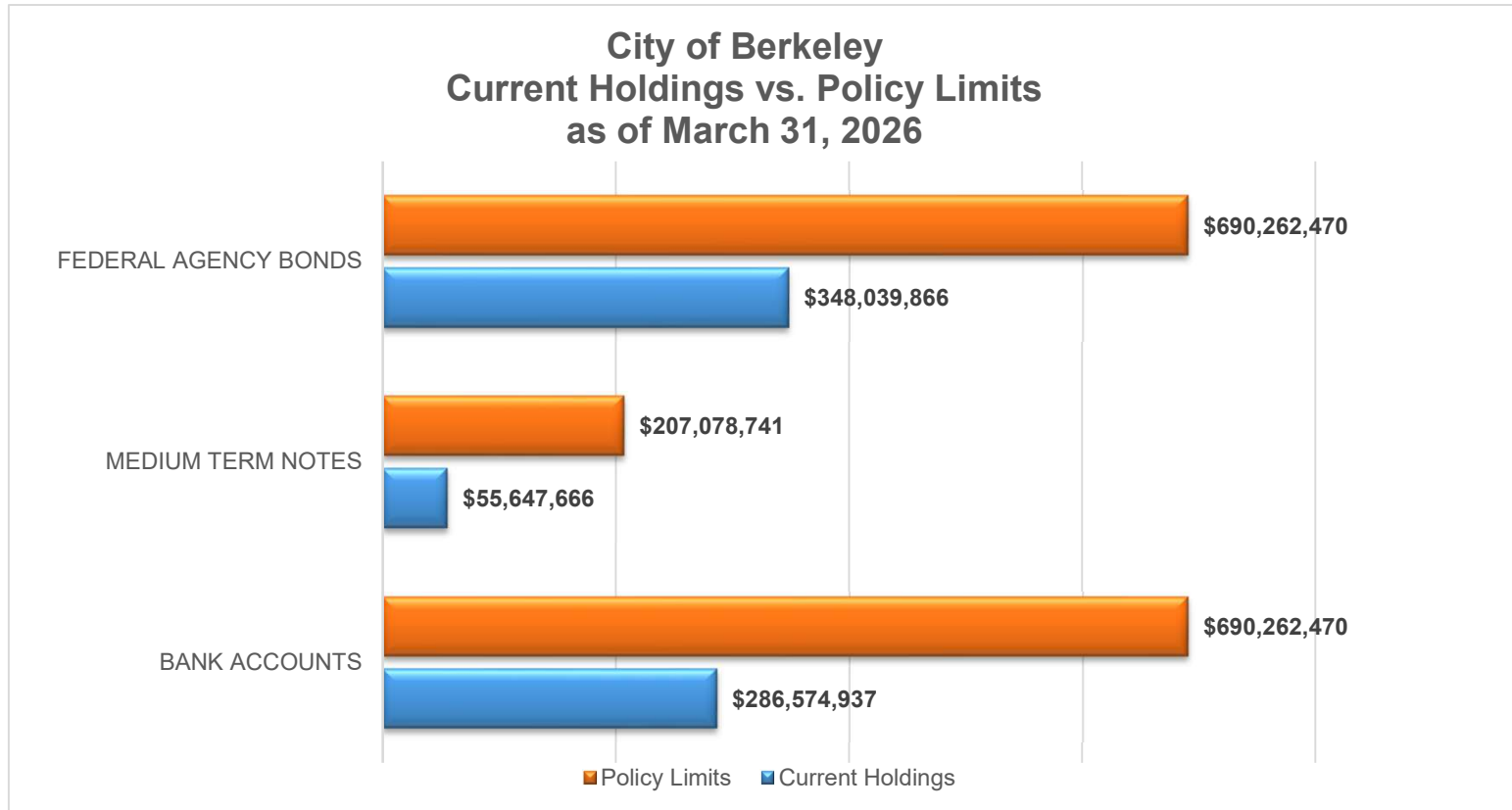
**Pooled Investments Selected Funds  
Interest Earnings  
March 1, 2026 - March 31, 2026**

**Exhibit 2-B.3**

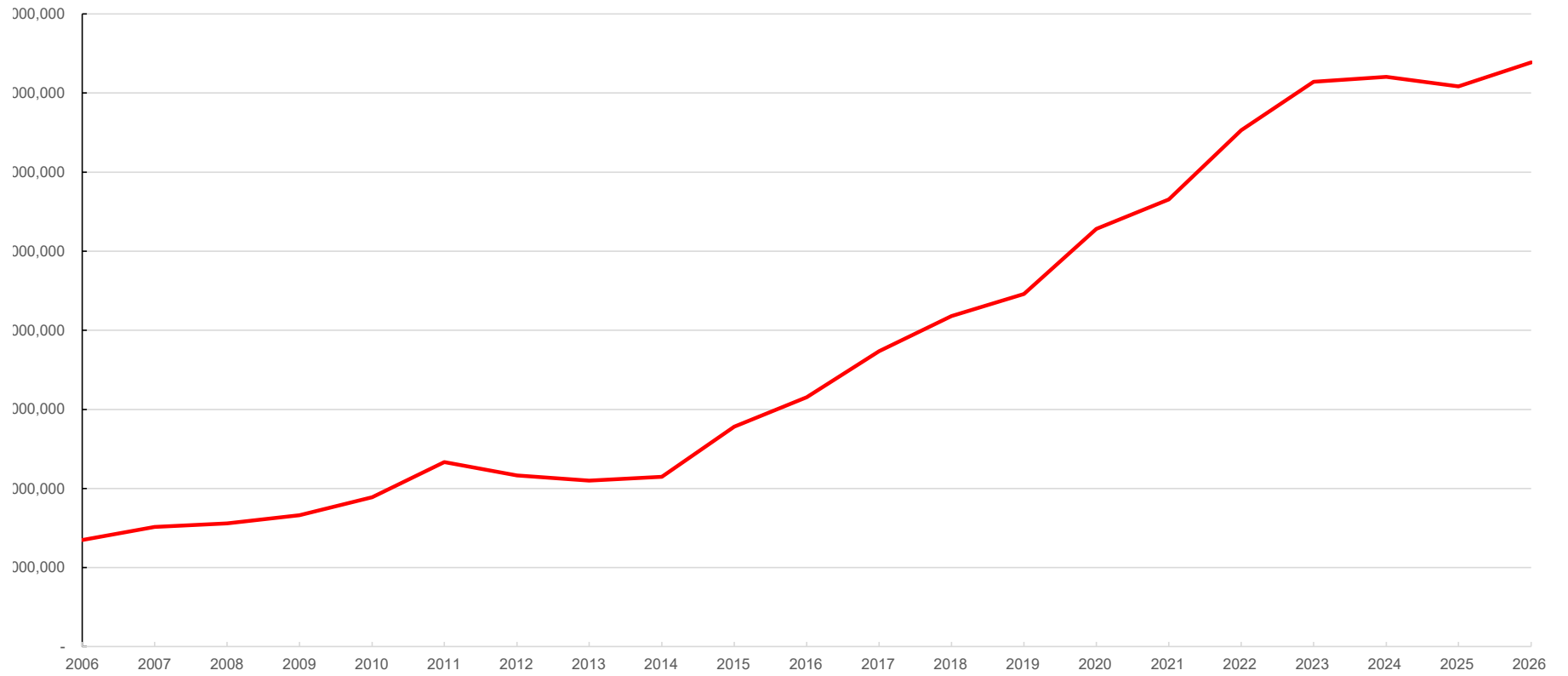
| CUSIP                                      | Investment # | Fund | Security Type   | Ending Par Value      | Beginning Book Value  | Average Book Value    | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|--------------------------------------------|--------------|------|-----------------|-----------------------|-----------------------|-----------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                                            |              |      |                 |                       |                       |                       |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Pooled Investment - Long Term</b> |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 3133ENS50                                  | 14667        | 010  | FAC             | 5,000,000.00          | 4,999,748.99          | 4,999,755.86          | 10/14/2027    | 4.125        | 4.051            | 17,187.50                  | 12.91                   | 17,200.41                  |
| 3133EPAJ4                                  | 14679        | 010  | MC4             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 02/09/2033    | 4.000        | 3.925            | 16,666.67                  | 0.00                    | 16,666.67                  |
| 3133EN6K1                                  | 14677        | 010  | MC4             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 01/23/2030    | 4.220        | 4.141            | 17,583.33                  | 0.00                    | 17,583.33                  |
| 3133ENVV9                                  | 14647        | 010  | MC5             | 5,000,000.00          | 5,000,000.00          | 5,000,000.00          | 05/03/2027    | 3.630        | 3.562            | 15,125.00                  | 0.00                    | 15,125.00                  |
| 617446HD4                                  | 14670        | 010  | MTN             | 10,000,000.00         | 10,574,252.58         | 10,570,065.59         | 04/01/2032    | 7.250        | 5.854            | 60,416.67                  | -7,866.47               | 52,550.20                  |
| 06051GLG2                                  | 14688        | 010  | MC6             | 1,000,000.00          | 1,000,000.00          | 1,000,000.00          | 04/25/2029    | 5.202        | 5.104            | 4,335.00                   | 0.00                    | 4,335.00                   |
| 31422XJW3                                  | 14638        | 010  | MC5             | 10,000,000.00         | 10,000,000.00         | 10,000,000.00         | 07/20/2026    | 1.500        | 1.472            | 12,500.00                  | 0.00                    | 12,500.00                  |
| 24422EWK1                                  | 14663        | 010  | MTN             | 5,000,000.00          | 4,993,105.44          | 4,993,304.16          | 09/15/2027    | 4.150        | 4.165            | 17,291.67                  | 373.35                  | 17,665.02                  |
| 91159HHM5                                  | 14684        | 010  | MC3             | 5,000,000.00          | 4,984,135.89          | 4,988,659.35          | 04/27/2026    | 3.100        | 5.054            | 12,916.67                  | 8,498.63                | 21,415.30                  |
| 91159HHW3                                  | 14693        | 010  | MC3             | 5,000,000.00          | 4,548,924.85          | 4,554,773.59          | 07/30/2029    | 3.000        | 6.078            | 12,500.00                  | 11,010.79               | 23,510.79                  |
| 747525AU7                                  | 14587        | 010  | MTN             | 5,963,000.00          | 6,016,904.55          | 6,014,943.88          | 05/20/2027    | 3.250        | 2.440            | 16,149.79                  | -3,683.68               | 12,466.11                  |
| 233851CU6                                  | 14571        | 010  | MTN             | 5,000,000.00          | 5,009,706.83          | 5,009,198.64          | 01/06/2027    | 3.450        | 3.154            | 14,375.00                  | -954.77                 | 13,420.23                  |
| 233851CU6                                  | 14574        | 010  | MTN             | 3,725,000.00          | 3,737,624.36          | 3,736,963.43          | 01/06/2027    | 3.450        | 2.983            | 10,709.38                  | -1,241.74               | 9,467.64                   |
| 07330MAA5                                  | 14588        | 010  | MTN             | 5,000,000.00          | 5,043,747.69          | 5,040,830.78          | 10/30/2026    | 3.800        | 2.416            | 15,833.33                  | -5,491.34               | 10,341.99                  |
| 30303M8G0                                  | 14660        | 010  | MTN             | 5,000,000.00          | 4,944,154.12          | 4,945,855.90          | 08/15/2027    | 3.500        | 4.233            | 14,583.33                  | 3,197.29                | 17,780.62                  |
| 857477CD3                                  | 14698        | 010  | MC3             | 4,000,000.00          | 4,000,000.00          | 4,000,000.00          | 08/03/2026    | 5.272        | 5.173            | 17,573.33                  | 0.00                    | 17,573.33                  |
|                                            |              |      | <b>Subtotal</b> | <b>404,963,000.00</b> | <b>404,809,377.81</b> | <b>404,814,233.29</b> |               |              | <b>2.361</b>     | <b>802,479.99</b>          | <b>9,133.61</b>         | <b>811,613.60</b>          |
| <b>Fund: Wells Fargo MM- Regular</b>       |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| SYS14701                                   | 14701        | 025  | RRP             | 249,250,824.26        | 225,658,494.36        | 229,535,631.28        |               |              | 3.727            | 726,605.07                 | 0.00                    | 726,605.07                 |
|                                            |              |      | <b>Subtotal</b> | <b>249,250,824.26</b> | <b>225,658,494.36</b> | <b>229,535,631.28</b> |               |              | <b>3.727</b>     | <b>726,605.07</b>          | <b>0.00</b>             | <b>726,605.07</b>          |
| <b>Fund: Fidelity MM - Regular</b>         |              |      |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| SYS14265                                   | 14265        | 040  | RRP             | 38,183,708.82         | 38,068,182.31         | 38,071,908.97         |               | 0.003        | 3.573            | 115,526.51                 | 0.00                    | 115,526.51                 |
|                                            |              |      | <b>Subtotal</b> | <b>38,183,708.82</b>  | <b>38,068,182.31</b>  | <b>38,071,908.97</b>  |               |              | <b>3.573</b>     | <b>115,526.51</b>          | <b>0.00</b>             | <b>115,526.51</b>          |
|                                            |              |      | <b>Total</b>    | <b>692,397,533.08</b> | <b>668,536,054.48</b> | <b>672,421,773.54</b> |               |              | <b>2.896</b>     | <b>1,644,611.57</b>        | <b>9,133.61</b>         | <b>1,653,745.18</b>        |

**Pooled Cash and Investments  
(Market Value)  
as of March 31, 2026**





**Pooled and Trust  
Cash and Investment Portfolio Trend  
as of March 31, 2026**



## Exhibit 2-F

## Investments Yielding 2 Percent or Less Maturing in 2026 or 2027

| <u>Investment<br/>Number</u> | <u>Investment<br/>Par Value</u> | <u>Interest<br/>Rate</u> | <u>Maturity<br/>Date</u> |
|------------------------------|---------------------------------|--------------------------|--------------------------|
| 14619                        | 10,000,000                      | 2.00%                    | 05/26/2026               |
| 14620                        | 10,000,000                      | 2.00%                    | 05/26/2026               |
| 14618                        | 20,000,000                      | 1.25%                    | 05/27/2026               |
| 14622                        | 10,000,000                      | 1.38%                    | 05/27/2026               |
| 14632                        | 10,000,000                      | 1.50%                    | 06/10/2026               |
| 14630                        | 20,000,000                      | 1.20%                    | 06/18/2026               |
| 14629                        | 20,000,000                      | 1.10%                    | 06/02/2026               |
| 14627                        | 10,000,000                      | 1.30%                    | 06/17/2026               |
| 14628                        | 10,000,000                      | 1.15%                    | 06/03/2026               |
| 14643                        | 40,000,000                      | 1.00%                    | 08/26/2026               |
| 14642                        | 10,000,000                      | 1.75%                    | 07/29/2026               |
| 14631                        | 15,000,000                      | 1.15%                    | 06/08/2026               |
| 14634                        | 4,250,000                       | 1.05%                    | 06/30/2026               |
| 14616                        | 15,000,000                      | 1.15%                    | 05/26/2026               |
| 14611                        | 5,600,000                       | 1.25%                    | 04/29/2027               |
| 14624                        | 10,000,000                      | 1.25%                    | 05/27/2026               |
| 14613                        | 15,000,000                      | 1.75%                    | 05/27/2026               |
| 14612                        | 9,000,000                       | 2.00%                    | 04/29/2026               |
| 14615                        | 15,000,000                      | 1.30%                    | 05/27/2026               |
| 14638                        | 10,000,000                      | 1.50%                    | 07/20/2026               |
|                              | <u>\$268,850,000</u>            |                          |                          |



**Summary of Pooled Cash and Investments - Trust Funds**  
**(Market Value)**  
**As of March 31, 2026**

|                                   |                                         | <u>Pooled Cash</u>  | <u>Investments<br/>(Book Value)</u> | <u>Gain/Loss on<br/>Investments</u> | <u>Pooled Cash<br/>&amp; Investments<br/>(Market Value)</u> |
|-----------------------------------|-----------------------------------------|---------------------|-------------------------------------|-------------------------------------|-------------------------------------------------------------|
| <b>Retiree Medical Trust Fund</b> |                                         |                     |                                     |                                     |                                                             |
| <b>Fund No.</b>                   |                                         |                     |                                     |                                     |                                                             |
| 721                               | BHA                                     | \$ 105,492          | 739,258                             | (31,630)                            | \$ 813,120                                                  |
| 722                               | M1=IBEW                                 | (238,631)           | 37,230                              | (10,046)                            | (211,447)                                                   |
| 723                               | M2=Local 1                              | 1,629,360           | 13,900,550                          | (521,042)                           | 15,008,868                                                  |
| 724                               | MUI=Z1                                  | 274,511             | 2,041,732                           | (68,262)                            | 2,247,982                                                   |
| 725                               | MUI=Z2 to Z6                            | 373,082             | 3,033,402                           | (116,323)                           | 3,290,161                                                   |
| 726                               | M535= Local 535                         | 1,417,670           | 11,574,938                          | (351,543)                           | 12,641,065                                                  |
| 727                               | M3=Local 790                            | 770,450             | 7,267,465                           | (345,977)                           | 7,691,938                                                   |
|                                   | <b>Total Retiree Medical Trust Fund</b> | <b>4,331,934</b>    | <b>38,594,576</b>                   | <b>(1,444,823)</b>                  | <b>41,481,686</b>                                           |
| <b>Fire Medical Trust Fund</b>    |                                         |                     |                                     |                                     |                                                             |
| 736                               | Fire Medical Trust Fund                 | 1,115,348           | 15,298,901                          | (949,357)                           | 15,464,891                                                  |
|                                   | <b>Total Fire Medical Trust Fund</b>    | <b>1,115,348</b>    | <b>15,298,901</b>                   | <b>(949,357)</b>                    | <b>15,464,891</b>                                           |
| <b>Police Medical Trust Fund</b>  |                                         |                     |                                     |                                     |                                                             |
| 731                               | Police EE Retiree HLT Assistance Plan   | 337,671             | 1,857,119                           | (196,896)                           | 1,997,894                                                   |
| 706                               | Police Medical Trust Fund               | (76,775)            | 1,996,740                           | (283,790)                           | 1,636,175                                                   |
|                                   | <b>Total Police Medical Trust Fund</b>  | <b>260,896</b>      | <b>3,853,858</b>                    | <b>(480,686)</b>                    | <b>3,634,069</b>                                            |
|                                   | <b>Total Trust Funds</b>                | <b>\$ 5,708,178</b> | <b>\$ 57,747,335</b>                | <b>\$ (2,874,867)</b>               | <b>\$ 60,580,646</b>                                        |



**Retiree Medical Trust Fund  
Fund 721 - 727  
Interest Earnings  
January 01 to March 31, 2026**

| Investments<br>As of March 31, 2026       |              |                          |                      |                      |                      |                      |               |                | Interest Earnings<br>January 01 to March 31, 2026 |                   |                 |                         |                            |
|-------------------------------------------|--------------|--------------------------|----------------------|----------------------|----------------------|----------------------|---------------|----------------|---------------------------------------------------|-------------------|-----------------|-------------------------|----------------------------|
| CUSIP                                     | Investment # | Issuer                   | Par Value            | Beginning Book Value | Ending Book Value    | Market Value         | Maturity Date | Moody's Rating | Adjusted Interest Earnings                        |                   |                 |                         |                            |
|                                           |              |                          |                      |                      |                      |                      |               |                | Current Rate                                      | Annualized Yield  | Interest Earned | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Medium Term Notes</b>                  |              |                          |                      |                      |                      |                      |               |                |                                                   |                   |                 |                         |                            |
| 717081ED1                                 | 14713        | Pfizer                   | 3,800,000.00         | -                    | 3,196,953.46         | 3,059,798.00         | 12/15/2046    | A2             | 4.125                                             | 5.678             | 11,320.84       | 2,103.46                | 13,424.30                  |
| <b>Medium Term Notes - Callable</b>       |              |                          |                      |                      |                      |                      |               |                |                                                   |                   |                 |                         |                            |
| 26442UJAU8                                | 14705        | Duke Energy Progress LLC | 2,000,000.00         | 1,997,774.05         | 1,997,891.76         | 2,004,140.00         | 03/15/2035    | AA3            | 5.050                                             | 5.138             | 25,250.00       | 58.85                   | 25,308.85                  |
| 665859AX2                                 | 14671        | Northern Trust Corp      | 10,000,000.00        | 10,012,066.50        | 10,011,215.08        | 10,663,300.00        | 11/02/2032    | A2             | 6.125                                             | 6.186             | 153,125.00      | (425.71)                | 152,699.29                 |
| <b>Federal Agency Continuous Callable</b> |              |                          |                      |                      |                      |                      |               |                |                                                   |                   |                 |                         |                            |
| 3133EPNL5                                 | 14692 Misc   | Federal Farm Credit Bank | 3,796,800.00         | 3,775,321.53         | 3,776,711.23         | 3,770,260.37         | 06/23/2033    | AA1            | 5.180                                             | 5.355             | 49,168.56       | 694.85                  | 49,863.41                  |
| <b>Continuous Callable Bonds</b>          |              |                          |                      |                      |                      |                      |               |                |                                                   |                   |                 |                         |                            |
| 797440CD4                                 | 14680        | San Diego Gas & Electric | 2,000,000.00         | 1,980,750.76         | 1,981,100.75         | 1,839,960.00         | 04/01/2053    | A1             | 5.350                                             | 5.512             | 26,750.00       | 174.99                  | 26,924.99                  |
| <b>Corporate Bonds - Callable</b>         |              |                          |                      |                      |                      |                      |               |                |                                                   |                   |                 |                         |                            |
| 002824BH2                                 | 14712        | Abbott Labs              | 5,000,000.00         | -                    | 4,750,661.45         | 4,589,600.00         | 03/05/2046    | AA3            | 4.900                                             | 5.284             | 17,694.44       | 871.46                  | 18,565.90                  |
| 25161FXB9                                 | 14706        | Deutsche Bank            | 4,000,000.00         | 4,000,000.00         | 4,000,000.00         | 3,969,920.00         | 03/29/2040    | A1             | 5.600                                             | 5.678             | 56,000.00       | -                       | 56,000.00                  |
| 91159XFL4                                 | 14714        | US Bancorp               | 3,000,000.00         | -                    | 3,000,000.00         | 2,959,410.00         | 03/06/2046    | A3             | 5.600                                             | 5.459             | 11,666.67       | -                       | 11,666.67                  |
| <b>Preferred Securities</b>               |              |                          |                      |                      |                      |                      |               |                |                                                   |                   |                 |                         |                            |
| 00206R706                                 | 14591        | AT&T Inc.                | 1,680,033.60         | 1,680,033.60         | 1,680,033.60         | 1,226,691.20         | N/A           | N/A            | 4.596                                             | 4.596             | 19,325.09       | -                       | 19,325.09                  |
| 00206R706                                 | 14596        | AT&T Inc.                | 1,680,008.40         | 1,680,008.40         | 1,680,008.40         | 1,226,672.80         | N/A           | N/A            | 4.640                                             | 4.640             | 19,442.82       | -                       | 19,442.82                  |
| 00206R706                                 | 14597        | AT&T Inc.                | 2,520,000.00         | 2,520,000.00         | 2,520,000.00         | 1,840,000.00         | N/A           | N/A            | 4.643                                             | 4.643             | 29,176.26       | -                       | 29,176.26                  |
| <b>Pooled Cash</b>                        |              |                          |                      |                      |                      |                      |               |                |                                                   |                   |                 |                         |                            |
|                                           |              |                          | 4,331,934.20         | 14,383,008.61        | 4,331,934.20         | 4,331,934.20         | N/A           | N/A            |                                                   | 4.300             | 135,000.13      | -                       | 135,000.13                 |
| <b>Total</b>                              |              |                          | <b>43,808,776.20</b> | <b>42,028,963.45</b> | <b>42,926,509.93</b> | <b>41,481,686.57</b> |               |                | <b>5.181</b>                                      | <b>553,919.81</b> | <b>3,477.90</b> | <b>557,397.71</b>       |                            |

**Total Pooled Cash and Investments (Book Value) \$ 42,926,509.93**  
**Gain/Loss on Investments (1,444,823.36)**  
**Total Pooled Cash and Investments (Market Value) 41,481,686.57**



**Fire Retiree Medical  
Fund 736  
Interest Earnings  
January 01 to March 31, 2026**

| Investments<br>As of March 31, 2026         |              |                               |                         |                         |                         |                         |               | Interest Earnings<br>January 01 to March 31, 2026 |              |                  |                      |                         |                            |
|---------------------------------------------|--------------|-------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------|---------------------------------------------------|--------------|------------------|----------------------|-------------------------|----------------------------|
|                                             |              |                               |                         |                         |                         |                         |               | Adjusted Interest Earnings                        |              |                  |                      |                         |                            |
| CUSIP                                       | Investment # | Issuer                        | Par Value               | Beginning Book Value    | Ending Book Value       | Market Value            | Maturity Date | Moody's Rating                                    | Current Rate | Annualized Yield | Interest Earned      | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Federal Agency Continuously Callable</b> |              |                               |                         |                         |                         |                         |               |                                                   |              |                  |                      |                         |                            |
| 3133EPNL5                                   | 14692        | Fire Federal Farm Credit Bank | 28,400.00               | 28,244.54               | 28,249.74               | 28,201.48               | 06/23/2033    | AA1                                               | 5.180        | 5.355            | 367.78               | 5.20                    | 372.98                     |
| <b>Federal Agency Continuously Callable</b> |              |                               |                         |                         |                         |                         |               |                                                   |              |                  |                      |                         |                            |
| 3130B5CR7                                   | 14703        | Federal Home Loan Banks       | -                       | 4,000,000.00            | -                       | -                       | 03/06/2025    | AA1                                               | 5.890        | 6.065            | 42,538.89            | -                       | 42,538.89                  |
| 3133ER6C0                                   | 14704        | Federal Farm Credit Bank      | -                       | 4,000,000.00            | -                       | -                       | 03/06/2025    | AA1                                               | 5.740        | 5.911            | 41,455.56            | -                       | 41,455.56                  |
| <b>Corporate Bonds - Callable</b>           |              |                               |                         |                         |                         |                         |               |                                                   |              |                  |                      |                         |                            |
| 002824BH2                                   | 14710        | Abbott Labs                   | 5,000,000.00            | -                       | 4,750,675.96            | 4,589,600.00            | 11/30/2046    | AA3                                               | 4.900        | 5.291            | 18,375.00            | 904.93                  | 19,279.93                  |
| 91159XFL4                                   | 14711        | US Bancorp                    | 8,000,000.00            | -                       | 8,000,000.00            | 7,891,760.00            | 03/06/2046    | A3                                                | 5.600        | 5.459            | 31,111.11            | -                       | 31,111.11                  |
| <b>Preferred Securities</b>                 |              |                               |                         |                         |                         |                         |               |                                                   |              |                  |                      |                         |                            |
| 00206R706                                   | 14592        | AT&T Inc.                     | 1,679,983.20            | 1,679,983.20            | 1,679,983.20            | 1,226,654.40            | N/A           | N/A                                               | 4.596        | 4.665            | 19,324.52            | -                       | 19,324.52                  |
| 00206R706                                   | 14594        | AT&T Inc.                     | 839,991.60              | 839,991.60              | 839,991.60              | 613,327.20              | N/A           | N/A                                               | 4.640        | 4.694            | 9,721.26             | -                       | 9,721.26                   |
| <b>Pooled Cash</b>                          |              |                               |                         |                         |                         |                         |               |                                                   |              |                  |                      |                         |                            |
|                                             |              |                               | 1,115,348.40            | 5,493,940.67            | 1,115,348.40            | 1,115,348.40            | N/A           | N/A                                               |              | 4.145            | 48,346.93            | -                       | 48,346.93                  |
| <b>Total</b>                                |              |                               | <b>\$ 16,663,723.20</b> | <b>\$ 16,042,160.01</b> | <b>\$ 16,414,248.90</b> | <b>\$ 15,464,891.48</b> |               |                                                   |              | <b>5.135</b>     | <b>\$ 211,241.05</b> | <b>\$ 910.13</b>        | <b>\$ 212,151.18</b>       |

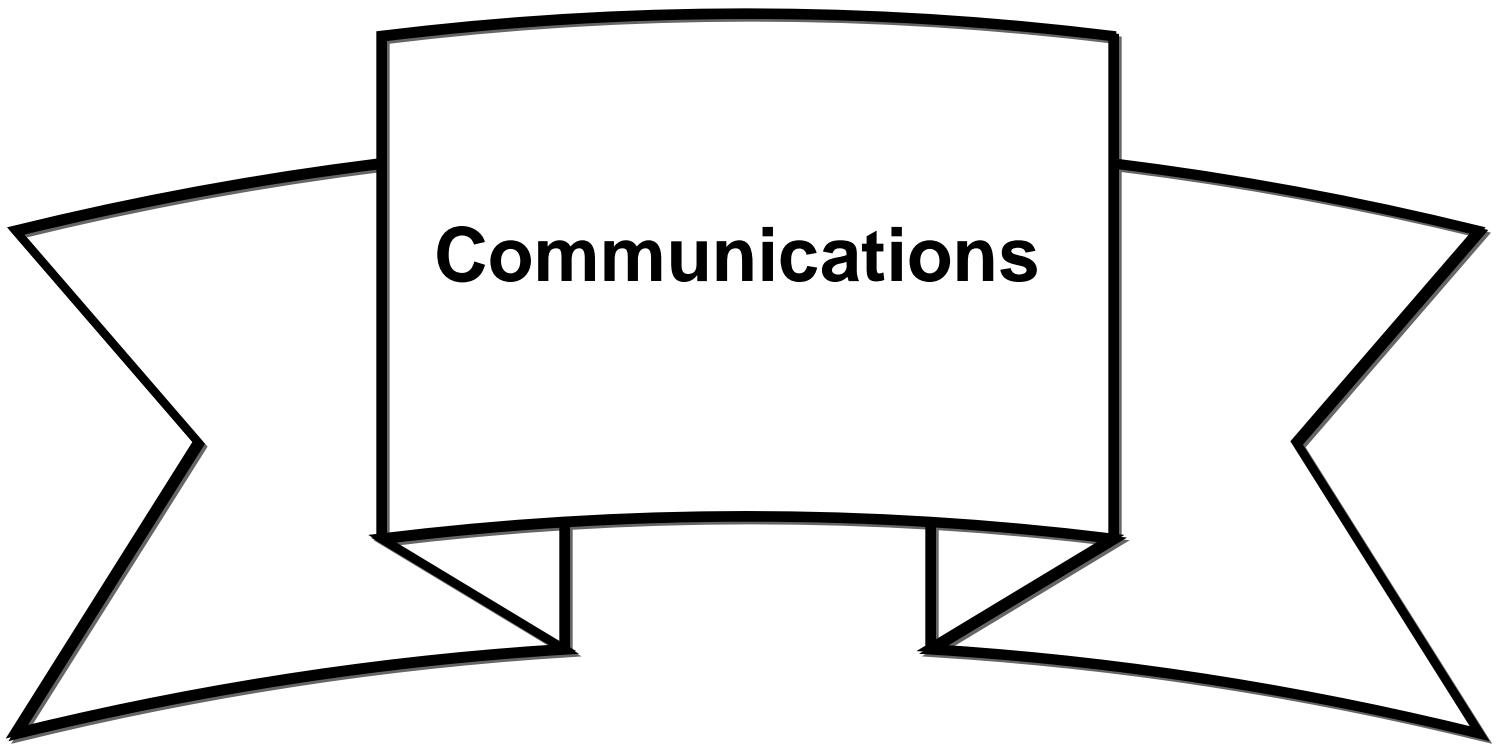
|                                                         |                      |
|---------------------------------------------------------|----------------------|
| Total Pooled Cash and Investments (Book Value)          | \$ 16,414,248.90     |
| Gain/Loss on Investments                                | (949,357.42)         |
| <b>Total Pooled Cash and Investments (Market Value)</b> | <b>15,464,891.48</b> |



**Police Retiree Medical  
Fund 731 and 706  
Interest Earnings  
January 01 to March 31, 2026**

| Investments<br>As of March 31, 2026         |              |                          |                        |                        |                        |                        |               |                | Interest Earnings<br>January 01 to March 31, 2026 |                  |                            |                         |                            |
|---------------------------------------------|--------------|--------------------------|------------------------|------------------------|------------------------|------------------------|---------------|----------------|---------------------------------------------------|------------------|----------------------------|-------------------------|----------------------------|
| CUSIP                                       | Investment # | Issuer                   | Par Value              | Beginning Book Value   | Ending Book Value      | Market Value           | Maturity Date | Moody's Rating | Current Rate                                      | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|                                             |              |                          |                        |                        |                        |                        |               |                |                                                   |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Federal Agency Continuously Callable</b> |              |                          |                        |                        |                        |                        |               |                |                                                   |                  |                            |                         |                            |
| 3133EPNL5                                   | 14692 Pol    | Federal Farm Credit Bank | 174,800.00             | 173,843.15             | 173,875.14             | 173,578.15             | 06/23/2033    | AA1            | 5.180                                             | 5.355            | 2,263.66                   | 31.99                   | 2,295.65                   |
| <b>Corporate Bonds - Callable</b>           |              |                          |                        |                        |                        |                        |               |                |                                                   |                  |                            |                         |                            |
| 91159XFL4                                   | 14715        | US Bancorp               | 2,000,000.00           | -                      | 2,000,000.00           | 1,972,940.00           | 03/06/2046    | A3             | 5.600                                             | 5.459            | 7,777.78                   | -                       | 7,777.78                   |
| <b>Preferred Securities</b>                 |              |                          |                        |                        |                        |                        |               |                |                                                   |                  |                            |                         |                            |
| 00206R706                                   | 14593        | AT&T Inc.                | 1,679,983.20           | 1,679,983.20           | 1,679,983.20           | 1,226,654.40           | N/A           | N/A            | 4.596                                             | 4.665            | 19,324.52                  | -                       | 19,324.52                  |
| <b>Pooled Cash</b>                          |              |                          |                        |                        |                        |                        |               |                |                                                   |                  |                            |                         |                            |
|                                             |              |                          | 260,896.00             | 2,539,178.15           | 260,896.00             | 260,896.00             | N/A           | N/A            |                                                   | 4.414            | 22,322.24                  | -                       | 22,322.24                  |
| <b>Total</b>                                |              |                          | <b>\$ 4,115,679.20</b> | <b>\$ 4,393,004.50</b> | <b>\$ 4,114,754.34</b> | <b>\$ 3,634,068.55</b> |               |                |                                                   | <b>4.679</b>     | <b>\$ 51,688.20</b>        | <b>\$ 31.99</b>         | <b>\$ 51,720.19</b>        |

**Total Pooled Cash and Investments (Book Value) \$ 4,114,754.34**  
**Gain/Loss on Investments (480,685.79)**  
**Total Pooled Cash and Investments (Market Value) 3,634,068.55**



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

**Records Online**

<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