REVISED AGENDA
(REVISED TO ADD A TELECONFERENCE LOCATION AND ADD CONTINUED ITEM FROM JUNE 30, 2026)

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
TELECONFERENCE LOCATION - 1027 BANCROFT WAY, BERKELEY, CA 94710

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.*

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

Action Calendar – Continued Business

A. Placing an Ordinance Amending the Rent Stabilization Ordinance on the November 3, 2026 Ballot *(Continued from June 30, 2026) (Item Contains Revised Material)*
From: Councilmember Lunaparra (Author), Councilmember Tregub (Co-Sponsor), Mayor Ishii (Co-Sponsor)
Recommendation:
1) Adopt a Resolution submitting the Ordinance Amending the Rent Stabilization Ordinance to a vote of the people at the November 3, 2026 General Municipal Election.
2) Designate, by motion, specific members of the Council to file ballot measure arguments on this measure as provided for in Elections Code Section 9282.
Financial Implications: See report
Contact: Cecilia Lunaparra, Councilmember, District 7, (510) 981-7170

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.
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
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

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, (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, 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.

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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 July 2, 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.

Cecilia Lunaparra
Councilmember Berkeley District 7

A

REVISED AGENDA MATERIAL
for Supplemental Packet 2

Meeting Date: June 30, 2026

Item Number: 45

Item Description: Placing an ~~Initiative~~ Ordinance Amending the Rent Stabilization Ordinance on the November 3, 2026 Ballot

Submitted by: Councilmember Lunaparra (author), Councilmember Tregub (cosponsor), Mayor Ishii (cosponsor)

This supplemental item adds the ballot question drafted in consultation with the City Attorney's Office and corrects inadvertent typographic errors.

The item amends the requirement to provide written notice of Golden Duplex status for Golden Duplex Tenancies, changing the date of commencement from July 1st, 2027 to December 1st, 2027. It clarifies that the condition of the Golden Duplex exemption is temporary (six months following the expiration of the lease term in effect) upon providing written notice of exemption.

Lastly, the item sets a maximum periodic rent increase of 10% without tying it to the maximum allowed under state law.

Attachments:

1. Amended Transmittal
2. Resolution Submitting to the Berkeley Electorate an Ordinance Amending the Rent Stabilization Ordinance for the November 3, 2026 Ballot
   Exhibit A: Amended Text of Measure

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7170
E-Mail: *clunaparra@berkeleyca.gov*

Cecilia Lunaparra
Councilmember Berkeley District 7

CONSENT CALENDAR
June 30, 2026

To: Honorable Members of the City Council

From: Councilmember Lunaparra (Author), Councilmember Tregub (cosponsor), Mayor Ishii (cosponsor)

Subject: Placing an ~~Initiative~~ Ordinance Amending the Rent Stabilization Ordinance on the November 3, 2026 Ballot

RECOMMENDATION

1) Adopt a Resolution submitting the ~~Initiative~~ Ordinance Amending the Rent Stabilization Ordinance to a vote of the people at the November 3, 2026 General Municipal Election.

2) Designate, by motion, specific members of the Council to file ballot measure arguments on this measure as provided for in Elections Code Section 9282.

CURRENT SITUATION AND ITS EFFECTS

Berkeley's Rent Stabilization ordinance provided the gold standard of tenant protections when it was passed in 1980. In 2024, Berkeley voters passed the Berkeley Tenant Protection and Right to Organize Act, which amended Berkeley's laws to align with the current, dire needs of Berkeley residents and new best practices adopted by other municipalities. Since then, stakeholders have identified several areas of the ordinance that require further revision, mostly related to nonsubstantive or administrative amendments.

This proposed ~~Initiative~~ Ordinance:

- Corrects typos, clarifies language, and deletes obsolete sections
- Makes administrative changes to increase efficiency
- Authorizes the Rent Board to ~~the Board~~ adopt regulations to waive or reduce fees for a residential property leased or controlled by certain 501(c)(3) nonprofit organizations.
- Lowers the threshold of property size where the presence of a property management company is required for the Right to Organize to apply from 10 units to 5 units.
- Sets a maximum periodic rent increase of 10%, regardless of banked AGAs~~, tied to the maximum allowed under state law (currently 10%)~~.
- Requires written notice of Golden Duplex status for Golden Duplex Tenancies commencing after December 1st, 2027. Conditions Golden Duplex exemption temporarily (six months following the expiration of the lease term in effect) on providing written notice of exemption.
- ~~Requires certain landlords to provide a written notice of exemption in order to maintain their exemption, for tenancies beginning after the passage of this Initiative Ordinance.~~

The proposed amendments have been reviewed by the City Attorney's Office and the Rent Stabilization Board Legal Department. They were also discussed at the 4x4 Joint Task Force Committee on Housing meeting of April 17, 2026 and the Rent Stabilization Board meetings of March 23, 2026 and May 28, 2026.

BACKGROUND

This ~~Initiative~~ Ordinance would amend Berkeley's rent stabilization and eviction ordinance, codified in Chapter 13.76 of the Municipal Code by accomplishing the following:

Section	Page # (Exhibit A)	Description
13.76.020.H	1	Corrects typographic error.
13.76.050.B	2-3	Clarifies definitions of newly constructed rental unit and separately alienable dwelling unit to exclude units subject to a Civil Code section 1954.52(b) agreement.
13.76.050.C.9	5	Requires written notice of Golden Duplex status for Golden Duplex Tenancies. Conditions Golden Duplex exemption temporarily (six months following the expiration of the lease term in effect) on providing written notice of exemption for tenancies commencing after December 1, 2027 ~~for tenancies after November 3, 2026~~.
Proposed 13.76.050.D	5	Creates a prohibition on a unit exemption applying to a sitting tenancy.
13.76.080.B	5-6	Removes requirement that Initial Registration Statement must always include Pre-Costa Hawkins tenancy information.
13.76.080.E	6	Applies vacancy registration requirement to fully covered units only.
13.76.080.G	7	Changes registration fee deadline to September 30.
13.76.080.J	7	Removes reference to July 1 registration deadline.
13.76.080.M	7	Removes reference to July 1 registration deadline.
Proposed 13.76.080.N	7-8	Creates Paperless Billing requirement for landlords with 5 or more rental units.
Proposed 13.76.080.O	8	Authorizes the Rent Board to the Board adopt regulations to waive or reduce fees for a residential property leased or controlled by certain 501(c)(3) nonprofit organizations.
13.76.110.D	9	Removes reference to July 1 registration deadline.
13.76.110.E	9	Strikes obsolete section.
Proposed 13.76.110.F	9	Sets a maximum periodic rent increase of 10%, regardless of banked AGAs~~, tied to the maximum allowed under state law (currently 10%)~~.
13.76.130.A.2	10	Corrects typographic error.
13.76.130.A.6	12	Corrects typographic error.

13.76.130.A.8(l)	15	Corrects typographic error.
13.76.130.A.8(p)	16-17	Clarifies OMI relocation benefits release process. Corrects typographic error.
13.76.130.A.9	18	Clarifies non-substantive header for Just Cause related to expiration of the temporary lease of the landlord's primary residence.
13.76.135.A	19-20	Lowers the threshold of property size where the presence of a property management company is required for the Right to Organize to apply from 10 units to 5 units. Clarifies that a Tenant Association remains valid after a property management company no longer manages the property.
13.76.135.C	20	Corrects typographic error

Additionally, according to California Elections Code 9282 (b), measures placed on the ballot by the legislative body, or a member or members of the legislative body authorized by that body, or an individual voter who is eligible to vote on the measure, or bona fide association of citizens, or a combination of voters and associations, may file a written argument for or against any city measure.

ENVIRONMENTAL SUSTAINABILITY

Creating a Paperless Billing requirement for landlords with 5 or more rental units will have a positive impact on the environment by reducing the use of paper.

FISCAL IMPACTS

No direct fiscal impacts related to the recommended action to place the ~~initiative~~ ordinance on the ballot. In general, election services have seen a steep increase since 2018, with the City's first million-dollar election in 2020. In addition, the number of measures placed on the ballot, and the length of the measures, are the primary driving factors in the fluctuation of election costs.

Attachments:

1. Resolution Submitting to the Berkeley Electorate an ~~Initiative~~ Ordinance Amending the Rent Stabilization Ordinance for the November 3, 2026 Ballot
   Exhibit A: Text of Measure

CONTACT PERSON

Councilmember Cecilia Lunaparra, (510) 981-7170
Jonah Gottlieb, Chief of Staff

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

SUBMITTING TO THE BERKELEY ELECTORATE AN ~~INITIATIVE~~ ORDINANCE AMENDING THE RENT STABILIZATION ORDINANCE FOR THE NOVEMBER 3, 2026 BALLOT

WHEREAS, the Berkeley City Council has elected to submit to the voters at the November 3, 2026 General Municipal Election, an ~~Initiative~~ Ordinance Amending the Rent Stabilization Ordinance ("Measure"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Council desires to submit this ~~measure~~ Measure to be placed upon the ballot at the November 3, 2026 General Municipal Election, consistent with the Council's Resolution No. 72,236-N.S., adopted on April 21, 2026, calling for a General Municipal Election to be consolidated with ~~said~~ the statewide election; and

WHEREAS, Council Resolution No. 72,236-N.S. adopted the provisions of Elections Code Section 9285(a) providing for the filing of rebuttal arguments for City ballot measures, pursuant to Elections Code Section 9285(b).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Berkeley that pursuant to Elections Code Sections 9222, 10002, 10400, and 10403, the City Council does hereby call an election on Tuesday, November 3, 2026 and requests that the Alameda County Board of Supervisors consolidate the election with the Statewide General Election on that same date in the manner and schedule established by Resolution No. 72,236-N.S. and submit the Measure to the qualified voters of the City, at the consolidated election.~~an Initiative Ordinance Amending the Rent Stabilization Ordinance ("Measure"), the full text of which is attached hereto as Exhibit A, shall be placed before the voters at the election on November 3, 2026.~~

BE IT FURTHER RESOLVED that the City of Berkeley hereby requests that the Alameda County Board of Supervisors permit the Registrar of Voters of Alameda County to perform services in connection with ~~said~~ the election at the request of the City Clerk. These services are to include all necessary services related to official ballot creation, sample ballot and voter information pamphlet preparation, vote-by-mail, polling places, poll workers, voter registration, voting machines, canvass operations, and any and all other services necessary for the conduct of the consolidated election.

BE IT FURTHER RESOLVED that the Measure shall be placed on the ballot for the consolidated election with the statement of the Measure to be printed in the ballot in the following form:

Shall the measure to make most rent control and registration exemptions inapplicable to units that were not exempt when the current tenancy began; condition the exemption for certain owner-occupied duplexes on the owner providing notice to new tenants; allow modification or waiver of fees for subsidized units owned or leased by nonprofits; change the annual registration deadline; limit annual rent increases to ten percent; and allow tenant associations in smaller properties, be adopted?	YES
	NO

BE IT FURTHER RESOLVED that the Board of Supervisors of Alameda County is hereby requested to include on the ballots and sample ballots the Measure enumerated above to be voted on by the voters of the qualified electors of the City of Berkeley, and that ballots for the election shall be provided in the form and in the number provided by law. Voters shall be provided an opportunity to vote for or against the Measure on the ballot, in accordance with procedures to be adopted by the authorized officers of the County

BE IT FURTHER RESOLVED that the Measure requires a simple majority vote threshold for passage.

BE IT FURTHER RESOLVED that the full text of the Measure shall be printed in the Voter Information Pamphlet mailed to all voters in the City of Berkeley.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to cause the posting, publication and printing of notices, pursuant to the requirements of the Charter of the City of Berkeley, the Government Code, and the Elections Code of the State of California, and to file a certified copy of this Resolution, including all exhibits, no later than the close of business on August 7, 2026, with the County Registrar of Voters and the Clerk of the County Board of Supervisors.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to obtain printing, supplies, and services as required.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to enter into any contracts necessary for election consulting services, temporary employment services, printing services, and any such other supplies and services as may be required by the statutes of the State of California and the Charter of the City of Berkeley for the conduct of the November General Municipal Election.

BE IT FURTHER RESOLVED that the City will reimburse the Registrar of Voters for the costs associated with placing the Measure on the ballot.

BE IT FURTHER RESOLVED that the Mayor, the City Manager, the Finance Director, the City Attorney and the City Clerk, and any of their designees, are hereby authorized to execute any documents and to perform all acts necessary to place the Measure on the ballot, and to make any changes to the text of the Measure, or the statement of the Measure to conform to any legal requirements of the County Registrar, in order to cause the election to be held and conducted in the City.

BE IT FURTHER RESOLVED that the City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney, who shall prepare an impartial analysis of the Measure showing the effect of the Measure on the existing law and the operation of the Measure. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

BE IT FURTHER RESOLVED that the filing of ballot arguments shall conform to the manner and schedule established by Resolution No. 72,236-N.S., adopted on April 21, 2026.

BE IT FURTHER RESOLVED that the City Council, having reviewed the Measure, hereby finds that this action is not subject to the California Environmental Quality Act ("CEQA") because it involves a legislative proposal to amend various provisions of the Rent Stabilization Ordinance and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its passage and adoption.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption thereof.

Exhibits
A: Text of Ordinance

The People of the City of Berkeley do ordain as follows:

Section 1. Section 13.76.020 of the Berkeley Municipal Code is amended to read as follows:

13.76.020 Findings.

A. On June 5, 1973, the City Council (hereinafter, "Council") declared the existence of a housing emergency in the City of Berkeley (hereinafter, "the City"), based upon Council's finding of a pattern of steadily rising rents, a shortage of decent housing and an increased deterioration of the existing housing stock in the City.

B. On November 27, 1979, the Council passed an ordinance establishing a temporary rent stabilization program, effective until June 30, 1980.

C. In 1980, the People of Berkeley passed the Rent Stabilization and Eviction for Good Cause Ordinance, establishing the registration of rental units, the regulation of rental increase amounts, and the requirement for a landlord to provide good cause prior to terminating a tenancy.

D. In 1995, the California Legislature enacted the Costa-Hawkins Rental Housing Act, which prohibited the ability of local governments to control the rental amount on a rental unit at the commencement of a new tenancy and to control the rental amount in single family homes or rental units with an initial Certificate of Occupancy issued after February 1, 1995. As a result of the Costa-Hawkins Rental Housing Act, many rental units became unaffordable to Berkeley residents.

E. The City continues to experience a severe housing shortage and an unprecedented increase in the number of residents experiencing housing hardships. According to data from the United States Census Bureau, in 2019, 53% of Berkeley renter households were "rent burdened," paying more than 30% of their household income towards rent.

F. Due to the continuance of the housing emergency which existed when the voters of Berkeley first enacted this Chapter, the Berkeley Rent Stabilization Board (hereinafter, "Board") finds that reasonable regulation of aspects of the landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of a variety of rental housing options, and protect the health, safety, and general welfare of the public.

G. Because the People of Berkeley have periodically updated this Chapter through various updates, the Board finds a need to enact non-substantive changes to this Chapter in 2024 in order to make the provisions of this Chapter more consistent with modern usage and clarity.

H. Pursuant to California Civil Code Section 1946.2(g)(1)(B), the Board finds that this Chapter is more protective than the provisions of California Civil Code Section 1946.2. The just cause for termination of a residential tenancy under this Chapter is consistent with California Civil Code Section 1946.2; however, this Chapter further limits the reasons for termination of a residential tenancy, and provides for higher relocation

assistance amounts in the event of a termination.

Section 2. Section 13.76.050 of the Berkeley Municipal Code is amended to read as follows:

13.76.050 Applicability.

A. All sections of this Chapter shall apply to all real property that is being rented or is available for rent for residential use in whole or in part, except for the following as provided in this section.

B. The following rental units are Partially-covered units:

1. *Newly Constructed Rental Units*.

(a) A rental unit created after June 30, 1980. For purposes of this partial exemption, the date a unit was created is based upon the date of the first certificate of occupancy issued for the subject unit.

However, in the event of the repeal or amendment of Civil Code Section 1954.52 such that "certificate of occupancy" is no longer the operative standard set forth under state law, the date a unit was created shall be determined by the final inspection approval by the City. A rental unit shall only be deemed newly constructed for fifteen years after the date of final inspection approval by the City.

(b) The following units are not partially-covered as “newly constructed rental units” and, unless otherwise exempt, shall be covered by all provisions of this Chapter to the extent that state or local law permits:

(i) ~~Notwithstanding any provision in this Chapter and to the extent that state or local law permits, a~~Any residential rental units created ~~as a result of demolition or replacement~~ to replace units that were demolished due to ~~where such demolition or replacement is affected via~~ the creation of a "housing development project" as defined in the Housing Crisis Act of 2019 (Senate Bill 330)~~, shall not be exempt as "newly constructed rental units" and, unless otherwise exempt, shall be covered by all provisions of this Chapter~~.

(ii) As set forth in California Civil Code section 1954.52(b), any residential rental units where the owner has otherwise agreed to be subject to Sections 13.76.100 through 13.76.120 of this Chapter by contract with a public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

2. *Separately Alienable Rental Units*. Rental units in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance),

unless the tenancy commenced before January 1, 1996. This partial exemption shall apply only as long as the pertinent provisions of California Civil Code Section 1954.50 et. seq. ("Costa-Hawkins") remain in effect and require such an exemption.

As set forth in California Civil Code section 1954.52(b), any residential rental units where the owner has otherwise agreed to be subject to Sections 13.76.100 through 13.76.120 of this Chapter by contract with a public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code are not partially-covered as “separately alienable rental units” and, unless otherwise exempt, shall be covered by all provisions of this Chapter to the extent that state or local law permits.

3. *Government-Owned or Government-Subsidized Rental Units*. Rental units which a government agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside to the extent that applicable Federal law, State law, or administrative regulation specifically exempts such units from local or municipal price control. Such rental units shall be subject to all provisions of this Chapter except those from which applicable Federal law, State law, or administrative regulation specifically exempts the rental units.

C. The following rental units are Fully-exempt units:

1. *Short-Term Transient Rentals*. Rental units which are rented primarily to transient guests for use or occupancy less than fourteen consecutive days in establishments such as hotels, motels, inns, tourist homes, and rooming and boarding houses. However, the payment of rent every fourteen days or less shall not by itself exempt any unit from coverage by this Chapter.

2. *Co-op Rental Units*. Rental units in nonprofit cooperatives owned and controlled by a majority of the residents.

3. *Rental Units in Health Facilities*. Rental units in any hospital, skilled nursing facility, health facility, asylum, or non-profit home for older persons.

For the purposes of this Subsection, the following definitions apply:

"Skilled nursing facility" means a health facility or a distinct part of a hospital which provides the following basic services: skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour inpatient care and, as a minimum, includes medical, nursing, dietary, pharmaceutical services and an activity program. The facility shall have effective arrangements, confirmed in writing, through which services required by the patients, but not regularly provided within the facility, can be obtained promptly when needed.

"Health facility" means any facility, place or building which is organized, maintained and operated for the diagnosis, care and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after

pregnancy, or for any one or more of these purposes, for one or more persons, to which such persons are admitted for a 24-hour stay or longer.

4. *Owner-Occupied Shared Rental Units*. A rental unit in a residential property where the landlord shares kitchen or bath facilities with the tenant(s) of such rental unit and where the landlord occupied a unit in the same property as his/her principal residence at the inception of the tenancy.

For the purposes of this subsection, the term landlord shall be defined only as the owner of record holding at least 50% interest in the property.

5. *Fraternities and Sororities*. A rental unit or room which is rented by an active member of a fraternity or sorority recognized by the University of California Berkeley, or a rental unit or room which is rented by an active member of a fraternity or sorority identified by Rent Board Resolution. To qualify for the exemption, the rental unit must be owned by the fraternity or sorority or by an entity whose sole purpose is the maintenance and operation of the fraternity or sorority's rental units for the benefit of the members in order to provide housing to said members at cost.

6. *Accessory Dwelling Units*. Rental units in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance) and one lawfully established and fully permitted Accessory Dwelling Unit where the landlord also occupies a unit in the same property as his/her principal residence. This subsection (13.76.050) shall only apply to properties containing a single Accessory Dwelling Unit, shall only apply to units compliant with all applicable requirements of Chapter 23C.24 ("Accessory Dwelling Units"), and shall only apply to tenancies created after November 7, 2018.

7. *Shelters and Transitional Housing*. Rental units in a facility owned or leased by an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code that has the primary purpose of operating a treatment, recovery, therapy, sanctuary or shelter program for qualified clients, where such rental units are provided incident to the client's participation in the primary program and where the client has been informed in writing of the temporary or transitional nature of the housing at the inception of his or her participation in the program.

However, except as may be preempted by the Transitional Housing Participant Misconduct Act (California Health and Safety Code Sections 50580 et. seq.) or other state or federal law, such rental units shall not be exempted from the requirements of Section 13.76.130, Good Cause Required for Eviction. For purposes of Section 13.76.130(A)(2), the client's continued eligibility for participation in the treatment, recovery, therapy, sanctuary or shelter program shall be deemed a material term of the client's rental agreement with the program's operator.

8. *"Sabbatical Exemption" for Single-Family Homes*. A rental unit in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance) and owned by a property owner who:

(a) owns only one residential unit in the City;

(b) occupied that residential unit for at least 365 consecutive days as their principal residence immediately prior to renting the unit;

(c) is absent from the unit for a period not to exceed 24 months; and (d) such period is specified in the lease.

9. *Golden Duplex Exemption*. A ~~R~~rental units~~s~~ in a residential property which is divided into two units where one of the units was owner-occupied on December 31, 1979, and is currently occupied by the landlord as their principal residence.

For tenancies commencing on or after December 1, 2027, the landlord must provide the tenant written notice as part of their initial rental agreement that the residential property is exempt from this Chapter. Such notice shall be given in a form prescribed by Board regulation.

If a landlord fails to provide this notice of exemption in the initial rental agreement, the landlord may serve this notice at any other time during the course of the tenancy. However, if the landlord provides the notice at any time following the initial rental agreement, the rental unit shall not become exempt under this section until six months following the expiration of the lease term in effect at the time the landlord serves the notice of exemption.

~~In order to claim this exemption, the landlord must provide the tenant written notice, in a form prescribed by the Board, as part of their initial rental agreement that the residential property is exempt from this Chapter. If a landlord fails to satisfy this notice requirement, the rental unit shall be non-exempt for the duration of that tenancy.~~

Rental units which become non-exempt under this provision during the course of that tenancy shall have the provisions of Subsections 13.76.080J and 13.76.100C. applied to them. For the purposes of this subsection, the term landlord shall be defined only as the owner of record holding at least 50% interest in the property.

D. *No Removal of Rights Previously Established.* No exemption articulated in subsection C shall apply when the current tenancy commenced prior to the date the unit met all elements of the exemption. This subsection shall not apply to any rental unit deemed exempt prior to November 3, 2026.

Section 3. Section 13.76.080 of the Berkeley Municipal Code is amended to read as follows:

13.76.080 Rent registration.

A. The Board shall require all landlords to file a rent registration statement with the Board by September 1, 1980 for each rental unit covered by this Chapter, except for Fully-Exempt Units as set forth in Section 13.76.050(C).

B. Landlords shall provide ~~in~~ their initial rent registration statement ~~the~~

~~following information:~~

~~(1) The address of each rental unit;~~

~~(2) The name and address of the landlord(s) and the managing agent, if any;~~

~~(3) The date on which the landlord received legal title to or equitable interest in the rental unit;~~

~~(4) The housing services provided for the rental unit;~~

~~(5) The rent in effect on June 6, 1978;~~

~~(6) The rent in effect on December 30, 1979;~~

~~(7) The base rent ceiling;~~

~~(8) The lowest rent in effect between June 6, 1978, and the date of the adoption of this Chapter;~~

~~(9) The amount of any deposits or other monies in addition to periodic rent demanded or received by the landlord in connection with the use or occupancy of the rental unit;~~

~~(10) Whether the rental unit was vacant or occupied on May 31, 1980; (11) Rent in effect on December 31, 1981.~~ on a form provided by the Board.

C. All rent registration statements provided by landlords in accordance with this Chapter shall include an affidavit signed by the landlord declaring under penalty of perjury that the information provided in the rent registration statement is true and correct.

D. *Notice at Commencement of Tenancy*. The landlord of any rental unit subject to this section must give the tenant a written notice on a form prescribed by the Board within 15 days of the commencement of the tenancy. The form shall include the following information:

1. The existence and scope of this Chapter;

2. The tenant's rights to petition against certain rent increases, if applicable;

3. Whether the landlord is permitted to set the initial rent and subsequent rents during the tenancy without limitation (such as pursuant to California Civil Code Sections 1947.12 and 1954.52); and

4. Any provisions of this Chapter which the landlord claims the rental unit to be exempt from.

If rental units subject to this Chapter are located in a property with an interior common area that all of the building's tenants have access to, the landlord must post a notice containing the information in subparagraph (1) and, if applicable to all units

at the property, the information in subparagraphs (2) through (4).

All registration statements under this section shall include an affidavit signed by the landlord declaring under penalty of perjury that the landlord has provided this notice at the commencement of the current tenancy. A landlord that has failed to provide a notice pursuant to this subsection shall not be in compliance with this section.

E. *Vacancy Registration*. Any landlord who rents a fully-covered unit to a new tenant after January 1, 1996, shall re-register the rental unit with the Board within fifteen (15) days of the commencement of a new tenancy on a form prescribed by the Board. Re-registering the unit shall include providing all current tenancy information as established by the Board's Regulations.

F. The Board shall provide forms for the registration information required by this section and shall make other reasonable efforts to facilitate the fulfillment of the requirements set forth in this section.

G. Starting in 2027, annual registration fees required by this Chapter shall be due and payable on or before September 30 of each year.

Every annual registration fee required by this Chapter which is not paid on or before ~~July 1~~ the due date is declared delinquent, and the Board shall add to said registration fee and collect a penalty of one hundred percent of the fee so delinquent in addition to the fee. Every six months that the fee and penalty remain delinquent, the penalty shall be increased by one hundred percent of the original fee. The Board may waive the penalty if payment is made within thirty days of the original due date.

A landlord may request the Board to waive all or part of the penalty if the landlord can show good cause for the delinquent payment.

H. The amount of any registration fee, penalty, and fine imposed by the provisions of this Chapter shall be deemed a debt to the Board.

I. Within thirty days after the filing of a rent registration statement, the Board shall provide a true and correct copy of said statement to the occupant of the respective unit.

J. Landlords of formerly exempt units shall register within 60 days of coming under coverage of this Chapter. The registration fee for this first-time registration shall be pro-rated based upon the number of months remaining to the next ~~July 1~~ annual registration deadline.

K. No landlord shall be deemed to be in compliance with this Section with respect to a given unit until the landlord has completed registration for all covered units in the same property. Registration shall be deemed complete when all required information has been provided, any notice required by subsection 13.76.080(D) has been provided to the Board, and all outstanding fees and penalties have been paid.

L. Registration fees shall not be passed along to the tenants without the express,

prior approval of the Board. Under no circumstances shall penalties be passed along to tenants.

M. Landlords of Partially-Covered Units (set forth above in Sections 13.76.050(B)) shall register within 60 days of coming under coverage of this Chapter. The registration fee for this first-time registration shall be pro-rated based upon the number of months remaining to the next ~~July 1~~ annual registration deadline.

N. *Paperless Billing Requirement.* The Board may, by regulation, require that registration fees and penalties due under this Section be paid through the Board's online rent registry. A landlord subject to this requirement must provide the Board a current email address in order to receive billing statements.

O. Notwithstanding any other provision of this Chapter, the Board shall have the authority to adopt regulations to waive or reduce fees owing under this Section for a residential property owned, leased or controlled by an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code that contains rental units that are subject to a regulatory agreement with a governmental agency that controls the units' rent levels.

Section 4. Section 13.76.110 of the Berkeley Municipal Code is amended to read as follows:

13.76.110 Annual general adjustment of rent ceilings.

A. Effective January 1 of each year, the rent ceiling for all rental units covered by this Chapter for which the landlord did not establish an initial rent during the prior calendar year shall be adjusted by 65% of the percentage increase in the Consumer Price Index

for All Urban Consumers (CPI-U) in the San Francisco-Oakland-San Jose region as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve month period ending the previous June 30. In determining the allowable percentage rent increase, numbers of .04 and below shall be rounded down to the nearest tenth decimal place and numbers of .05 and above shall be rounded up to the nearest tenth decimal place. In no event, however, shall the allowable annual adjustment be less than zero (0%) or greater than five percent (5%). The Board shall publish and publicize the annual general adjustment on or about October 31st of each year.

B. An upward general adjustment in rent ceilings does not automatically provide for a rent increase. Allowable rent increases pursuant to a general upward adjustment shall become effective only after the landlord gives the tenant at least a 30 days written notice of such rent increase and the notice period expires.

C. If the maximum allowable rent specified under this Chapter for a rental unit is greater than the rent specified for such unit in the rental agreement, the lower rent specified in the rental agreement shall be the maximum allowable rent until the rental

agreement expires. If the maximum allowable rent specified under this Chapter for a rental unit is less than the rent specified for such unit in the rental agreement, the lower rent specified under this Chapter shall be the maximum allowable rent.

D. No rent increase pursuant to an upward general adjustment of a rent ceiling shall be effective if the landlord:

1. Has continued to fail to comply, after order of the Board, with any provisions of this Chapter and/or orders or regulations issued thereunder;

2. Has failed to bring the rental unit into compliance with the implied warranty of habitability;

3. Has failed to make repairs as ordered by the housing inspection services of the; or

4. Has failed to completely register by ~~July 1, except as provided in Subsection E below~~ the annual deadline.

~~E. The amount of an upward general adjustment for which a landlord shall be eligible shall decrease by ten percent (10%) per month for each month beyond October 1 for which the landlord fails to register.~~

E~~F~~. An owner who has previously been out of compliance with the ordinance, regulations, or applicable housing, health and safety codes, and has been denied Annual General Adjustments, may be granted them prospectively as set forth in Board regulations.

F. Notwithstanding Subsection A above, which establishes the rules associated with rent ceiling increases, a landlord shall not increase the lawful periodic rent charged for any unit in a 12-month period by more than ten percent (10%) for rent increases based on the Annual General Adjustment. ~~In the event Civil Code section 1947.12 or any successor statute establishes a lower maximum rent increase than ten percent (10%), then that lower maximum rent increase shall apply.~~

Section 5. Section 13.76.130 of the Berkeley Municipal Code is amended to read as follows:

13.76.130 Just cause required for eviction.

A. No landlord shall be entitled to recover possession of a rental unit covered by the terms of this Chapter unless said landlord shows the existence of one of the following grounds:

1. *Non-payment of Rent*. The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under the provisions of state or local law, unless the tenant has withheld rent pursuant to applicable law; and said failure has continued after service on the tenant of a written notice setting forth the amount of rent then due and

requiring it to be paid, within a period, specified in the notice, of not less than three days. Rent that is lawfully withheld pursuant to emergency legislation that authorizes rent withholding during the effective period of a state of emergency applicable in the City shall not constitute grounds for recovery of possession except as expressly provided in the applicable emergency legislation. Emergency legislation adopted during the emergency may prohibit recovery of possession for lawfully withheld rent even after the expiration of a state or local emergency. This subsection shall not constitute grounds where the amount of rent demanded is less than one month of fair market rent for a unit of equivalent size in the metro area Oakland-Fremont, CA HUD Metro FMR as determined by the U.S. Department of Housing and Urban Development for the fiscal year in which the rent is demanded.

2. *Substantial Violation of Material Lease Causing Actual Injury*. The tenant has continued, after written notice to cease, to substantially violate any of the material terms of the rental agreement, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the tenant or made part of the rental agreement; and provided further that, where such terms have been accepted by the tenant or made part of the rental agreement subsequent to the initial creation of the tenancy, the landlord shall have first notified the tenant in writing that he or she need not accept such terms or agree to their being made part of the rental agreement.

Material terms of the rental agreement only include those terms of the rental agreement which both parties have expressly agreed upon and do not include any changes of the terms of tenancy, other than the amount of rent owing for the premises, which the landlord has attempted to impose unilaterally under Civil Code Section 827.

In order to assert this ground for eviction, the landlord must demonstrate all of the following: that the tenant's lease violation caused substantial actual damage to the landlord; and that the tenant's behavior was unreasonable.

Actual injury must be a direct result of the tenant's breach of lease and is not limited to physical or personal injury. Substantial actual injury includes but is not limited to the harm caused by a tenant's failure to comply with income recertification mandated by state or federal statute or regulation for deed-restricted affordable housing units.

Notwithstanding any contrary provision in this Chapter or in the rental agreement, a landlord is not entitled to recover possession of a rental unit under this Subsection where a tenant permits his or her rental unit to be occupied by a subtenant, provided:

(a) The landlord has unreasonably withheld consent to the subtenancy; and (b) The tenant remains an actual occupant of the rental unit; and

(c) The number of tenants and subtenants actually occupying the rental unit does not exceed the number of occupants originally allowed by the rental agreement or the Board's regulations, whichever is greater.

(d) Withholding of consent by the landlord shall be deemed to be unreasonable where:

i. The tenant's written request for consent was given at least two weeks prior to commencement of the subtenancy;

ii. The proposed new subtenant has, upon the landlord's written request, completed the landlord's standard form application or provided sufficient information to allow the landlord to conduct a standard background check, including references and credit, income and other reasonable background information; and

iii. The proposed new subtenant meets the landlord's customary occupancy qualifications and has not refused the landlord's request to be bound by the terms of the current rental agreement between the landlord and the tenant; and

iv. The landlord has not articulated in writing a well-founded reason for refusing consent.

Any notice to cease given pursuant to this Subsection must state allegations in sufficient detail so that a reasonable person would understand the alleged violation and resulting injury, including the specific term of the lease allegedly violated, the date of the alleged violation, and the injury that occurred as a result of the alleged violation.

3. *Substantial Damage to Premises*. The tenant has willfully caused or allowed substantial damage to the premises beyond normal wear and tear and has refused, after written notice, to pay the reasonable costs of repairing such damage and cease damaging said premises.

4. *Destruction of Peace*. The tenant has continued, following written notice to cease, to be so disorderly as to destroy the peace and quiet of other tenants or occupants of the premises or the tenant is otherwise subject to eviction pursuant to subdivision 4 of Code of Civil Procedure Section 1161.

5. *Refusal of Lawful Access to Unit*. The tenant has, after written notice to cease, refused the landlord access to the unit as required by state or local law.

6. *Substantial and Necessary Repairs*.

(a) The landlord, after having obtained all necessary permits from the City, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the building or where necessary under an

outstanding notice of code violations affecting the health and safety of tenants of the building, and where such repairs cannot be completed while the tenant resides on the premises.

(b) Where such repairs can be completed in a period of 60 or fewer days, and the tenant, within 30 days after the service of a notice of termination of his or her tenancy, agrees in writing to vacate the premises during the period required to complete the repairs at no charge to the landlord, other than abatement of the obligation to pay rent for the premises during the period required to complete the repairs, the landlord may not recover possession pursuant to this Subsection 13.76.130(A)(6) unless the tenant shall fail or refuse to vacate the premises in accordance with such agreement.

(c) Where the landlord owns any other residential rental units in the City, and any such unit is vacant and available at the time of premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the landlord, the landlord shall, as a condition of obtaining possession pursuant to this Subsection (13.76.130(A)(6)), notify tenant in writing of the existence and address of each such vacant rental unit and offer tenant the right, at the tenant's option:

i. To enter into a rental agreement (to be designated as a "temporary rental agreement") on any available rental unit which the tenant may choose, at a rent not to exceed the lesser of the lawful rent which may be charged for such available rental unit or the lawful rent in effect, at the time of the notice of termination of tenancy, on the unit being vacated, said rental agreement to be for a term of the lesser of ninety days or until completion of repairs on the rental unit being vacated by tenant; or

ii. To enter into a new rental agreement or lease for such an available rental unit at a rent not to exceed the lawful rent which may be charged for such available rental unit.

(d) Where the landlord recovers possession under this subsection 13.76.130(A)(6)), the tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work. In the event the landlord files an application for an individual rent adjustment within six months following the completion of the work, the tenant shall be a party to such proceeding the same as if he or she were still in possession, unless the landlord shall submit, with such application, a written waiver by the tenant of his or her right to re-occupy the premises pursuant to this Subsection.

7. *Demolition Permit Issued by the City*. The landlord, after having obtained all necessary permits from the City of Berkeley, seeks in good faith to recover possession of the rental unit, in order to remove the rental unit from the market by demolition.

8. *Owner Move-in Evictions.*

(a) The landlord seeks in good faith with honest intent and without ulterior motive to recover possession for his/her own use and occupancy as his/her principal residence for a period of at least 36 consecutive months; or

(b) For the use and occupancy as the principal residence by the landlord's spouse or by the landlord's child, or parent for a period of at least 36 consecutive months.

(c) For the purposes of this Subsection (13.76.130(A)(8)), the term landlord shall be defined as the owner of record, as of the time of giving of a notice terminating tenancy, and at all times thereafter to and including the earlier of the tenant's surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the landlord, holding at least a 50% interest in the property and shall not include a lessor, sublessor, or agent of the owner of record.

(d) All notices terminating tenancy pursuant to subsection 13.76.130(A)(7) shall include the following: the existence and potential availability of relocation assistance under subsection 13.76.130(A)(8)(g); the existence of tenant protections for families with minor children as defined in Subsection 13.76.130(A)(8)(k); the name and relationship of any qualified relative for purposes of Subsection 13.76.130(A)(8)(b); and the landlord's ownership interest in any residential properties in the City where such interest, in any form whatsoever, is ten percent (10%) or greater. The landlord shall, within ten days of giving notice, file a copy of the notice terminating tenancy with the Board.

(e) The landlord may not recover possession under this Subsection (13.76.130(A)(8)) if a comparable unit, owned by the landlord in the City, was, at the time of the landlord's decision to seek to recover possession of the rental unit, already vacant and available, or if a comparable unit, owned by the landlord in the City, thereafter becomes vacant at any time until the earlier of the tenant's surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the landlord. In an action by or against the tenant, evidence that a comparable unit was vacant and available within ninety days prior to the date of a notice terminating the tenant's tenancy shall create a presumption that such unit was vacant and available at the time of the landlord's decision to seek to recover possession of the premises. "Presumption" means that the court must find the existence of the presumed fact unless and until the contrary is proven by a preponderance of the evidence.

(f) The landlord shall offer any non-comparable unit owned by the landlord to the tenant if a non-comparable unit becomes available before the recovery of possession of the tenant's unit at a rate based on the rent the tenant is paying with an upward or downward adjustment based on the condition, size, and other amenities of the replacement unit. Disputes concerning the initial rent for

the replacement unit shall be determined by the Board.

(g) Where a landlord recovers possession of a unit under Subsection 13.76.130(A)(8), the landlord is required to provide standard relocation assistance to tenant households where at least one occupant has resided in the unit for one year or more in the amount of $15,000. The landlord is required to provide an additional $5,000 relocation assistance to tenant households that qualify as low-income; or include disabled or elderly tenants; minor children; or tenancies which began prior to January 1, 1999. The relocation fees set forth above shall be increased in accordance with the rules set forth in Subsection 13.76.130(A)(7) below. The procedures for payment of this relocation assistance are set forth below in Subsection 13.76.130(A)(8)(p)(i) through 13.76.130(A)(8)(p)(iv). The following definitions apply for any tenant households evicted for owner move-in under Subsection 13.76.130(A)(8):

i. "Low-income tenants" means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in Health and Safety Code Section 50079.5.

ii. A person is "disabled" if that person has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act (Government Code § 12926).

iii. "Elderly" is defined as sixty (60) years of age or older.

iv. "Minor child" means a person who is under 18 years of age.

v. "Tenancy began prior to January 1, 1999" is a tenancy where an "original occupant" (as defined by Board regulation) still permanently resides in the rental unit.

(h) Effective January 1 of each year beginning in 2018, the fees set forth above in Subsection 13.76.130(A)(8)(g), shall be increased in an amount based on the Consumer Price Index - All Urban Consumers in the San Francisco-Oakland-San Jose Region averaged for the 12-month period ending June 30, of each year, as determined and published by United States Department of Labor. Any increase shall be published by the Board on or before October 31st of each year.

(i) It shall be evidence that the landlord has acted in bad faith if the landlord or the landlord's qualified relative for whom the tenant was evicted does not move into the rental unit within three months from the date of the tenant's surrender of possession of the premises or occupy said unit as his/her principal residence for a period of at least 36 consecutive months.

(j) Once a landlord has successfully recovered possession of a rental

unit pursuant to Subsection 13.76.130(A)(8)(a), then no other current or future landlords may recover possession of any other rental unit on the property

pursuant to Subsection 13.76.130(A)(8)(a). It is the intention of this subsection that only one specific unit per property may be used for such occupancy under Subsection 13.76.130(A)(8)(a) and that once a unit is used for such occupancy, all future occupancies under Subsection 13.76.130(A)(8)(a) must be of that same unit.

(k) A landlord may not recover possession of a unit from a tenant under Subsection 13.76.130(A)(8) if any tenant in the rental unit has a custodial or family relationship with a minor child who is residing in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" as used in this subsection means the first day of instruction for the Fall Semester through the first day of the month following the last day of instruction for the Spring Semester, as posted on the Berkeley Unified School District website for each year.

i. For purposes of Subsection 13.76.130(A)(8)(k), the term "custodial relationship" means that the person is a legal guardian of the child, or has a caregiver's authorization affidavit for the child as defined by Section 6550 of the California Family Code, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the biological or adoptive parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

(l) A landlord may not recover possession of a unit from a tenant under Subsection 13.76.130(A)(8) if any tenant in the rental unit:

i. Is 60 years of age or older and has been residing on the property for five years or more; or

ii. Is disabled and has been residing on the property for five years or more; or

iii. Has resided on the property for five years or more and the landlord has a ten percent (10%) or greater ownership interest, in any form whatsoever, in five or more residential rental units in the City.

(m) A tenant who claims to be a member of one of the classes protected by Subsection 13.76.130(A)(8)(l) must submit a statement, with supporting evidence, to the landlord. A tenant's failure to submit a statement at any point prior to the trial date of an unlawful detainer action for possession of the

tenant's unit shall be deemed an admission that the tenant is not protected by Subsection 13.76.130(A)(8)(l) landlord may challenge a tenant's claim of protected status by raising it as an issue at trial in an unlawful detainer action for possession of the tenant's unit.

(n) The provisions of Subsection 13.76.130(A)(8)(l) shall not apply to the following situations:

i. Where a person is the owner of three or fewer residential units in the City and has no greater than a nine percent (9%) ownership interest in any other residential unit in the City; or

ii. Where each residential rental unit in the City in which the landlord holds an ownership interest of ten percent (10%) or greater is occupied by a tenant otherwise protected from eviction by Subsection

13.76.130(A)(8)(l) and the landlord's qualified relative who is seeking possession of a unit subject to Subsection 13.76.130(A)(8)(b) is 60 years of age or older or is disabled as defined in Subsection 13.76.130(A)(8)(l) above; or

iii. Where each residential rental unit in the City in which the landlord holds an ownership interest of ten percent (10%) or greater is occupied by a tenant otherwise protected from eviction by Subsection

13.76.130(A)(8)(l), the landlord has owned the unit for which possession is being sought subject to Subsection 13.76.130(A)(8)(a) for five years or more and is 60 years of age or older or is disabled as defined in Subsection 13.76.130(A)(8)(l).

(o) Where a landlord recovers possession under Subsection 13.76.130(A)(8), the tenant must be given the right of first refusal to re-occupy the unit upon its next vacancy.

(p) When a landlord is required to provide a relocation assistance payment subject to Subsection 13.76.130(A)(8)(g), the payment shall be divided among the tenants occupying the rental unit at the time of service of the notice to terminate tenancy.

i. Within ten days of service of a notice terminating tenancy under Subsection 13.76.130(A)(8), the landlord shall deposit the standard relocation assistance (for households where an occupant has resided one year or more) with the ~~City~~ Board ~~or its designated agent~~ to be held in escrow. ~~Within ten days after the funds are deposited into escrow,~~ T~~t~~he ~~City~~ Board shall release the standard relocation assistance to the tenant household, unless the landlord notifies the ~~Rent Stabilization Program~~ Board in writing that the landlord disputes the tenant's eligibility to receive such assistance.

ii. In order to claim entitlement to additional relocation assistance under Subsection 13.76.130(A)(8)(g), a tenant must notify the landlord and the ~~Rent Stabilization Program~~ Board in writing that the tenant is claiming low-income, disabled, elderly, tenant with minor child status, or a claim that the tenancy began prior to January 1, 1999 (hereinafter "entitlement to additional relocation assistance") per Subsection 13.76.130(A)(8)(g) within 30 days of filing of notice of termination of tenancy with the ~~Rent Stabilization Program~~ Board. The landlord shall deposit the additional relocation payment with the ~~Rent Stabilization Program~~ Board ~~or its designated agent~~ to be held in escrow for any tenant household who claims entitlement to additional relocation assistance within ten days after such notice claiming entitlement to additional relocation assistance is mailed. ~~Within ten days after the funds are deposited into escrow,~~ Tthe ~~Rent Stabilization Program~~ Board shall authorize release of the relocation assistance to the tenant household that claims entitlement to additional relocation assistance, unless the landlord notifies the ~~Rent Stabilization Program~~ Board in writing that the landlord disputes the tenant's eligibility to receive such assistance.

iii. When a tenant household's eligibility to receive standard or additional relocation assistance as described in Subsection 13.76.130(A)(8)(g) is disputed, either party may file a petition with the Board requesting a determination of eligibility or file a claim in a court of competent jurisdiction. The Board shall release disputed relocation assistance funds to either the tenant or the landlord upon receipt of either a written agreement by both the landlord and the affected tenant, an order of a court of competent jurisdiction, or an order of a City or Board hearing examiner issued pursuant to a petition process conducted in accordance with applicable Board regulations.

iv. The landlord may rescind the notice of termination of tenancy prior to any release of relocation payment to the tenants by serving written notice stating such rescission on the tenants. In such instances, the relocation payment shall be released to the landlord. Subsequent to the release of any relocation payment to the tenants, the landlord may rescind the notice of termination of tenancy only upon the written agreement of the tenants to remain in possession of the rental unit. If the tenants remain in possession of the rental units after service of a landlord's written notice of rescission of the eviction, the tenants shall provide an accounting to the landlord of the amount of the relocation payment expended for moving costs, return to the landlord that portion of the relocation payment not expended for moving costs, and assign to the landlord all rights to recover the amount of relocation payment paid to third parties. If a rescission occurs under this Subsection, the tenant(s) shall continue the tenancy on the same terms as before the notice was

served.

v. Where a landlord has served a notice of termination of tenancy on a tenant prior to the date that this amendment takes effect and the notice of termination of tenancy has not expired, the landlord shall deposit the full relocation payment with the City or its designated agent to be held in escrow for the tenants if the tenants have not vacated the rental unit as of the effective date of this amendment, and the landlord shall pay the full relocation payment to the tenants if the tenants have vacated the rental unit as of the effective date of this amendment. Said deposit in escrow or payment to the tenants shall be made within ten days of the effective date of this amendment.

vi. Failure of the landlord to make any payment specified herein shall be a defense to any action to recover possession of a rental unit based upon the landlord's termination of tenancy notice pursuant to this Subsection (13.76.130(A)(8)). In addition, if the tenants of a rental unit have vacated the unit as a result of a notice of termination of tenancy pursuant to this subsection (13.76.130(A)(8)), and the landlord fails to make any payment specified herein, the landlord shall be liable to the tenants for three times the amount of the payment as well as reasonable attorney fees.

(q) A tenant who prevails in an action brought under this Subsection (13.76.130(A)(8)), in addition to any damages and/or costs awarded by the court, shall be entitled to recover all reasonable attorney's fees incurred in bringing or defending the action.

(r) At least twice annually, Board staff shall report to the Board regarding the occupancy status of units possession of which has been recovered pursuant to this Subsection (13.76.130(A)(8)) within the prior 36 months.

(s) If any provision or clause of this Subsection (13.76.130(A)(8)) or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses, and to this end the provisions and applications of this Subsection are severable.

9. ~~*Exemption*~~*Expiration of Temporary Lease of Owner's Principal Residence*. A landlord or lessor seeks in good faith to recover possession of the rental unit for their occupancy as a principal residence, where the landlord or lessor has previously occupied the rental unit as their principal residence and has the right to recover possession of the unit for their occupancy as a principal residence under an existing rental agreement with the current tenants.

10. *Expiration of Temporary Rental Agreement for Replacement Housing During Substantial Repairs*. The tenant fails to vacate a rental unit occupied under the terms of a temporary rental agreement entered into pursuant to the provisions of Subsection 13.76.130(A)(6)(c), following expiration of the term of said

temporary rental agreement, and following written notice of the availability of tenant's previous rental unit for re-occupancy by tenant (if the term of the rental agreement has expired by reason of the completion of repairs on the old rental unit), or of written notice to quit (if the term of the rental agreement has expired by reason of the expiration of a period of 90 days).

B. *Contents of Notice to Terminate Tenancy*. A landlord's failure to specify just cause as listed above in subsections 1 through 10 of Section 13.76.130(A) in the notice of termination or the notice to quit and in the complaint for possession shall be a defense to any action for possession of a rental unit covered by the terms of this chapter. Any notice terminating tenancy must additionally include a statement that advice regarding the notice terminating tenancy is available from the Rent Board, the current phone number for the Rent Board's housing counseling services, and the current address to the Rent Board's website.

C. *Allegation of Notice to Terminate Tenancy*. In any action to recover possession of a rental unit covered by the terms of this chapter, except an action to recover possession under Subsection 13.76.130(A)(6), 13.76.130(A)(7), or 13.76.130(A)(10), a landlord shall allege, as to each rental unit on the property, substantial compliance as of the date of the notice of termination or notice to quit and as of the date of the commencement of the action for possession with the implied warranty of habitability and compliance as of the date of the notice of termination or notice to quit and as of the date of the commencement of the action for possession with Sections 13.76.100 (Rent Ceiling) and 13.76.080 (Rent Registration) of this Chapter.

D. *Filing of Termination Notices and Unlawful Detainer Summons and Complaints*. The landlord shall file with the Board a copy of any notice of termination, notice to quit, and summons and complaint, no later than three business days after the tenant has been served with such notice or summons and complaint. The Board may provide an email address to which the landlord may send any notice of termination, notice to quit, and summons and complaint.

Section 6. Section 13.76.135 of the Berkeley Municipal Code is amended to read as follows:

13.76.135 Right to organize.

A. *Tenant Association*. This section shall be limited to 1) parcels that contain ~~ten~~ five or more rental units; and 2) parcels that contain between one and ~~nine~~ four rental units, so long as the rental units are managed by a property management company as defined by Board regulation.

Tenants of such a residential rental property may establish a Tenant Association by providing their Landlord a petition signed by Tenants representing at least 50% of the occupied rental units, including Rooming Houses as defined by Board regulation, of the residential rental property certifying their desire to form a Tenant Association, and identifying the Tenant Association. For purposes of this subsection, a petition may include individual written statements signed by said Tenants or some combination of

individual and collective written statements.

Once established, a Tenant Association shall remain eligible for the rights conferred by this Section even if a property management company no longer manages the rental units.

B. *Confer in Good Faith*. Landlords and Tenant Associations shall confer with each other in good faith regarding housing services and conditions, community life, landlord-tenant relations, rent increases, and other issues of common interest or concern. "Confer in good faith" means that the parties shall have the mutual obligation, personally or through their authorized representatives, to meet and confer and continue for a reasonable period of time, in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement. Examples of conferring in good faith include, but are not limited to, maintaining a designated point of contact, engaging in regular communications, responding to reasonable requests for information, allowing participation by non-resident advocates, providing adequate time for limited-English speakers to obtain translation services, providing and adhering to timelines for addressing habitability concerns, and negotiating and putting agreements into writing. In addition, a Landlord may not prohibit a Tenant from allowing a Tenant Association representative to attend meetings involving the Landlord and one or more Tenants. The Board, through regulation, may further define good faith.

C. *Organizing Activities*. "Organizing Activities" means:

1. initiating contact with tenants, including conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a Tenant Association;

2. joining or supporting a Tenant Association;

3. distributing literature, requesting or providing information, offering assistance, convening meetings (which may occur without a landlord or landlord representative present); or

4. otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern.

The term "Organizing Activities" shall include, but is not limited to, the operations of a Tenant Association. A person's participation or failure to participate in Organizing Activities shall have no effect on whether that person qualifies as a tenant. The Board, through regulation, may further define Organizing Activities. In addition, a tenant's right to engage in Organizing Activities, to receive assistance from a Tenant Association, and to have Organizing activities occur at the property shall qualify as a housing service, and a landlord's failure to confer in good faith with a Tenant Association may ~~send the Landlord a single standing request to attend meetings for the duration of the calendar year~~ support a petition for a rent reduction.

D. A Landlord must on written request of the Tenant Association attend, either themselves or through their representative, at least one Tenant Association meeting

per calendar quarter, though more frequent attendance at the request of the Tenant Association is permitted. Landlord or Landlord's representative must remain in attendance at the meeting until all agenda items are complete, unless the meeting extends for more than two hours, in which case the Landlord or Landlord's representative may withdraw from the meeting and request that the remaining items be continued to a subsequent meeting. These meetings shall occur at a mutually convenient time and place. To request that a landlord or their representative attend a meeting, the Tenant Association shall send the Landlord a written request at least 14 days in advance; alternatively, if the Tenant Association meets at a regularly scheduled time and place, then the Tenant Association may send the Landlord a single standing request to attend meetings for the duration of the calendar year.

E. *Private Right of Action*. In the event of a violation of this section, any Tenant Association, or individual tenant, aggrieved by the violation may institute a civil proceeding for injunctive relief, and actual money actual damages as specified below, and whatever other relief the court deems appropriate. In addition to the above awards of damages in a civil action under this Chapter, a prevailing plaintiff shall be entitled to an award of reasonable attorney's fees.

Cecilia Lunaparra
Councilmember Berkeley District 7

ACTION CALENDAR
July 7, 2026
(Continued from June 30, 2026)

To: Honorable Members of the City Council

From: Councilmember Lunaparra (Author), Councilmember Tregub (cosponsor)

Subject: Placing an Initiative Ordinance Amending the Rent Stabilization Ordinance on the November 3, 2026 Ballot

RECOMMENDATION

1) Adopt a Resolution submitting the Initiative Ordinance Amending the Rent Stabilization Ordinance to a vote of the people at the November 3, 2026 General Municipal Election.

2) Designate, by motion, specific members of the Council to file ballot measure arguments on this measure as provided for in Elections Code Section 9282.

CURRENT SITUATION AND ITS EFFECTS

Berkeley's Rent Stabilization ordinance provided the gold standard of tenant protections when it was passed in 1980. In 2024, the Berkeley voters passed the Berkeley Tenant Protection and Right to Organize Act, which amended Berkeley's laws to align with the current, dire needs of Berkeley residents and new best practices adopted by other municipalities. Since then, stakeholders have identified several areas of the ordinance that require further revision, mostly related to nonsubstantive or administrative amendments.

This proposed Initiative Ordinance:

- Corrects typos, clarifies language, and deletes obsolete sections
- Makes administrative changes to increase efficiency
- Authorizes the Rent Board to the Board adopt regulations to waive or reduce fees for a residential property leased or controlled by certain 501(c)(3) nonprofit organizations.
- Lowers the threshold of property size where the presence of a property management company is required for the Right to Organize to apply from 10 units to 5 units.
- Sets a maximum periodic rent increase, regardless of banked AGAs, tied to the maximum allowed under state law (currently 10%).
- Requires certain landlords to provide a written notice of exemption in order to maintain their exemption, for tenancies beginning after the passage of this Initiative Ordinance.

The proposed amendments have been reviewed by the City Attorney's Office and the Rent Stabilization Board Legal Department. They were also discussed at the 4x4 Joint Task Force Committee on Housing meeting of April 17, 2026 and the Rent Stabilization Board meetings of March 23, 2026 and May 28, 2026.

BACKGROUND

This Initiative Ordinance would amend Berkeley's rent stabilization and eviction ordinance, codified in Chapter 13.76 of the Municipal Code by accomplishing the following:

Section	Page # (Exhibit A)	Description
13.76.020.H	1	Corrects typographic error.
13.76.050.B	2-3	Clarifies definitions of newly constructed rental unit and separately alienable dwelling unit to exclude units subject to a Civil Code section 1954.52(b) agreement.
13.76.050.C.9	5	Conditions Golden Duplex exemption on providing written notice of exemption for tenancies after November 3, 2026.
Proposed 13.76.050.D	5	Creates a prohibition on a unit exemption applying to a sitting tenancy.
13.76.080.B	5-6	Removes requirement that Initial Registration Statement must always include Pre-Costa Hawkins tenancy information.
13.76.080.E	6	Applies vacancy registration requirement to fully covered units only.
13.76.080.G	7	Changes registration fee deadline to September 30.
13.76.080.J	7	Removes reference to July 1 registration deadline.
13.76.080.M	7	Removes reference to July 1 registration deadline.
Proposed 13.76.080.N	7-8	Creates Paperless Billing requirement for landlords with 5 or more rental units.
Proposed 13.76.080.O	8	Authorizes the Rent Board to the Board adopt regulations to waive or reduce fees for a residential property leased or controlled by certain 501(c)(3) nonprofit organizations.
13.76.110.D	9	Removes reference to July 1 registration deadline.
13.76.110.E	9	Strikes obsolete section.
Proposed 13.76.110.F	9	Sets a maximum periodic rent increase, regardless of banked AGAs, tied to the maximum allowed under state law (currently 10%).
13.76.130.A.2	10	Corrects typographic error.
13.76.130.A.6	12	Corrects typographic error.
13.76.130.A.8(l)	15	Corrects typographic error.
13.76.130.A.8(p)	16-17	Clarifies OMI relocation benefits release process. Corrects typographic error.
13.76.130.A.9	18	Clarifies non-substantive header for Just Cause related to expiration of the temporary lease of the landlord's primary residence.
13.76.135.A	19-20	Lowers the threshold of property size where the presence of a property management company is

		required for the Right to Organize to apply from 10 units to 5 units. Clarifies that a Tenant Association remains valid after a property management company no longer manages the property.
13.76.135.C	20	Corrects typographic error

Additionally, according to California Elections Code 9282 (b), measures placed on the ballot by the legislative body, or a member or members of the legislative body authorized by that body, or an individual voter who is eligible to vote on the measure, or bona fide association of citizens, or a combination of voters and associations, may file a written argument for or against any city measure.

ENVIRONMENTAL SUSTAINABILITY

Creating a Paperless Billing requirement for landlords with 5 or more rental units will have a positive impact on the environment by reducing the use of paper.

FISCAL IMPACTS

No direct fiscal impacts related to the recommended action to place the initiative ordinance on the ballot. In general, election services have seen a steep increase since 2018, with the City's first million-dollar election in 2020. In addition, the number of measures placed on the ballot, and the length of the measures, are the primary driving factors in the fluctuation of election costs.

Attachments:

1. Resolution Submitting to the Berkeley Electorate an Initiative Ordinance Amending the Rent Stabilization Ordinance for the November 3, 2026 Ballot
   Exhibit A: Text of Measure

CONTACT PERSON

Councilmember Cecilia Lunaparra, (510) 981-7170
Jonah Gottlieb, Chief of Staff

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

SUBMITTING TO THE BERKELEY ELECTORATE AN INITIATIVE ORDINANCE AMENDING THE RENT STABILIZATION ORDINANCE FOR THE NOVEMBER 3, 2026 BALLOT

WHEREAS, the Berkeley City Council has elected to submit to the voters at the November 3, 2026 General Municipal Election, an Initiative Ordinance Amending the Rent Stabilization Ordinance; and

WHEREAS, the Council desires to submit this measure to be placed upon the ballot at the November 3, 2026 General Municipal Election, consistent with the Council's Resolution No. 72,236-N.S., adopted on April 21, 2026, calling for a General Municipal Election to be consolidated with said statewide election; and

WHEREAS, Council Resolution No. 72,236-N.S. adopted the provisions of Elections Code Section 9285(a) providing for the filing of rebuttal arguments for City ballot measures, pursuant to Elections Code Section 9285(b).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Berkeley that an Initiative Ordinance Amending the Rent Stabilization Ordinance ("Measure"), the full text of which is attached hereto as Exhibit A, shall be placed before the voters at the election on November 3, 2026.

BE IT FURTHER RESOLVED that the City of Berkeley hereby requests that the Alameda County Board of Supervisors permit the Registrar of Voters of Alameda County to perform services in connection with said election at the request of the City Clerk. These services are to include all necessary services related to official ballot creation, sample ballot and voter information pamphlet preparation, vote-by-mail, polling places, poll workers, voter registration, voting machines, canvass operations, and any and all other services necessary for the conduct of the consolidated election.

BE IT FURTHER RESOLVED that the Board of Supervisors of Alameda County is hereby requested to include on the ballots and sample ballots the Measure enumerated above to be voted on by the voters of the qualified electors of the City of Berkeley, and that ballots for the election shall be provided in the form and in the number provided by law. Voters shall be provided an opportunity to vote for or against the Measure on the ballot, in accordance with procedures to be adopted by the authorized officers of the County

BE IT FURTHER RESOLVED that the Measure requires a simple majority vote threshold for passage.

BE IT FURTHER RESOLVED that the full text of the Measure shall be printed in the Voter Information Pamphlet mailed to all voters in the City of Berkeley.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to cause the posting, publication and printing of notices, pursuant to the requirements of the Charter of the City of Berkeley, the Government Code, and the Elections Code of the State of California, and to file a certified copy of this Resolution, including all exhibits, no later than the close of business on August 7, 2026, with the County Registrar of Voters and the Clerk of the County Board of Supervisors.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to obtain printing, supplies, and services as required.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to enter into any contracts necessary for election consulting services, temporary employment services, printing services, and any such other supplies and services as may be required by the statutes of the State of California and the Charter of the City of Berkeley for the conduct of the November General Municipal Election.

BE IT FURTHER RESOLVED that the City will reimburse the Registrar of Voters for the costs associated with placing the Measure on the ballot.

BE IT FURTHER RESOLVED that the Mayor, the City Manager, the Finance Director, the City Attorney and the City Clerk, and any of their designees, are hereby authorized to execute any documents and to perform all acts necessary to place the Measure on the ballot, and to make any changes to the text of the Measure, or the statement of the Measure to conform to any legal requirements of the County Registrar, in order to cause the election to be held and conducted in the City.

BE IT FURTHER RESOLVED that the City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney, who shall prepare an impartial analysis of the Measure showing the effect of the Measure on the existing law and the operation of the Measure. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

BE IT FURTHER RESOLVED that the filing of ballot arguments shall conform to the manner and schedule established by Resolution No. 72,236-N.S., adopted on April 21, 2026.

BE IT FURTHER RESOLVED that the City Council, having reviewed the Measure, hereby finds that this action is not subject to the California Environmental Quality Act ("CEQA") because it involves a legislative proposal to amend various provisions of the Rent Stabilization Ordinance and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its passage and adoption.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption thereof.

Exhibits
A: Text of Ordinance

The People of the City of Berkeley do ordain as follows:

Section 1. Section 13.76.020 of the Berkeley Municipal Code is amended to read as follows:

13.76.020 Findings.

A. On June 5, 1973, the City Council (hereinafter, "Council") declared the existence of a housing emergency in the City of Berkeley (hereinafter, "the City"), based upon Council's finding of a pattern of steadily rising rents, a shortage of decent housing and an increased deterioration of the existing housing stock in the City.

B. On November 27, 1979, the Council passed an ordinance establishing a temporary rent stabilization program, effective until June 30, 1980.

C. In 1980, the People of Berkeley passed the Rent Stabilization and Eviction for Good Cause Ordinance, establishing the registration of rental units, the regulation of rental increase amounts, and the requirement for a landlord to provide good cause prior to terminating a tenancy.

D. In 1995, the California Legislature enacted the Costa-Hawkins Rental Housing Act, which prohibited the ability of local governments to control the rental amount on a rental unit at the commencement of a new tenancy and to control the rental amount in single family homes or rental units with an initial Certificate of Occupancy issued after February 1, 1995. As a result of the Costa-Hawkins Rental Housing Act, many rental units became unaffordable to Berkeley residents.

E. The City continues to experience a severe housing shortage and an unprecedented increase in the number of residents experiencing housing hardships. According to data from the United States Census Bureau, in 2019, 53% of Berkeley renter households were "rent burdened," paying more than 30% of their household income towards rent.

F. Due to the continuance of the housing emergency which existed when the voters of Berkeley first enacted this Chapter, the Berkeley Rent Stabilization Board (hereinafter, "Board") finds that reasonable regulation of aspects of the landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of a variety of rental housing options, and protect the health, safety, and general welfare of the public.

G. Because the People of Berkeley have periodically updated this Chapter through various updates, the Board finds a need to enact non-substantive changes to this Chapter in 2024 in order to make the provisions of this Chapter more consistent with modern usage and clarity.

H. Pursuant to California Civil Code Section 1946.2(g)(1)(B), the Board finds that this Chapter is more protective than the provisions of California Civil Code Section 1946.2. The just cause for termination of a residential tenancy under this Chapter is consistent with California Civil Code Section 1946.2; however, this Chapter further limits the reasons for termination of a residential tenancy, and provides for higher relocation

assistance amounts in the event of a termination.

Section 2. Section 13.76.050 of the Berkeley Municipal Code is amended to read as follows:

13.76.050 Applicability.

A. All sections of this Chapter shall apply to all real property that is being rented or is available for rent for residential use in whole or in part, except for the following as provided in this section.

B. The following rental units are Partially-covered units:

1. *Newly Constructed Rental Units*.

(a) A rental unit created after June 30, 1980. For purposes of this partial exemption, the date a unit was created is based upon the date of the first certificate of occupancy issued for the subject unit.

However, in the event of the repeal or amendment of Civil Code Section 1954.52 such that "certificate of occupancy" is no longer the operative standard set forth under state law, the date a unit was created shall be determined by the final inspection approval by the City. A rental unit shall only be deemed newly constructed for fifteen years after the date of final inspection approval by the City.

(b) The following units are not partially-covered as “newly constructed rental units” and, unless otherwise exempt, shall be covered by all provisions of this Chapter to the extent that state or local law permits:

(i) ~~Notwithstanding any provision in this Chapter and to the extent that state or local law permits, a~~Any residential rental units created ~~as a result of demolition or replacement~~ to replace units that were demolished due to ~~where such demolition or replacement is affected via~~ the creation of a "housing development project" as defined in the Housing Crisis Act of 2019 (Senate Bill 330)~~, shall not be exempt as "newly constructed rental units" and, unless otherwise exempt, shall be covered by all provisions of this Chapter~~.

(ii) As set forth in California Civil Code section 1954.52(b), any residential rental units where the owner has otherwise agreed to be subject to Sections 13.76.100 through 13.76.120 of this Chapter by contract with a public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

2. *Separately Alienable Rental Units*. Rental units in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance),

unless the tenancy commenced before January 1, 1996. This partial exemption shall apply only as long as the pertinent provisions of California Civil Code Section 1954.50 et. seq. ("Costa-Hawkins") remain in effect and require such an exemption.

As set forth in California Civil Code section 1954.52(b), any residential rental units where the owner has otherwise agreed to be subject to Sections 13.76.100 through 13.76.120 of this Chapter by contract with a public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code are not partially-covered as “separately alienable rental units” and, unless otherwise exempt, shall be covered by all provisions of this Chapter to the extent that state or local law permits.

3. *Government-Owned or Government-Subsidized Rental Units*. Rental units which a government agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside to the extent that applicable Federal law, State law, or administrative regulation specifically exempts such units from local or municipal price control. Such rental units shall be subject to all provisions of this Chapter except those from which applicable Federal law, State law, or administrative regulation specifically exempts the rental units.

C. The following rental units are Fully-exempt units:

1. *Short-Term Transient Rentals*. Rental units which are rented primarily to transient guests for use or occupancy less than fourteen consecutive days in establishments such as hotels, motels, inns, tourist homes, and rooming and boarding houses. However, the payment of rent every fourteen days or less shall not by itself exempt any unit from coverage by this Chapter.

2. *Co-op Rental Units*. Rental units in nonprofit cooperatives owned and controlled by a majority of the residents.

3. *Rental Units in Health Facilities*. Rental units in any hospital, skilled nursing facility, health facility, asylum, or non-profit home for older persons.

For the purposes of this Subsection, the following definitions apply:

"Skilled nursing facility" means a health facility or a distinct part of a hospital which provides the following basic services: skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour inpatient care and, as a minimum, includes medical, nursing, dietary, pharmaceutical services and an activity program. The facility shall have effective arrangements, confirmed in writing, through which services required by the patients, but not regularly provided within the facility, can be obtained promptly when needed.

"Health facility" means any facility, place or building which is organized, maintained and operated for the diagnosis, care and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after

pregnancy, or for any one or more of these purposes, for one or more persons, to which such persons are admitted for a 24-hour stay or longer.

4. *Owner-Occupied Shared Rental Units*. A rental unit in a residential property where the landlord shares kitchen or bath facilities with the tenant(s) of such rental unit and where the landlord occupied a unit in the same property as his/her principal residence at the inception of the tenancy.

For the purposes of this subsection, the term landlord shall be defined only as the owner of record holding at least 50% interest in the property.

5. *Fraternities and Sororities*. A rental unit or room which is rented by an active member of a fraternity or sorority recognized by the University of California Berkeley, or a rental unit or room which is rented by an active member of a fraternity or sorority identified by Rent Board Resolution. To qualify for the exemption, the rental unit must be owned by the fraternity or sorority or by an entity whose sole purpose is the maintenance and operation of the fraternity or sorority's rental units for the benefit of the members in order to provide housing to said members at cost.

6. *Accessory Dwelling Units*. Rental units in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance) and one lawfully established and fully permitted Accessory Dwelling Unit where the landlord also occupies a unit in the same property as his/her principal residence. This subsection (13.76.050) shall only apply to properties containing a single Accessory Dwelling Unit, shall only apply to units compliant with all applicable requirements of Chapter 23C.24 ("Accessory Dwelling Units"), and shall only apply to tenancies created after November 7, 2018.

7. *Shelters and Transitional Housing*. Rental units in a facility owned or leased by an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code that has the primary purpose of operating a treatment, recovery, therapy, sanctuary or shelter program for qualified clients, where such rental units are provided incident to the client's participation in the primary program and where the client has been informed in writing of the temporary or transitional nature of the housing at the inception of his or her participation in the program.

However, except as may be preempted by the Transitional Housing Participant Misconduct Act (California Health and Safety Code Sections 50580 et. seq.) or other state or federal law, such rental units shall not be exempted from the requirements of Section 13.76.130, Good Cause Required for Eviction. For purposes of Section 13.76.130(A)(2), the client's continued eligibility for participation in the treatment, recovery, therapy, sanctuary or shelter program shall be deemed a material term of the client's rental agreement with the program's operator.

8. *"Sabbatical Exemption" for Single-Family Homes*. A rental unit in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance) and owned by a property owner who:

(a) owns only one residential unit in the City;

(b) occupied that residential unit for at least 365 consecutive days as their principal residence immediately prior to renting the unit;

(c) is absent from the unit for a period not to exceed 24 months; and (d) such period is specified in the lease.

9. *Golden Duplex Exemption*. A ~~R~~rental unit~~s~~ in a residential property which is divided into two units where one of the units was owner-occupied on December 31, 1979, and is currently occupied by the landlord as their principal residence.

In order to claim this exemption, the landlord must provide the tenant written notice, in a form prescribed by the Board, as part of their initial rental agreement that the residential property is exempt from this Chapter. If a landlord fails to satisfy this notice requirement, the rental unit shall be non-exempt for the duration of that tenancy.

Rental units which become non-exempt under this provision during the course of that tenancy shall have the provisions of Subsections 13.76.080J and 13.76.100C. applied to them.

For the purposes of this subsection, the term landlord shall be defined only as the owner of record holding at least 50% interest in the property.

D. *No Removal of Rights Previously Established.* No exemption articulated in subsection C shall apply when the current tenancy commenced prior to the date the unit met all elements of the exemption. This subsection shall not apply to any rental unit deemed exempt prior to November 3, 2026.

Section 3. Section 13.76.080 of the Berkeley Municipal Code is amended to read as follows:

13.76.080 Rent registration.

A. The Board shall require all landlords to file a rent registration statement with the Board by September 1, 1980 for each rental unit covered by this Chapter, except for Fully-Exempt Units as set forth in Section 13.76.050(C).

B. Landlords shall provide ~~in~~ their initial rent registration statement ~~the following information:~~

~~(1) The address of each rental unit;~~

~~(2) The name and address of the landlord(s) and the managing agent, if any;~~

~~(3) The date on which the landlord received legal title to or equitable interest in the rental unit;~~

~~(4) The housing services provided for the rental unit;~~

~~(5) The rent in effect on June 6, 1978;~~

~~(6) The rent in effect on December 30, 1979;~~

~~(7) The base rent ceiling;~~

~~(8) The lowest rent in effect between June 6, 1978, and the date of the adoption of this Chapter;~~

~~(9) The amount of any deposits or other monies in addition to periodic rent demanded or received by the landlord in connection with the use or occupancy of the rental unit;~~

~~(10) Whether the rental unit was vacant or occupied on May 31, 1980; (11) Rent in effect on December 31, 1981.~~ on a form provided by the Board.

C. All rent registration statements provided by landlords in accordance with this Chapter shall include an affidavit signed by the landlord declaring under penalty of perjury that the information provided in the rent registration statement is true and correct.

D. *Notice at Commencement of Tenancy*. The landlord of any rental unit subject to this section must give the tenant a written notice on a form prescribed by the Board within 15 days of the commencement of the tenancy. The form shall include the following information:

1. The existence and scope of this Chapter;

2. The tenant's rights to petition against certain rent increases, if applicable;

3. Whether the landlord is permitted to set the initial rent and subsequent rents during the tenancy without limitation (such as pursuant to California Civil Code Sections 1947.12 and 1954.52); and

4. Any provisions of this Chapter which the landlord claims the rental unit to be exempt from.

If rental units subject to this Chapter are located in a property with an interior common area that all of the building's tenants have access to, the landlord must post a notice containing the information in subparagraph (1) and, if applicable to all units at the property, the information in subparagraphs (2) through (4).

All registration statements under this section shall include an affidavit signed by the landlord declaring under penalty of perjury that the landlord has provided this notice at the commencement of the current tenancy. A landlord that has failed to provide a notice pursuant to this subsection shall not be in compliance with this section.

E. *Vacancy Registration*. Any landlord who rents a fully-covered unit to a new tenant after January 1, 1996, shall re-register the rental unit with the Board within fifteen (15) days of the commencement of a new tenancy on a form prescribed by the

Board. Re-registering the unit shall include providing all current tenancy information as established by the Board's Regulations.

F. The Board shall provide forms for the registration information required by this section and shall make other reasonable efforts to facilitate the fulfillment of the requirements set forth in this section.

G. Starting in 2027, annual registration fees required by this Chapter shall be due and payable on or before September 30 of each year.

Every annual registration fee required by this Chapter which is not paid on or before ~~July 1~~ the due date is declared delinquent, and the Board shall add to said registration fee and collect a penalty of one hundred percent of the fee so delinquent in addition to the fee. Every six months that the fee and penalty remain delinquent, the penalty shall be increased by one hundred percent of the original fee. The Board may waive the penalty if payment is made within thirty days of the original due date.

A landlord may request the Board to waive all or part of the penalty if the landlord can show good cause for the delinquent payment.

H. The amount of any registration fee, penalty, and fine imposed by the provisions of this Chapter shall be deemed a debt to the Board.

I. Within thirty days after the filing of a rent registration statement, the Board shall provide a true and correct copy of said statement to the occupant of the respective unit.

J. Landlords of formerly exempt units shall register within 60 days of coming under coverage of this Chapter. The registration fee for this first-time registration shall be pro-rated based upon the number of months remaining to the next ~~July 1~~ annual registration deadline.

K. No landlord shall be deemed to be in compliance with this Section with respect to a given unit until the landlord has completed registration for all covered units in the same property. Registration shall be deemed complete when all required information has been provided, any notice required by subsection 13.76.080(D) has been provided to the Board, and all outstanding fees and penalties have been paid.

L. Registration fees shall not be passed along to the tenants without the express, prior approval of the Board. Under no circumstances shall penalties be passed along to tenants.

M. Landlords of Partially-Covered Units (set forth above in Sections 13.76.050(B)) shall register within 60 days of coming under coverage of this Chapter. The registration fee for this first-time registration shall be pro-rated based upon the number of months remaining to the next ~~July 1~~ annual registration deadline.

N. *Paperless Billing Requirement.* The Board may, by regulation, require that registration fees and penalties due under this Section be paid through the Board's

online rent registry. A landlord subject to this requirement must provide the Board a current email address in order to receive billing statements.

O. Notwithstanding any other provision of this Chapter, the Board shall have the authority to adopt regulations to waive or reduce fees owing under this Section for a residential property owned, leased or controlled by an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code that contains rental units that are subject to a regulatory agreement with a governmental agency that controls the units' rent levels.

Section 4. Section 13.76.110 of the Berkeley Municipal Code is amended to read as follows:

13.76.110 Annual general adjustment of rent ceilings.

A. Effective January 1 of each year, the rent ceiling for all rental units covered by this Chapter for which the landlord did not establish an initial rent during the prior calendar year shall be adjusted by 65% of the percentage increase in the Consumer Price Index

for All Urban Consumers (CPI-U) in the San Francisco-Oakland-San Jose region as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve month period ending the previous June 30. In determining the allowable percentage rent increase, numbers of .04 and below shall be rounded down to the nearest tenth decimal place and numbers of .05 and above shall be rounded up to the nearest tenth decimal place. In no event, however, shall the allowable annual adjustment be less than zero (0%) or greater than five percent (5%). The Board shall publish and publicize the annual general adjustment on or about October 31st of each year.

B. An upward general adjustment in rent ceilings does not automatically provide for a rent increase. Allowable rent increases pursuant to a general upward adjustment shall become effective only after the landlord gives the tenant at least a 30 days written notice of such rent increase and the notice period expires.

C. If the maximum allowable rent specified under this Chapter for a rental unit is greater than the rent specified for such unit in the rental agreement, the lower rent specified in the rental agreement shall be the maximum allowable rent until the rental agreement expires. If the maximum allowable rent specified under this Chapter for a rental unit is less than the rent specified for such unit in the rental agreement, the lower rent specified under this Chapter shall be the maximum allowable rent.

D. No rent increase pursuant to an upward general adjustment of a rent ceiling shall be effective if the landlord:

1. Has continued to fail to comply, after order of the Board, with any provisions of this Chapter and/or orders or regulations issued thereunder;

2. Has failed to bring the rental unit into compliance with the implied warranty

of habitability;

3. Has failed to make repairs as ordered by the housing inspection services of the; or

4. Has failed to completely register by ~~July 1, except as provided in Subsection E below~~ the annual deadline.

~~E. The amount of an upward general adjustment for which a landlord shall be eligible shall decrease by ten percent (10%) per month for each month beyond October 1 for which the landlord fails to register.~~

E~~F~~. An owner who has previously been out of compliance with the ordinance, regulations, or applicable housing, health and safety codes, and has been denied Annual General Adjustments, may be granted them prospectively as set forth in Board regulations.

F. Notwithstanding Subsection A above, which establishes the rules associated with rent ceiling increases, a landlord shall not increase the lawful periodic rent charged for any unit in a 12-month period by more than ten percent (10%) for rent increases based on the Annual General Adjustment. In the event Civil Code section 1947.12 or any successor statute establishes a lower maximum rent increase than ten percent (10%), then that lower maximum rent increase shall apply.

Section 5. Section 13.76.130 of the Berkeley Municipal Code is amended to read as follows:

13.76.130 Just cause required for eviction.

A. No landlord shall be entitled to recover possession of a rental unit covered by the terms of this Chapter unless said landlord shows the existence of one of the following grounds:

1. *Non-payment of Rent*. The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under the provisions of state or local law, unless the tenant has withheld rent pursuant to applicable law; and said failure has continued after service on the tenant of a written notice setting forth the amount of rent then due and requiring it to be paid, within a period, specified in the notice, of not less than three days. Rent that is lawfully withheld pursuant to emergency legislation that authorizes rent withholding during the effective period of a state of emergency applicable in the City shall not constitute grounds for recovery of possession except as expressly provided in the applicable emergency legislation. Emergency legislation adopted during the emergency may prohibit recovery of possession for lawfully withheld rent even after the expiration of a state or local emergency. This subsection shall not constitute grounds where the amount of rent demanded is less than one month of fair market rent for a unit of equivalent size in the metro area Oakland-Fremont, CA HUD Metro FMR

as determined by the U.S. Department of Housing and Urban Development for the fiscal year in which the rent is demanded.

2. *Substantial Violation of Material Lease Causing Actual Injury*. The tenant has continued, after written notice to cease, to substantially violate any of the material terms of the rental agreement, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the tenant or made part of the rental agreement; and provided further that, where such terms have been accepted by the tenant or made part of the rental agreement subsequent to the initial creation of the tenancy, the landlord shall have first notified the tenant in writing that he or she need not accept such terms or agree to their being made part of the rental agreement.

Material terms of the rental agreement only include those terms of the rental agreement which both parties have expressly agreed upon and do not include any changes of the terms of tenancy, other than the amount of rent owing for the premises, which the landlord has attempted to impose unilaterally under Civil Code Section 827.

In order to assert this ground for eviction, the landlord must demonstrate all of the following: that the tenant's lease violation caused substantial actual damage to the landlord; and that the tenant's behavior was unreasonable.

Actual injury must be a direct result of the tenant's breach of lease and is not limited to physical or personal injury. Substantial actual injury includes but is not limited to the harm caused by a tenant's failure to comply with income recertification mandated by state or federal statute or regulation for deed-restricted affordable housing units.

Notwithstanding any contrary provision in this Chapter or in the rental agreement, a landlord is not entitled to recover possession of a rental unit under this Subsection where a tenant permits his or her rental unit to be occupied by a subtenant, provided:

(a) The landlord has unreasonably withheld consent to the subtenancy; and (b) The tenant remains an actual occupant of the rental unit; and

(c) The number of tenants and subtenants actually occupying the rental unit does not exceed the number of occupants originally allowed by the rental agreement or the Board's regulations, whichever is greater.

(d) Withholding of consent by the landlord shall be deemed to be unreasonable where:

i. The tenant's written request for consent was given at least two weeks prior to commencement of the subtenancy;

ii. The proposed new subtenant has, upon the landlord's written request,

completed the landlord's standard form application or provided sufficient information to allow the landlord to conduct a standard background check, including references and credit, income and other reasonable background information; and

iii. The proposed new subtenant meets the landlord's customary occupancy qualifications and has not refused the landlord's request to be bound by the terms of the current rental agreement between the landlord and the tenant; and

iv. The landlord has not articulated in writing a well-founded reason for refusing consent.

Any notice to cease given pursuant to this Subsection must state allegations in sufficient detail so that a reasonable person would understand the alleged violation and resulting injury, including the specific term of the lease allegedly violated, the date of the alleged violation, and the injury that occurred as a result of the alleged violation.

3. *Substantial Damage to Premises*. The tenant has willfully caused or allowed substantial damage to the premises beyond normal wear and tear and has refused, after written notice, to pay the reasonable costs of repairing such damage and cease damaging said premises.

4. *Destruction of Peace*. The tenant has continued, following written notice to cease, to be so disorderly as to destroy the peace and quiet of other tenants or occupants of the premises or the tenant is otherwise subject to eviction pursuant to subdivision 4 of Code of Civil Procedure Section 1161.

5. *Refusal of Lawful Access to Unit*. The tenant has, after written notice to cease, refused the landlord access to the unit as required by state or local law.

6. *Substantial and Necessary Repairs*.

(a) The landlord, after having obtained all necessary permits from the City, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of tenants of the building, and where such repairs cannot be completed while the tenant resides on the premises.

(b) Where such repairs can be completed in a period of 60 or fewer days, and the tenant, within 30 days after the service of a notice of termination of his or her tenancy, agrees in writing to vacate the premises during the period required to complete the repairs at no charge to the landlord, other than abatement of the obligation to pay rent for the premises during the period required to complete the repairs, the landlord may not recover possession pursuant to this Subsection 13.76.130(A)(6) unless the tenant shall fail or refuse to vacate the

premises in accordance with such agreement.

(c) Where the landlord owns any other residential rental units in the City, and any such unit is vacant and available at the time of premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the landlord, the landlord shall, as a condition of obtaining possession pursuant to this Subsection (13.76.130(A)(6)), notify tenant in writing of the existence and address of each such vacant rental unit and offer tenant the right, at the tenant's option:

i. To enter into a rental agreement (to be designated as a "temporary rental agreement") on any available rental unit which the tenant may choose, at a rent not to exceed the lesser of the lawful rent which may be charged for such available rental unit or the lawful rent in effect, at the time of the notice of termination of tenancy, on the unit being vacated, said rental agreement to be for a term of the lesser of ninety days or until completion of repairs on the rental unit being vacated by tenant; or

ii. To enter into a new rental agreement or lease for such an available rental unit at a rent not to exceed the lawful rent which may be charged for such available rental unit.

(d) Where the landlord recovers possession under this subsection 13.76.130(A)(6)), the tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work. In the event the landlord files an application for an individual rent adjustment within six months following the completion of the work, the tenant shall be a party to such proceeding the same as if he or she were still in possession, unless the landlord shall submit, with such application, a written waiver by the tenant of his or her right to re-occupy the premises pursuant to this Subsection.

7. *Demolition Permit Issued by the City*. The landlord, after having obtained all necessary permits from the City of Berkeley, seeks in good faith to recover possession of the rental unit, in order to remove the rental unit from the market by demolition.

8. *Owner Move-in Evictions*.

(a) The landlord seeks in good faith with honest intent and without ulterior motive to recover possession for his/her own use and occupancy as his/her principal residence for a period of at least 36 consecutive months; or

(b) For the use and occupancy as the principal residence by the landlord's spouse or by the landlord's child, or parent for a period of at least 36 consecutive months.

(c) For the purposes of this Subsection (13.76.130(A)(8)), the term landlord shall be defined as the owner of record, as of the time of giving of a notice

terminating tenancy, and at all times thereafter to and including the earlier of the tenant's surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the landlord, holding at least a 50% interest in the property and shall not include a lessor, sublessor, or agent of the owner of record.

(d) All notices terminating tenancy pursuant to subsection 13.76.130(A)(7) shall include the following: the existence and potential availability of relocation assistance under subsection 13.76.130(A)(8)(g); the existence of tenant protections for families with minor children as defined in Subsection 13.76.130(A)(8)(k); the name and relationship of any qualified relative for purposes of Subsection 13.76.130(A)(8)(b); and the landlord's ownership interest in any residential properties in the City where such interest, in any form whatsoever, is ten percent (10%) or greater. The landlord shall, within ten days of giving notice, file a copy of the notice terminating tenancy with the Board.

(e) The landlord may not recover possession under this Subsection (13.76.130(A)(8)) if a comparable unit, owned by the landlord in the City, was, at the time of the landlord's decision to seek to recover possession of the rental unit, already vacant and available, or if a comparable unit, owned by the landlord in the City, thereafter becomes vacant at any time until the earlier of the tenant's surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the landlord. In an action by or against the tenant, evidence that a comparable unit was vacant and available within ninety days prior to the date of a notice terminating the tenant's tenancy shall create a presumption that such unit was vacant and available at the time of the landlord's decision to seek to recover possession of the premises. "Presumption" means that the court must find the existence of the presumed fact unless and until the contrary is proven by a preponderance of the evidence.

(f) The landlord shall offer any non-comparable unit owned by the landlord to the tenant if a non-comparable unit becomes available before the recovery of possession of the tenant's unit at a rate based on the rent the tenant is paying with an upward or downward adjustment based on the condition, size, and other amenities of the replacement unit. Disputes concerning the initial rent for the replacement unit shall be determined by the Board.

(g) Where a landlord recovers possession of a unit under Subsection 13.76.130(A)(8), the landlord is required to provide standard relocation assistance to tenant households where at least one occupant has resided in the unit for one year or more in the amount of $15,000. The landlord is required to provide an additional $5,000 relocation assistance to tenant households that qualify as low-income; or include disabled or elderly tenants; minor children; or tenancies which began prior to January 1, 1999. The relocation fees set forth above shall be increased in accordance with the rules set forth in Subsection 13.76.130(A)(7) below. The procedures for payment of this relocation

assistance are set forth below in Subsection 13.76.130(A)(8)(p)(i) through 13.76.130(A)(8)(p)(iv). The following definitions apply for any tenant households evicted for owner move-in under Subsection 13.76.130(A)(8):

i. "Low-income tenants" means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in Health and Safety Code Section 50079.5.

ii. A person is "disabled" if that person has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act (Government Code § 12926).

iii. "Elderly" is defined as sixty (60) years of age or older.

iv. "Minor child" means a person who is under 18 years of age.

v. "Tenancy began prior to January 1, 1999" is a tenancy where an "original occupant" (as defined by Board regulation) still permanently resides in the rental unit.

(h) Effective January 1 of each year beginning in 2018, the fees set forth above in Subsection 13.76.130(A)(8)(g), shall be increased in an amount based on the Consumer Price Index - All Urban Consumers in the San Francisco-Oakland-San Jose Region averaged for the 12-month period ending June 30, of each year, as determined and published by United States Department of Labor. Any increase shall be published by the Board on or before October 31st of each year.

(i) It shall be evidence that the landlord has acted in bad faith if the landlord or the landlord's qualified relative for whom the tenant was evicted does not move into the rental unit within three months from the date of the tenant's surrender of possession of the premises or occupy said unit as his/her principal residence for a period of at least 36 consecutive months.

(j) Once a landlord has successfully recovered possession of a rental unit pursuant to Subsection 13.76.130(A)(8)(a), then no other current or future landlords may recover possession of any other rental unit on the property

pursuant to Subsection 13.76.130(A)(8)(a). It is the intention of this subsection that only one specific unit per property may be used for such occupancy under Subsection 13.76.130(A)(8)(a) and that once a unit is used for such occupancy, all future occupancies under Subsection 13.76.130(A)(8)(a) must be of that same unit.

(k) A landlord may not recover possession of a unit from a tenant under

Subsection 13.76.130(A)(8) if any tenant in the rental unit has a custodial or family relationship with a minor child who is residing in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" as used in this subsection means the first day of instruction for the Fall Semester through the first day of the month following the last day of instruction for the Spring Semester, as posted on the Berkeley Unified School District website for each year.

i. For purposes of Subsection 13.76.130(A)(8)(k), the term "custodial relationship" means that the person is a legal guardian of the child, or has a caregiver's authorization affidavit for the child as defined by Section 6550 of the California Family Code, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the biological or adoptive parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

(l) A landlord may not recover possession of a unit from a tenant under Subsection 13.76.130(A)(8) if any tenant in the rental unit:

i. Is 60 years of age or older and has been residing on the property for five years or more; or

ii. Is disabled and has been residing on the property for five years or more; or

iii. Has resided on the property for five years or more and the landlord has a ten percent (10%) or greater ownership interest, in any form whatsoever, in five or more residential rental units in the City.

(m) A tenant who claims to be a member of one of the classes protected by Subsection 13.76.130(A)(8)(l) must submit a statement, with supporting evidence, to the landlord. A tenant's failure to submit a statement at any point prior to the trial date of an unlawful detainer action for possession of the tenant's unit shall be deemed an admission that the tenant is not protected by Subsection 13.76.130(A)(8)(l) landlord may challenge a tenant's claim of protected status by raising it as an issue at trial in an unlawful detainer action for possession of the tenant's unit.

(n) The provisions of Subsection 13.76.130(A)(8)(l) shall not apply to the following situations:

i. Where a person is the owner of three or fewer residential units in the City and has no greater than a nine percent (9%) ownership interest in any other residential unit in the City; or

ii. Where each residential rental unit in the City in which the landlord holds an ownership interest of ten percent (10%) or greater is occupied by a tenant otherwise protected from eviction by Subsection

13.76.130(A)(8)(l) and the landlord's qualified relative who is seeking possession of a unit subject to Subsection 13.76.130(A)(8)(b) is 60 years of age or older or is disabled as defined in Subsection 13.76.130(A)(8)(l) above; or

iii. Where each residential rental unit in the City in which the landlord holds an ownership interest of ten percent (10%) or greater is occupied by a tenant otherwise protected from eviction by Subsection

13.76.130(A)(8)(l), the landlord has owned the unit for which possession is being sought subject to Subsection 13.76.130(A)(8)(a) for five years or more and is 60 years of age or older or is disabled as defined in Subsection 13.76.130(A)(8)(l).

(o) Where a landlord recovers possession under Subsection 13.76.130(A)(8), the tenant must be given the right of first refusal to re-occupy the unit upon its next vacancy.

(p) When a landlord is required to provide a relocation assistance payment subject to Subsection 13.76.130(A)(8)(g), the payment shall be divided among the tenants occupying the rental unit at the time of service of the notice to terminate tenancy.

i. Within ten days of service of a notice terminating tenancy under Subsection 13.76.130(A)(8), the landlord shall deposit the standard relocation assistance (for households where an occupant has resided one year or more) with the ~~City~~ Board ~~or its designated agent~~ to be held in escrow. ~~Within ten days after the funds are deposited into escrow,~~ T~~the~~ ~~City~~ Board shall release the standard relocation assistance to the tenant household, unless the landlord notifies the ~~Rent Stabilization Program~~ Board in writing that the landlord disputes the tenant's eligibility to receive such assistance.

ii. In order to claim entitlement to additional relocation assistance under Subsection 13.76.130(A)(8)(g), a tenant must notify the landlord and the ~~Rent Stabilization Program~~ Board in writing that the tenant is claiming low-income, disabled, elderly, tenant with minor child status, or a claim that the tenancy began prior to January 1, 1999 (hereinafter "entitlement to additional relocation assistance") per Subsection 13.76.130(A)(8)(g) within 30 days of filing of notice of termination of tenancy with the ~~Rent Stabilization Program~~ Board. The landlord shall deposit the additional relocation payment with the ~~Rent Stabilization Program~~ Board ~~or its designated agent~~ to be held in escrow for any tenant household who claims entitlement to additional relocation

assistance within ten days after such notice claiming entitlement to additional relocation assistance is mailed. ~~Within ten days after the funds are deposited into escrow,~~ Tthe ~~Rent Stabilization Program~~ Board shall authorize release of the relocation assistance to the tenant household that claims entitlement to additional relocation assistance, unless the landlord notifies the ~~Rent Stabilization Program~~ Board in writing that the landlord disputes the tenant's eligibility to receive such assistance.

iii. When a tenant household's eligibility to receive standard or additional relocation assistance as described in Subsection 13.76.130(A)(8)(g) is disputed, either party may file a petition with the Board requesting a determination of eligibility or file a claim in a court of competent jurisdiction. The Board shall release disputed relocation assistance funds to either the tenant or the landlord upon receipt of either a written agreement by both the landlord and the affected tenant, an order of a court of competent jurisdiction, or an order of a City or Board hearing examiner issued pursuant to a petition process conducted in accordance with applicable Board regulations.

iv. The landlord may rescind the notice of termination of tenancy prior to any release of relocation payment to the tenants by serving written notice stating such rescission on the tenants. In such instances, the relocation payment shall be released to the landlord. Subsequent to the release of any relocation payment to the tenants, the landlord may rescind the notice of termination of tenancy only upon the written agreement of the tenants to remain in possession of the rental unit. If the tenants remain in possession of the rental units after service of a landlord's written notice of rescission of the eviction, the tenants shall provide an accounting to the landlord of the amount of the relocation payment expended for moving costs, return to the landlord that portion of the relocation payment not expended for moving costs, and assign to the landlord all rights to recover the amount of relocation payment paid to third parties. If a rescission occurs under this Subsection, the tenant(s) shall continue the tenancy on the same terms as before the notice was served.

v. Where a landlord has served a notice of termination of tenancy on a tenant prior to the date that this amendment takes effect and the notice of termination of tenancy has not expired, the landlord shall deposit the full relocation payment with the City or its designated agent to be held in escrow for the tenants if the tenants have not vacated the rental unit as of the effective date of this amendment, and the landlord shall pay the full relocation payment to the tenants if the tenants have vacated the rental unit as of the effective date of this amendment. Said deposit in escrow or payment to the tenants shall be made within ten days of the effective date of this amendment.

vi. Failure of the landlord to make any payment specified herein shall be a defense to any action to recover possession of a rental unit based upon the landlord's termination of tenancy notice pursuant to this Subsection (13.76.130(A)(8)). In addition, if the tenants of a rental unit have vacated the unit as a result of a notice of termination of tenancy pursuant to this subsection (13.76.130(A)(8)), and the landlord fails to make any payment specified herein, the landlord shall be liable to the tenants for three times the amount of the payment as well as reasonable attorney fees.

(q) A tenant who prevails in an action brought under this Subsection (13.76.130(A)(8)), in addition to any damages and/or costs awarded by the court, shall be entitled to recover all reasonable attorney's fees incurred in bringing or defending the action.

(r) At least twice annually, Board staff shall report to the Board regarding the occupancy status of units possession of which has been recovered pursuant to this Subsection (13.76.130(A)(8)) within the prior 36 months.

(s) If any provision or clause of this Subsection (13.76.130(A)(8)) or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses, and to this end the provisions and applications of this Subsection are severable.

9. ~~*Exemption*~~*Expiration of Temporary Lease of Owner's Principal Residence*. A landlord or lessor seeks in good faith to recover possession of the rental unit for their occupancy as a principal residence, where the landlord or lessor has previously occupied the rental unit as their principal residence and has the right to recover possession of the unit for their occupancy as a principal residence under an existing rental agreement with the current tenants.

10. *Expiration of Temporary Rental Agreement for Replacement Housing During Substantial Repairs.* The tenant fails to vacate a rental unit occupied under the terms of a temporary rental agreement entered into pursuant to the provisions of Subsection 13.76.130(A)(6)(c), following expiration of the term of said temporary rental agreement, and following written notice of the availability of tenant's previous rental unit for re-occupancy by tenant (if the term of the rental agreement has expired by reason of the completion of repairs on the old rental unit), or of written notice to quit (if the term of the rental agreement has expired by reason of the expiration of a period of 90 days).

B. *Contents of Notice to Terminate Tenancy*. A landlord's failure to specify just cause as listed above in subsections 1 through 10 of Section 13.76.130(A) in the notice of termination or the notice to quit and in the complaint for possession shall be a defense to any action for possession of a rental unit covered by the terms of this chapter. Any notice terminating tenancy must additionally include a statement that advice regarding the notice terminating tenancy is available from the Rent Board, the current phone number for the Rent Board's housing counseling services, and the current address to

the Rent Board's website.

C. *Allegation of Notice to Terminate Tenancy*. In any action to recover possession of a rental unit covered by the terms of this chapter, except an action to recover possession under Subsection 13.76.130(A)(6), 13.76.130(A)(7), or 13.76.130(A)(10), a landlord shall allege, as to each rental unit on the property, substantial compliance as of the date of the notice of termination or notice to quit and as of the date of the commencement of the action for possession with the implied warranty of habitability and compliance as of the date of the notice of termination or notice to quit and as of the date of the commencement of the action for possession with Sections 13.76.100 (Rent Ceiling) and 13.76.080 (Rent Registration) of this Chapter.

D. *Filing of Termination Notices and Unlawful Detainer Summons and Complaints*. The landlord shall file with the Board a copy of any notice of termination, notice to quit, and summons and complaint, no later than three business days after the tenant has been served with such notice or summons and complaint. The Board may provide an email address to which the landlord may send any notice of termination, notice to quit, and summons and complaint.

Section 6. Section 13.76.135 of the Berkeley Municipal Code is amended to read as follows:

13.76.135 Right to organize.

A. *Tenant Association*. This section shall be limited to 1) parcels that contain ~~ten~~ five or more rental units; and 2) parcels that contain between one and ~~nine~~ four rental units, so long as the rental units are managed by a property management company as defined by Board regulation.

Tenants of such a residential rental property may establish a Tenant Association by providing their Landlord a petition signed by Tenants representing at least 50% of the occupied rental units, including Rooming Houses as defined by Board regulation, of the residential rental property certifying their desire to form a Tenant Association, and identifying the Tenant Association. For purposes of this subsection, a petition may include individual written statements signed by said Tenants or some combination of individual and collective written statements.

Once established, a Tenant Association shall remain eligible for the rights conferred by this Section even if a property management company no longer manages the rental units.

B. *Confer in Good Faith*. Landlords and Tenant Associations shall confer with each other in good faith regarding housing services and conditions, community life, landlord-tenant relations, rent increases, and other issues of common interest or concern. "Confer in good faith" means that the parties shall have the mutual obligation, personally or through their authorized representatives, to meet and confer and continue for a reasonable period of time, in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement. Examples of conferring

in good faith include, but are not limited to, maintaining a designated point of contact, engaging in regular communications, responding to reasonable requests for information, allowing participation by non-resident advocates, providing adequate time for limited-English speakers to obtain translation services, providing and adhering to timelines for addressing habitability concerns, and negotiating and putting agreements into writing. In addition, a Landlord may not prohibit a Tenant from allowing a Tenant Association representative to attend meetings involving the Landlord and one or more Tenants. The Board, through regulation, may further define good faith.

C. *Organizing Activities*. "Organizing Activities" means:

1. initiating contact with tenants, including conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a Tenant Association;

2. joining or supporting a Tenant Association;

3. distributing literature, requesting or providing information, offering assistance, convening meetings (which may occur without a landlord or landlord representative present); or

4. otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern.

The term "Organizing Activities" shall include, but is not limited to, the operations of a Tenant Association. A person's participation or failure to participate in Organizing Activities shall have no effect on whether that person qualifies as a tenant. The Board, through regulation, may further define Organizing Activities. In addition, a tenant's right to engage in Organizing Activities, to receive assistance from a Tenant Association, and to have Organizing activities occur at the property shall qualify as a housing service, and a landlord's failure to confer in good faith with a Tenant Association may ~~send the Landlord a single standing request to attend meetings for the duration of the calendar year~~ support a petition for a rent reduction.

D. A Landlord must on written request of the Tenant Association attend, either themselves or through their representative, at least one Tenant Association meeting per calendar quarter, though more frequent attendance at the request of the Tenant Association is permitted. Landlord or Landlord's representative must remain in attendance at the meeting until all agenda items are complete, unless the meeting extends for more than two hours, in which case the Landlord or Landlord's representative may withdraw from the meeting and request that the remaining items be continued to a subsequent meeting. These meetings shall occur at a mutually convenient time and place. To request that a landlord or their representative attend a meeting, the Tenant Association shall send the Landlord a written request at least 14 days in advance; alternatively, if the Tenant Association meets at a regularly scheduled time and place, then the Tenant Association may send the Landlord a single standing request to attend meetings for the duration of the calendar year.

E. *Private Right of Action*. In the event of a violation of this section, any Tenant Association, or individual tenant, aggrieved by the violation may institute a civil proceeding for injunctive relief, and actual money actual damages as specified below, and whatever other relief the court deems appropriate. In addition to the above awards of damages in a civil action under this Chapter, a prevailing plaintiff shall be entitled to an award of reasonable attorney's fees.

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.*

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.*

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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
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

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, (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, 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.

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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
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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.

01

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
K. Total	
Total General Fund	327,240,533
Add: Total Other Than General Fund	594,355,583
Gross Revenue Appropriated	**921,596,116**
Less: Dual Appropriations	-67,208,538
Less: Revolving/Internal Service Funds	-58,558,246
Net Revenue Appropriated	**795,829,332**

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 Ta 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
Subtotal Revolving/Internal Service Funds	$ 58,558,246

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	
Indirect Cost Reimbursement	
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
Subtotal Transfers to General Fund:	$ 8,488,125

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 Lbrary-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:	58,720,413
Sub-Total Dual Appropriations	$ 67,208,538
Grand Total Dual Appropriations	**$ 125,766,784**

SUMMARY OF APPROPRIATIONS BY FUND

ERMA 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 Forefeiture	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	Meaure 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 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 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	Infrastucture & 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

ERMA Fund #	Fund	FY 2027 Adopted
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
	GROSS EXPENDITURE:	**921,596,116**
	Dual Appropriations	(67,208,538)
	Revolving & Internal Service Funds	(58,558,246)
	NET EXPENDITURE:	**795,829,332**

02

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-
	$750,000	**Total FY 2027-FY 2028**

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

Public

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.

03

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:

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

04

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.

05

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

Ordinance Background and Objectives 3
Equipment Inventory and Descriptions 4
2025 Equipment Deployment and Uses 8
Fiscal Impact 20

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

		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

	(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

		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

		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 depoyed 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

		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

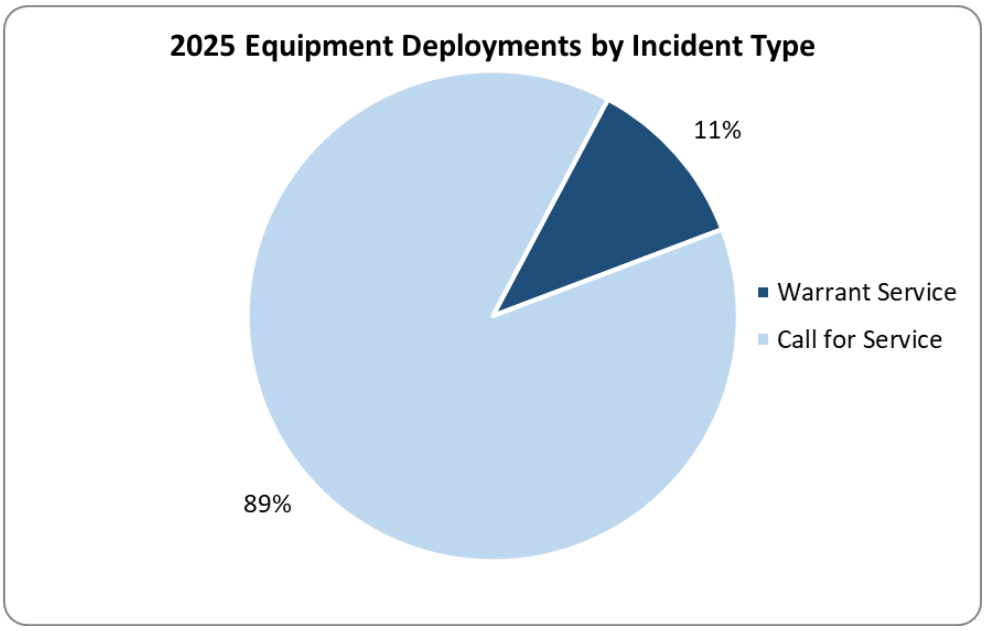
No additional internal audits were conducted beyond those performed to gather and confirm data for this report. BPD investigated one internal complaint pertaining to the improper use of the FN 303 launcher. The resulting investigation concluded in a disciplinary action.

Deployment Statistics

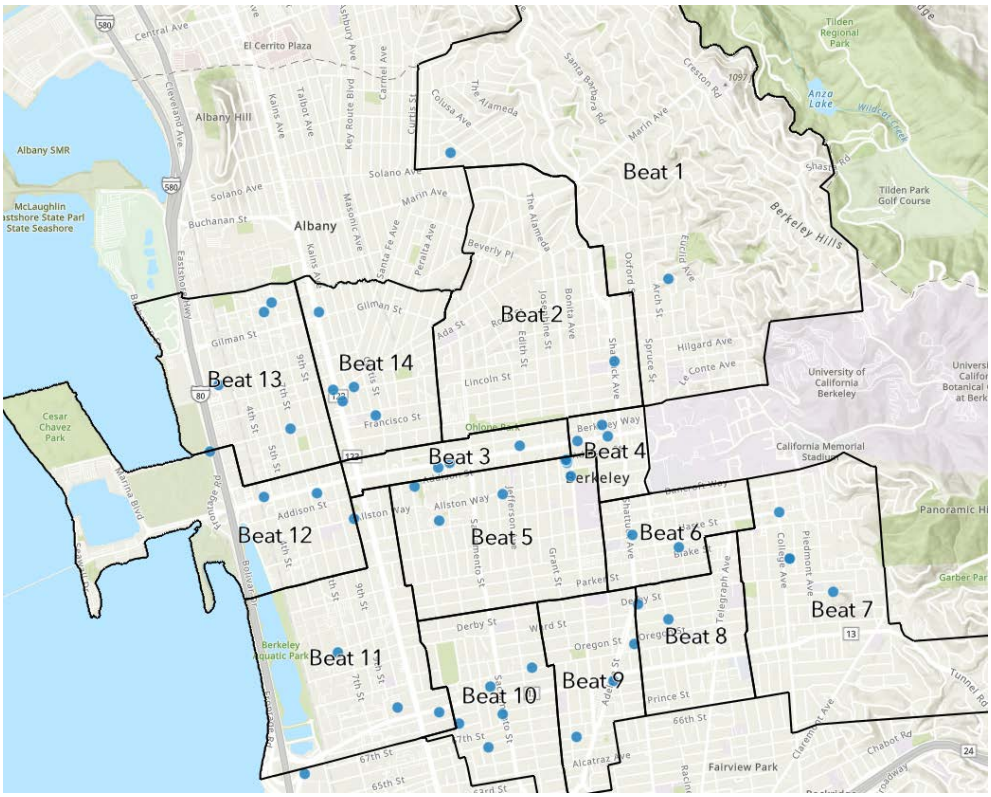
The table below displays the total number of deployments for each specified piece of equipment in 2025. Note that different types of equipment may be deployed in a single incident, and the same piece of equipment may be deployed by multiple officers during one incident.

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

Diversionary 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 diversionary 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 diversionary 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.

06

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.[1] The EMS Act establishes a two-tiered system of regulation of the California Emergency Medical

[1] *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:[2]

> 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[3]], prehospital emergency medical services shall be continued at not less than the existing level, and <u>the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts</u>….

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

[2] *Ibid.*
[3] *Id.* at 924; Health & Saf. Code § 1797.201.

against the disruption of adequate emergency medical services."[4] 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."[5] 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.[6] 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.[7]

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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[4] *Valley Med. Transp., Inc. v. Apple Valley Fire Prot. Dist*. (1998) 17 Cal. 4th 747, 758.
[5] Alameda County Code of Ordinances § 6.114.050
[6] Alameda County Ordinance §§ 6.114.060(A), 6.114.270(B).
[7] Health & Saf. Code § 1797.178.

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 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.**

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 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 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.

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Mark Numainville, City Clerk
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Alameda County Health
Emergency Medical Services

William McClurg Interim Agency Director
Zita Konik, MD Medical Director

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

	Current	Effective 7/1/2026*
Bundled Base Rate	$4,529.89	$5,001.45
Mileage/Mile	$102.21	$ 112.85
Oxygen	$338.42	$ 373.65
**** Treat, Non-transport Rate**	$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. XIIIC 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 Health
Emergency Medical Services

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

_____
Acknowledged by (Signature)
For: City of Berkeley

Paul Buddenhagen, City Manager
Name and Title

_____
Date

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

07

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 Suber 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
CHAPTER 1 - LOCAL AGENCIES		
1	1	Alameda County, Safe House Sobering Center (sponsored private program)
1	2	San Francisco Police Department
1	4	Alameda County District Attorney's Office, Victim/Witness Assistance Division
1	7	Bay Area Rapid Transit Police Department
1	8	Berkeley Unified School District
1	9	East Bay Regional Parks Police Department
1	11	Union Pacific Railroad Police Department
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
CHAPTER 2 - STATE AGENCIES		
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
CHAPTER 3 - FEDERAL AGENCIES		
3	12	Northern California Regional Intelligence Center (NCRIC)
3	13	United States Marshals Service Fugitive Task Force
CHAPTER 4 - PRIVATE AGENCIES		
4	1	Child Abuse Listening, Interviewing & Coordination (CALICO)
4	2	Critical Reach Public Safety Communication System
4	3	A Safe Place
4	5	Bay Area Women Against Rape

Berkeley Police Department MOU Compendium

Item #	1.1
Title:	**LOCAL: ALAMEDA COUNTY, CHERRY HILL DETOXIFICATION SERVICES PROGRAM (sponsored private program)**
Type:	Written Agreement
Approvals:	Initial: April 20, 2010 / Latest: June 24, 2025
Summary:	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.
Rationale:	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.
Cost:	*If Approved*: Specific costs for incident investigation and criminal case preparation cannot be exactly calculated. Non-criminal disposition may reduce costs associated with investigation and prosecution. *If Not Approved*: Fiscally neutral. Staff will continue to investigate incidents, direct offenders to the criminal justice system, and participate in court case preparation.
Recommendation:	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 alterative 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.

_____	_____	_____	5/13/25
Jennifer Louis	(Date)	Anthony Bass	(Date)
Chief of Police		Program Manager	
Berkeley Police Department		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.

_____	6/24/25	_____	_____
Jennifer Louis	(Date)	Anthony Bass	(Date)
Chief of Police		Program Manager	
Berkeley Police Department		Cherry Hill	
		Horizon Treatment Services	

Berkeley Police Department MOU Compendium

Item #	1.2
Title:	**LOCAL: SAN FRANCISCO POLICE DEPARTMENT (SFPD)**
Type:	Memorandum of Understanding
Approvals:	Initial: January 20, 2026
Summary:	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. This assistance was requested from January 31, 2026 through February 8, 2026.
Rationale:	Entering into this written agreement supported the law enforcement mission and promotion of public safety in our area for a high security event.
Cost:	*If Approved*: 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. *If Not Approved*: Fiscally neutral.
Recommendation:	Approval

Docusign Envelope ID: 68B570AA-6899-4056-924C-E83BDF0370CE

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 20th 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 31st, 2026 through Sunday, February 8th, 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

DocuSigned by:

BY: Jen Huber 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.

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.

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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:	CBJCHBCAABAAUSA7nXlJ9A8w80QQl1oZvGesQFF2G-79

"BPD_SFPD_SB_ MOU_01.20.26" History

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2026-01-20 - 5:15:29 PM GMT

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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)

Date: Jan 20, 2026

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

"BPD_SFPD_SB_ MOU_01.20.26" History

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2026-01-20 - 5:07:16 PM GMT

Document e-signed by Jennifer Louis (JLouis@berkeleyca.gov)
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

Item #	1.4
Title:	**LOCAL: ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE, VICTIM / WITNESS ASSISTANCE DIVISION**
Type:	Written Agreement
Approvals:	Initial: 2015 / Latest: August 11, 2025
Summary:	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.
Rationale:	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.
Cost:	If Approved: Costs would be neutral. Maintenance of victim assistance referral services with the Police Department are managed within its existing budget. If Not Approved: Cannot estimate cost of/or liability associated with non-compliance with statutory requirements regarding provision of victim assistance.
Recommendation:	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:
Ursula Jones Dickson
BD3DE2D07B77452...

Ursula Jones Dickson
District Attorney, County of Alameda

Participating Agency: Berkeley Police Department

Signed by:
Jennifer Louis
D8D538DAAF5E4E7...

Jennifer Louis
Chief of Police, City of Berkeley

Berkeley Police Department MOU Compendium

Item #	1.7
Title:	**LOCAL: BAY AREA RAPID TRANSIT (BART) POLICE DEPARTMENT**
Type:	Written Agreement
Approvals:	Initial: March 12, 1974 / Latest: July 24, 2025
Summary:	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. 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.
Rationale:	A single written agreement improves the Police Department's ability to function efficiently and effectively in the provision of law enforcement services.
Cost:	Cost factor is neutral; as there is no extraordinary fiscal commitment.
Recommendation:	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 op·erational 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

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Berkeley Police Department MOU Compendium

Item #	1.9
Title:	**LOCAL: EAST BAY REGIONAL PARK DISTRICT POLICE DEPARTMENT (EBRPD PD)**
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Latest: December 1, 2010
Summary:	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. Similarly, Berkeley Police Department personnel generally refrain from law enforcement activity on EBRPD PD properties. 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.
Rationale:	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.
Cost:	Cost factor is neutral. Activities funded in existing Police Department budget.
Recommendation:	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 4th 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 constrains. 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.

12/1/2010

Michael K. Meehan (date)
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

Item #	1.12
Title:	**LOCAL: UNIVERSITY OF CALIFORNIA, BERKELEY POLICE DEPARTMENT (UCBPD)**
Type:	Written Agreement
Approvals:	Initial: March 12, 1974 / Current: November 9, 2024
Summary:	UCBPD is responsible for investigation of incidents occurring at University-owned or leased properties in Berkeley. UCBPD may engage in enforcement activity withing 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. 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.
Rationale:	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.
Cost:	Cost factor is neutral. No extraordinary fiscal commitment.
Recommendation:	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 Ordnance 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
**BPD shall have geographic responsibility north of the extended south edge of the south sidewalk through the intersection of Hearst Avenue/Gayley Road*	
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*
**Where the edge or extension of the sidewalk is not clearly defined, ten (10) feet north of the north curb line*	
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
**BPD has geographic responsibility for 2833 Bancroft Steps and 2250 Prospect Street*	
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

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 21st 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
Jennifer Louis (Sep 10, 2024 13:21 PDT)

09/10/202

Jennifer Louis — Date
Chief of Police
Berkeley Police Department

Yogananda Pittman (Sep 11, 2024 19:07 PDT)

11/09/20

Yogananda D. Pittman — Date
Chief of Police
University of California Police Depart

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 **UC controlled areas only – on 1st & 2nd floors**	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) **All land, structures and spaces**	Landlord	
2108	Allston Way	Berkeley Wireless Research Center (AKA: 2201 Shattuck Avenue) **UC controlled areas only – on 2nd floor**	Tenant	1/31/2024
2121	Allston Way	Magnes Museum **All land, structures and spaces**	Tenant	9/14/2071
2150	Allston Way	Institute of Transportation Studies **UC controlled areas only - on 2nd floor**	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) **All land, structures and spaces except areas leased for public commercial use**	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 **All land, structures and spaces except areas leased for public commercial use**	Landlord	
2626	Bancroft Way	Woo Hon Fai Hall / Bakar BioEnginuity Hub (AKA: 2625 Durant Avenue) **All land, structures and spaces**	Tenant	12/31/2041
2400 A&B	Bancroft Way	Retail locations **All land, structures and spaces except areas leased for public commercial use**	Landlord	
2400 C	Bancroft Way	Stiles Hall **All land, structures and spaces**	Landlord	
2120	Berkeley Way	Former UC Press Building **All land, structures and spaces except areas leased for public commercial use**	Landlord	
2121	Berkeley Way	Berkeley Way West (AKA: 1919 Shattuck Avenue) **All land, structures and spaces except areas leased by Marugame Udon**	Landlord	

2151	Berkeley Way	Innovative Genomics Institute Building (IGIB) / Energy & Biosciences Institute (EBI)	Owner / Occupant	

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) **All land, structures and spaces except areas leased for public commercial use**	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) **All land, structures and spaces**	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) **All land, structures and spaces**	Landlord	
2427	Dwight Way	Dwight Way Child Development Center	Owner / Occupant	
2614 / 2616	Dwight Way	Traffic Safety Center & UC Transportation Center (Johnson Hall) **UC controlled areas only – on 1st & 2nd floors**	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 **All land, structures and spaces except areas leased for public commercial use**	Landlord	
2339	Haste Street	Haste Street Child Development Center	Owner / Occupant	

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

Number	Street	Description	UC is:	UC Lease expires
2503	Haste Street	Enclave Apartments (RSSP) **UC controlled areas only**	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 **All land, structures and spaces**	Landlord	
2483	Hearst Avenue	Daily Californian **All land, structures and spaces**	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 **UC controlled areas only**	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 **UC controlled areas only**	Tenant	3/31/2023

Number	Street	Description	UC is:	UC Lease expires
1899	Oxford Street	Oxford Parking Lot **UC controlled areas only**	Tenant	12/31/2022
1970	Oxford Street	Anchor House (under construction) *Bounded by Oxford St., University Ave., Walnut St., Berkeley Way*	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) **UC & LBNL controlled areas only**	Owner / Occupant	
2451	Ridge Road	Fung Institute of Engineering Leadership (Shires Hall) **UC controlled areas only**	Tenant	6/19/2026
2530	Ridge Road	Jacobs Hall	Owner / Occupant	
2600	Ridge Road	Cloyne Court (co-op) **All land, structures and spaces**	Landlord	
2684	Ridge Road	Ridge Lot	Owner / Occupant	
1798	Scenic Avenue	College of Engineering (Mudd Hall) **UC controlled areas only**	Tenant	5/31/2031
1919	Shattuck Avenue	Berkeley Way West (AKA: 2121 Berkeley Way) **All land, structures and spaces except areas leased by Marugame Udon**	Landlord	

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

Number	Street	Description	UC is:	UC Lease expires
2539	Telegraph Avenue	Panoramic Apartments (RSSP) **UC controlled areas only**	Tenant	8/14/2024
2850	Telegraph Avenue	Information Systems & Technology, Berkeley Law **All land, structures and spaces except areas leased for public commercial use**	Landlord	
124	University Avenue	UC Aquatic Center at the Berkeley Marina **UC controlled areas only**	Tenant	Month to Month
1936	University Avenue	Real Estate Division & School of Education (Promenade Building) **UC controlled areas only – on 2nd & 3rd floor**	Tenant	Multiple (longest 7/31/2025)
1995	University Avenue	Golden Bear Center **All land, structures and spaces except areas leased for public commercial use**	Landlord	
2136 - 2140	University Avenue	Restaurant & retail spaces **All land, structures and spaces except areas occupied by Campus Dental Care (2136), Instant Copying & Laser Printing (2138) and Lucky Thai House (2140) - BPD.**	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. **All land, structures and spaces except areas occupied by Simply Bowl (2156)-open to public - BPD.**	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 **All land, structures and spaces except Redwood Gardens Senior Housing**	Owner / Occupant	

ROBERT G. SPROUL, SECRETARY
RECEIVED
NOV 17 1922
OFFICE OF
CITY CLERK
CALIFORNIA
ARY OF THE REGENTS
PRESENTED AND FILED
NOV 17 1922
E. M. Hamm
CITY CLERK

G. J. STRUBLE, ASSISTANT SECRETARY

BERKELEY
November 17, 1922.

Council of the City of Berkeley,
Berkeley,
California.

Gentlemen:

Mayor Bartlett and your City Planning Consultant, Mr. Carol Aronovici, have informed me of your wish to learn 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 rearranging the parking strip on Piedmont Avenue to accomodate 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 at 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
Dorni E. Hess
CITY CLERK OF THE CITY OF BERKELEY, CALIFORNIA

UNIVE[illegible] OF CALIFORNIA, BER[illegible]

KELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • S[illegible] RANCISCO 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 — Date: 12-20-94

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 less than UC prisoners 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, Mayor

Attest: Sherry M. Kelly, City Clerk

Berkeley Police Department MOU Compendium

Item #	1.15
Title:	**LOCAL: SAN JOSE POLICE DEPARTMENT, SILICON VALLEY INTERNET CRIMES AGAINST CHILDREN TASK FORCE**
Type:	Written Agreement
Approvals:	Initial: September 18, 2012 / Latest: May 27, 2026
Summary:	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.
Rationale:	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. 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.
Cost:	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. If Not Approved: Loss of resources, expertise, and potentially lower closure rate for internet crimes against children.
Recommendation:	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 arid 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) Date May 27, 2026

Affiliated Agency Head

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

Item #	1.21
Title:	**LOCAL: ALAMEDA COUNTY EMERGENCY MEDICAL SERVICES AGENCY**
Type:	Memorandum of Understanding
Approvals:	Initial: July 9, 2024 / Latest: No Change
Summary:	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. This is a pilot program to assess whether police response increases pre-hospital cardiac arrest survival.
Rationale:	The Berkeley Police Department and the EMS recognize the critical importance of AEDs in saving lives during cardiac emergencies. The deployment of AEDs by BPD may significantly improve outcomes in cardiac arrest incidents.
Cost:	*If Approved*: 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. *If Not Approved*: Fiscally neutral. There are no costs associated with this agreement.
Recommendation:	Approval

Memorandum of Understanding (MOU)

Between: 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	**And:** 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

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 Departement 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:

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

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

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

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

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

K. Joon Oh, Deputy County Counsel

Berkeley Police Department MOU Compendium

Item #	2.7
Title:	**STATE: CALIFORNIA DEPARTMENT OF JUSTICE** **CAL PHOTO PROGRAM**
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Current: March 8, 2024
Summary:	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. 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.
Rationale:	Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission. Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.
Cost:	If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget. 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.
Recommendation:	Approval

CALPhoto

CAL-PHOTO AGENCY AGREEMENT

BERKELEY POLICE DEPARTMENT Agency Name	0103 ORI Number
2100 MLK JR. WAY Street Address	BERKELEY, CA 94704 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.

AGENCY HEAD AUTHORIZATION

JEN LOUIS, CHIEF Agency Head Name and Title	(510) 981 5900 Telephone Number
 Agency Head Signature	3/8/24 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
4949 Broadway, Room B114
Sacramento, CA 95820

Berkeley Police Department MOU Compendium

Item #	2.9
Title:	**STATE: CALIFORNIA DEPARTMENT OF JUSTICE** **CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS)**
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Current: June 23, 2025
Summary:	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. 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.
Rationale:	Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission. Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.
Cost:	If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget. 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.
Recommendation:	Approval

Berkeley Police Department MOU Compendium

Item #	2.11
Title:	**STATE: CALIFORNIA HIGHWAY PATROL (CHP)**
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Current: March 17, 2025
Summary:	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. 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.
Rationale:	Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission. Maintenance of effective relationships supports crime prevention and is essential for successful investigation and prosecution of criminal acts.
Cost:	If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in the existing budget. If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase.
Recommendation:	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 at 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 5th 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 Gust 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.

2nd 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 2nd 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 12th 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.

3/16/25

Jennifer Louis
Chief of Police
Berkeley Police Department

(Date)

03/17/2025

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

(Date)

Berkeley Police Department MOU Compendium

Item #	2.16
Title:	**STATE: CALIFORNIA DEPARTMENT OF JUSTICE** **CALIFORNIA SEX AND ARSON REGISTRY (CSAR)**
Type:	Written Agreement
Approvals:	Initial: October 28, 2014 / Current: March 27, 2024
Summary:	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. 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.
Rationale:	Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission. Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.
Cost:	If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget. 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.
Recommendation:	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	**Chief of Police**
Agency Executive Officer (Printed Name)	Title
jlouis@berkeleyca.gov	**(510) 981-5705**
E-mail Address	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

Revised 06/26/2017 (Exhibit 1)

Berkeley Police Department MOU Compendium

Item #	3.12
Title:	**FEDERAL: NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (NCRIC)**
Type:	Written Agreement
Approvals:	Initial: February 19, 2019 / Current: August 7, 2024
Summary:	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. 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. 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. 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.
Rationale:	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. Transparency of Suspicious Activity Reporting to NCRIC is accomplished through reporting redacted SARs to City Council.
Cost:	If Approved: Cost will be neutral. Approval will continue to support current law enforcement activity, funded in existing budget. 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.
Recommendation:	Continued Approval

Memorandum of Understanding and Agreement

Northern California Regional Intelligence Center

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 by 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: Jennifer Louis (Aug 7, 2024 10:19 PDT) Date: Aug 7, 2024
Name: Jennifer Louis
Title: Chief of Police, Berkeley Police Department

The Northern California Regional Intelligence Center:

Signed: Mike Sena (Aug 7, 2024 09:38 PDT) Date: Aug 7, 2024
Name: Mike Sena
Title: Director, Northern California Regional Intelligence Center

Berkeley Police Department MOU Compendium

Item #	3.13
Title:	**FEDERAL: UNITED STATES DEPARTMENT OF JUSTICE** **UNITED STATES MARSHALS SERVICE (USMS)** **FUGITIVE TASK FORCE**
Type:	Written Agreement
Approvals:	Initial: August 14, 2024 / Latest: No Change
Summary:	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. 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. Civil immigration enforcement is not a part of the mission of the task force.
Rationale:	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.
Cost:	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. 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.
Recommendation:	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: For Assistant Director Peter Marketos by Chief Inspector John Noel

Signature: **Date:** 8/24/24

Berkeley Police Department MOU Compendium

Item #	4.1
Title:	**PRIVATE: CHILD ABUSE LISTENING, INTERVIEWING & COORDINATION (CALICO)**
Type:	Written agreement
Approvals:	Initial: April 20, 2010 / Current: November 12, 2024
Summary:	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. 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.
Rationale:	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.
Cost:	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. 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.
Recommendation:	Continued approval

CALICO
524 Estudillo Ave, San Leandro, CA 94577 tel: 510-895-0702 fax: 510-895-0706
email: info@calicocenter.org web: www.calicocenter.org

Child Abuse Listening, Interviewing & Coordination Center

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;

CALICO
524 Estudillo Ave, San Leandro, CA 94577 tel: 510-895-0702 fax: 510-895-0706
email: info@calicocenter.org web: www.calicocenter.org

Child Abuse Listening, Interviewing & Coordination Center

- 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

Item #	4.2
Title:	**PRIVATE: CRITICAL REACH**
Type:	Terms of Use Agreement
Approvals:	Initial: September 19, 2006 / Current: May, 2025
Summary:	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). 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.
Rationale:	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.
Cost:	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. 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.
Recommendation:	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 OFFERD 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.

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

Item #	4.3
Title:	**PRIVATE: A SAFE PLACE**
Type:	Memorandum of Understanding
Approvals:	Initial: November 8, 2011 / Current: April 17, 2024
Summary:	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.
Rationale:	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. 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.
Cost:	If Approved: None. 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.
Recommendation:	Continued Approval

A Safe Place

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 _____ Date _____
Carolyn Russell
Executive Director
A Safe Place

Signature _____ Date 4/17/24
Jennifer Louis
Chief of Police
City of Berkeley Police Department

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 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 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 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.
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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.

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.

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.

Berkeley Police Department

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 TAPLIN
DISTRICT 2

08

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 ordinancesinances, 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
    - Only one RV per parcel is allowed. 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
    - 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

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 Phone: (510) 981-7120

ATTACHMENTS

1. BMC Chapter 12.98 Revisions
2. BMC Chapter 7.18 Revisions

Internal

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

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.

BERKELEY CITY COUNCILMEMBER
TERRY TAPLIN
DISTRICT 2

09

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

BERKELEY CITY COUNCILMEMBER
TERRY TAPLIN
DISTRICT 2

Financial Element	Impact / Status
EIR Preparation	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.
Marina Fund — Current Deficit	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) January 2026 Marina fee increases generating an estimated additional $247,500/year. Doubletree Hotel post-COVID recovery remains uncertain. See Marina Fund B&F Policy Committee presentation, October 28, 2025.
Capital Infrastructure Backlog	Per the February 2026 PRW Unfunded Capital Report: 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.
Marina Fund — WSP Revenue Potential	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.
Parking & TDM	Kittelson study 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.
César Chávez Park	Standalone conceptual plan deferred per June 5, 2025 Off-Agenda Memorandum. Pathway improvements (Phase 1: $4.25M; Phase 2: $3.2M) fully unfunded per February 2026 PRW Unfunded Capital Report. Park improvements incorporated into WP zone provisions of the adopted WSP.

CONTACT

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Office of the City Manager

10

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

Fund Description	FY 2027	FY 2028	FY 2029
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
TOTAL	**$18,742,503**	**$18,997,119**	**$19,259,373**

Table 1B: Five-Year Street Rehabilitation Plan Program Funding Source Allocations by Year (cont'd)

Fund Description	FY 2030	FY 2031	5-Year Total
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
TOTAL	**$19,529,496**	**$19,807,721**	**$96,336,212**

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
Streets & sidewalks	$15,669,266	$ 8,808,515	$10,513,835	$8,816,579	$11,517,933
Safety improvements	$8,870,000	$ 8,172,000	$5,325,000	$4,275,000	$1,450,000
Environmental Enhancements	$1,150,000	$ 2,650,000	$1,100,000	$1,750,000	$2,214,688
TOTAL	**$25,689,266**	**$19,630,515**	**$16,938,835**	**$14,841,579**	**$15,182,621**

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

Fiscal Year	Centerline Miles Paved
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

Fiscal Year	Sections	Centerline Miles	Estimated Cost
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
Total	**353**	**55.15**	**$88,620,962**

Fiscal year 2027 is the first year staff will scope, plan, and deliver projects under Measure FF[1]. 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[2]. 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

[1] 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.

[2] 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
Total	**54**	**9.51**	**$42,119,935**

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 REQT 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.

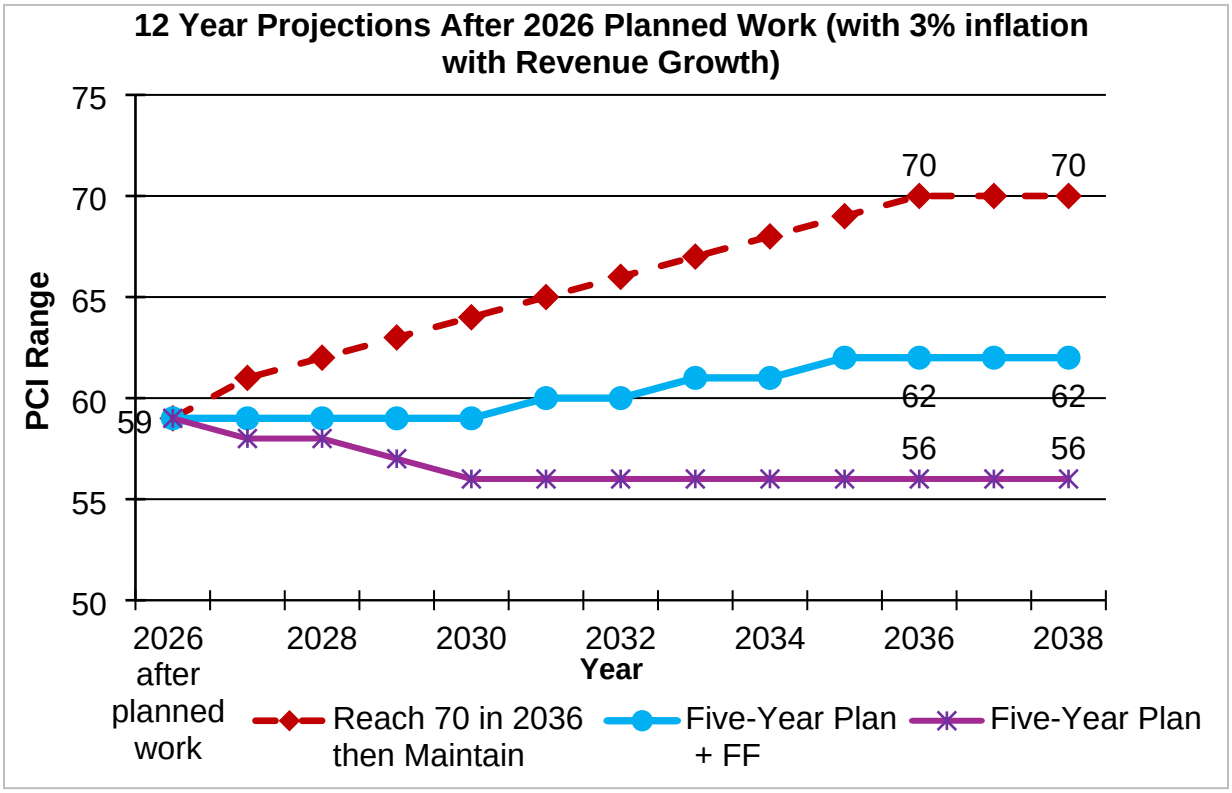
For streets selected in the Five-Year Street Rehabilitation Plan, the Engineering and Transportation Divisions coordinate to incorporate transportation and safety improvements recommended in the City's adopted Vision Zero Action Plan, Pedestrian Plan, and Bicycle Plan. Some improvements, such as striping 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[3], the citywide PCI is projected to decline

[3] 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[3], 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.

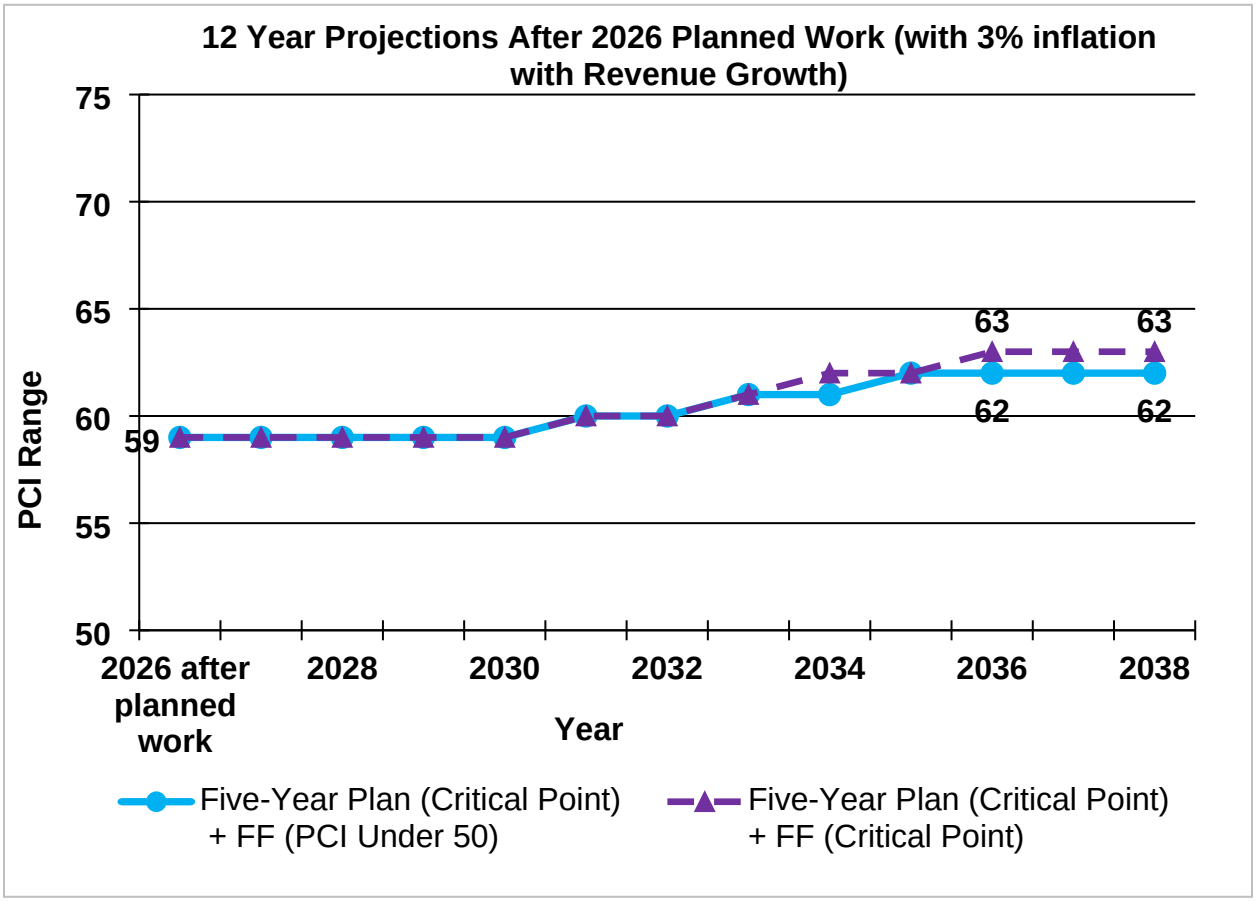
Neither scenario reaches a PCI of 70 within the 12-year projection period[4]. The City also modeled a third scenario to estimate the level of investment that would be needed to reach a PCI of 70 by 2036 and maintain a PCI of 70 through 2038 (Figure 1, red line). This scenario requires an estimated $37.6 million per year[3], 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.

[4] 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.

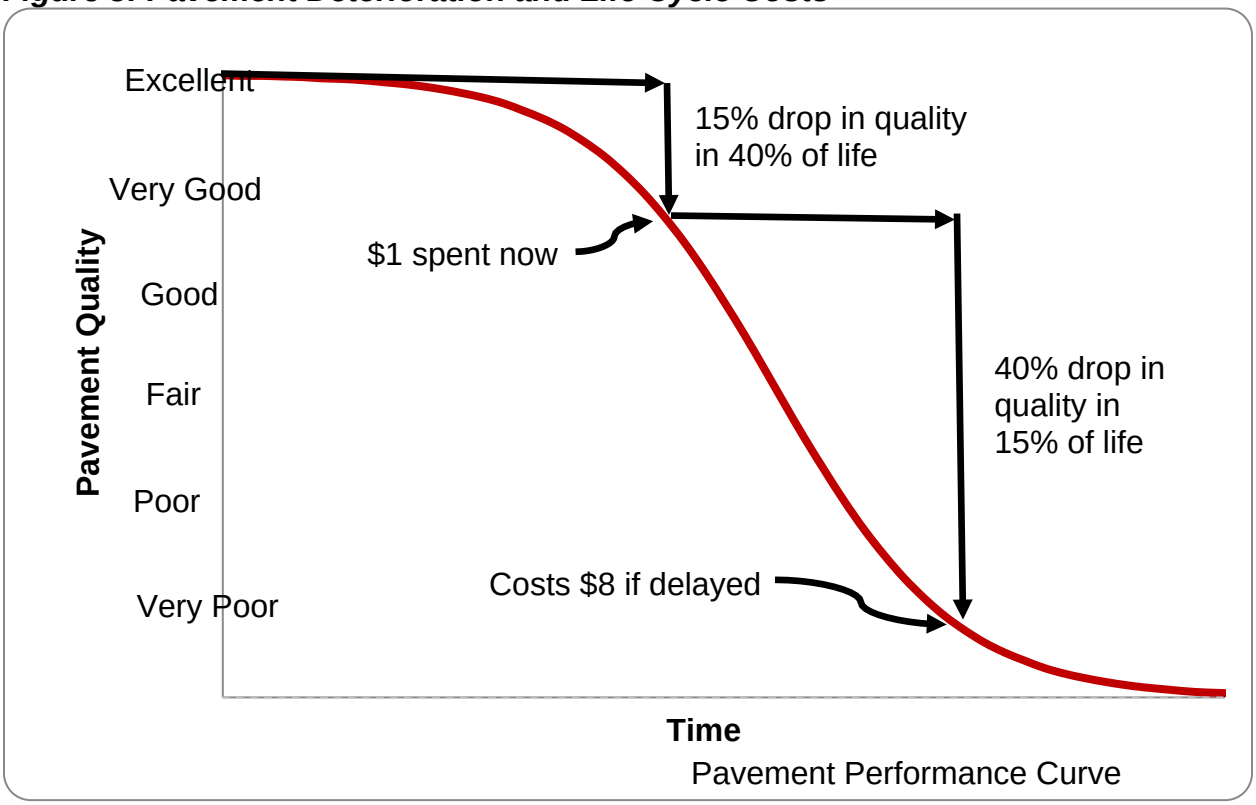
The Street Maintenance Policy also encourages evaluation of new technologies that may offer greater durability, lower cost, or environmental benefits. Since the last Five-Year Street Rehabilitation Plan, Public Works has deployed two new treatment methods on appropriate candidate streets. Rubberized 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	Mileage	Treatment	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	Reconstruct	$1,132,628
8TH ST	PAGE ST	JONES ST	13	0.09	Reconstruct	$475,608
8TH ST	VIRGINIA ST	UNIVERSITY AVE	17	0.31	Reconstruct	$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	Reconstruct	$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	Mileage	Treatment	Estimated Cost
BELROSE AVE	DERBY ST	CLAREMONT BLVD/ GARBER ST	87	0.12	Light Mtce	$34,656
BOYNTON AVE	COLORADO AVE	FLORIDA AVE	45	0.05	Heavy Rehab	$128,472
BOYNTON AVE (NB)	ARLINGTON AVE	COLORADO AVE	41	0.29	Heavy Rehab	$435,183
CATALINA AVE	COLUSA AVE	THE ALAMEDA	92	0.19	Light Mtce	$20,904
COLLEGE AVE	BANCROFT WAY	DWIGHT WAY	83	0.23	Light Mtce	$57,600
COLUMBIA CIRCLE	COLUMBIA PATH	FAIRLAWN DR	75	0.04	Light Rehab	$66,464
COWPER ST	SAN PABLO AVE	BYRON ST	80	0.07	Light Mtce	$9,864
DELAWARE ST	DEAD END WEST OF CALIFORNIA	CALIFORNIA ST	82	0.07	Light Mtce	$12,000
ENCINA PL	THE PLAZA DR	THE UPLANDS	79	0.07	Light 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	Mileage	Treatment	Estimated Cost
EUCLID AVE	CRAGMONT AVE	BEG OF DIVIDED ROAD	67	0.12	Heavy Mtce	$177,667
FAIRLAWN DR	AVENIDA DR	OLYMPUS DR	36	0.10	Heavy Rehab	$223,395
FAIRLAWN DR	QUEENS RD	AVENIDA DR	86	0.49	Light Mtce	$48,064
FRANCISCO ST	CHESTNUT ST	DEAD END	23	0.20	Reconstruct	$1,001,756
FRANCISCO ST	SAN PABLO AVE	CHESTNUT ST	16	0.26	Reconstruct	$1,214,556
GRIZZLY PEAK BLVD	ARCADE AVE	HILL RD	76	0.15	Light Rehab	$346,084
GRIZZLY PEAK BLVD	SHASTA RD (S)	ARCADE AVE	69	0.20	Heavy Mtce	$227,200
HEARST AVE	CALIFORNIA ST	MC GEE AVE	58	0.13	Heavy Mtce	$158,400
HEARST AVE	MC GEE AVE	MARTIN LUTHER KING JR WAY	58	0.26	Heavy Mtce	$325,200
HENRY ST	ROSE ST	VINE ST	90	0.13	Light 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	Mileage	Treatment	Estimated Cost
HENRY ST	VINE ST	CEDAR ST	90	0.12	Light Mtce	$20,960
KEELER AVE	GRIZZLY PEAK BLVD	MARIN AVE	84	0.26	Light Mtce	$24,000
LE ROY AVE	RIDGE RD	HEARST AVE	87	0.07	Light Mtce	$11,504
LINCOLN ST	MILVIA ST	SHATTUCK AVE	73	0.13	Light Rehab	$293,136
MASONIC AVE	NORTH CITY LIMIT	SANTA FE AVE	76	0.09	Light Mtce	$12,800
MURRAY ST	7TH ST	SAN PABLO AVE	87	0.25	Light Mtce	$34,072
NOGALES ST	THE PLAZA DR	PARKSIDE DR	76	0.05	Light Mtce	$10,128
PARKSIDE DR	ENCINA PL	THE PLAZA DR	75	0.32	Light Mtce	$42,304
PRINCE ST	ACTON ST	STANTON ST	85	0.10	Light 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	Mileage	Treatment	Estimated Cost
ROBLE RD	TUNNEL RD	SOUTH CITY LIMIT (ROBLE CT)	84	0.17	Light Mtce	$19,624
ROSE ST	CHESTNUT ST	ORDWAY ST	86	0.12	Light Mtce	$20,960
ROSE ST	HOPKINS ST	CHESTNUT ST	84	0.13	Light Mtce	$22,496
ROSE ST	ORDWAY ST	SACRAMENTO ST	85	0.24	Light Mtce	$40,000
RUGBY AVE	NORTH CITY LIMIT (VERMONT)	VERMONT AVE	82	0.04	Light Mtce	$4,664
RUSSELL ST	ADELINE ST	SHATTUCK AVE	40	0.09	Heavy Rehab	$295,740
RUSSELL ST	CLAREMONT BLVD	EAST CITY LIMIT (DOMINGO AVE)	98	0.06	Light Mtce	$10,720
RUSSELL ST	MILVIA ST	ADELINE ST	93	0.02	Light Mtce	$3,680
SHATTUCK AVE	ALLSTON WAY	DWIGHT WAY	45	0.38	Heavy 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	Mileage	Treatment	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	Mileage	Treatment	Estimated Cost
WOOLSEY ST	ADELINE ST	TREMONT ST	82	0.11	Light Mtce	$22,400
WOOLSEY ST	TREMONT ST	SHATTUCK AVE	51	0.11	Heavy Rehab	$429,618
YOLO AVE	MILVIA ST	SUTTER ST	85	0.07	Light Mtce	$12,000
YOLO AVE	THE ALAMEDA	MILVIA ST	85	0.11	Light Mtce	$18,240
TOTAL				**9.97**		**$17,360,697**

5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2027
60 Sections | $17,360,697 | 9.97 miles

Functional Class	Cost	% Cost	Miles	% Miles
Arterials	$3,694,100	21%	0.69	7%
Collectors	$1,149,140	7%	1.08	11%
Residentials	$12,517,457	72%	8.20	82%

Policy Category	Cost	% Cost	Miles	% Miles
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%

District	Cost	% Cost	Miles	% Miles
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	Mileage	Treatment	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	Mileage	Treatment	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	Mileage	Treatment	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	Mileage	Treatment	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	Reconstruct	$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

Street Name	From	To	PCI	Mileage	Treatment	Estimated Cost
VIRGINIA ST	MILVIA ST	SHATTUCK AVE	66	0.12	Light Mtce	$22,140
VIRGINIA ST	SHATTUCK AVE	SPRUCE ST	58	0.19	Light Rehab	$496,000
WEST PARNASSUS CT	PARNASSUS PATH	PARNASSUS RD	78	0.04	Light Mtce	$4,496
WOOLSEY ST	SACRAMENTO ST	KING ST	46	0.24	Heavy Rehab	$810,900
TOTAL				**9.84**		**$17,051,650**

5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2028
67 Sections | $17,051,650 | 9.84 miles

Functional Class	Cost	% Cost	Miles	% Miles
Arterials	$804,240	5%	0.35	4%
Collectors	$7,965,276	47%	3.08	31%
Residentials	$8,282,134	49%	6.41	65%

Policy Category	Cost	% Cost	Miles	% Miles
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%

District	Cost	% Cost	Miles	% Miles
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	Mileage	Treatment	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	Reconstruct	$3,004,470
5TH ST	VIRGINIA ST	UNIVERSITY AVE	64	0.29	Heavy Mtce	$454,667
ALCATRAZ AVE	WEST CITY LIMIT	SACRAMENTO 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	Mileage	Treatment	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	Reconstruct	$712,880
FRANCISCO ST	MILVIA ST	SHATTUCK AVE	23	0.13	Reconstruct	$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	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	Reconstruct	$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	Mileage	Treatment	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	SACRAMENTO 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	Mileage	Treatment	Estimated Cost
THE CIRCLE	INTERSECTION MARIN AVE, ETC.	INTERSECTION ARLINGTON AVE	70	0.05	Light Rehab	$169,384
UNIVERSITY AVE	3RD ST	5TH ST	64	0.10	Light Rehab	$651,000
UNIVERSITY AVE	5TH ST	6TH ST	63	0.04	Heavy Mtce	$123,200
VIRGINIA ST	EUCLID AVE	LA LOMA AVE	43	0.19	Heavy Rehab	$600,543
VIRGINIA ST	LA LOMA AVE	DEAD END (AT LA VEREDA)	80	0.04	Light 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
TOTAL				**8.28**		**$17,870,774**

5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2029
63 Sections | $17,870,774 | 8.28 miles

Functional Class	Cost	% Cost	Miles	% Miles
Arterials	$1,506,750	8%	0.70	8%
Collectors	$1,088,820	6%	0.83	10%
Residentials	$15,275,205	85%	6.75	82%

Policy Category	Cost	% Cost	Miles	% Miles
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%

District	Cost	% Cost	Miles	% Miles
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	Mileage	Treatment	Estimated Cost
10TH ST	DWIGHT WAY	PARKER ST	17	0.13	Reconstruct	$702,240
10TH ST	UNIVERSITY AVE	DWIGHT WAY	84	0.57	Light Mtce	$96,160
4TH ST	HARRISON ST	GILMAN ST	73	0.13	Light Rehab	$327,360
7TH ST	BANCROFT WAY	DWIGHT WAY	35	0.25	Heavy Rehab	$845,880
7TH ST	DWIGHT WAY	GRAYSON ST	63	0.35	Heavy Mtce	$504,000
7TH ST	GRAYSON ST	HEINZ AVE	65	0.13	Heavy Mtce	$188,580
7TH ST	HEINZ AVE	ASHBY AVE	69	0.19	Light Mtce	$61,944
7TH ST	UNIVERSITY AVE	BANCROFT WAY	22	0.32	Reconstruct	$1,776,880
9TH ST	BANCROFT WAY	CHANNING WAY	75	0.13	Light Mtce	$30,080
9TH ST	CHANNING WAY	DWIGHT WAY	84	0.13	Light Mtce	$28,368
ALVARADO RD	BRIDGE RD	NORTH CITY LIMIT AB WILLOW WK	38	0.36	Heavy Rehab	$801,360
ALVARADO RD	NORTH CITY LIMIT	BRIDGE RD	85	0.09	Light Mtce	$9,600
ALVARADO RD	TUNNEL RD	NORTH CITY LIMIT	84	0.15	Light Mtce	$15,056
BATEMAN ST	108 N/O PRINCE ST	WOOLSEY ST	79	0.06	Light Mtce	$5,736
BATEMAN ST	NORTH END	108 N/O PRINCE ST	79	0.09	Light Mtce	$7,600
BAY ST	ASHBY AVE OVERPASS	POTTER ST	87	0.11	Light Mtce	$21,021
BOWDITCH ST	BANCROFT WAY	DURANT AVE	25	0.06	Reconstruct	$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	Mileage	Treatment	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	SACRAMENTO 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	Mileage	Treatment	Estimated Cost
LA VEREDA RD	CEDAR ST	DEAD END ABOVE VIRGINIA ST	70	0.14	Light Rehab	$203,360
LA VEREDA RD	LA LOMA AVE	CEDAR ST	71	0.10	Light Rehab	$136,400
LE ROY AVE	CEDAR ST	HILGARD AVE	75	0.06	Light Mtce	$8,000
LE ROY AVE	HAWTHORNE TERRACE	CEDAR ST	82	0.23	Light Mtce	$32,928
LINCOLN ST	SACRAMENTO ST	GRANT ST	78	0.37	Light Mtce	$61,920
MILVIA ST	HOPKINS ST	YOLO AVE	80	0.08	Light	$12,368
PAGE ST	10TH ST	SAN PABLO AVE	48	0.06	Heavy Rehab	$177,444
PAGE ST	SAN PABLO AVE	CORNELL AVE	36	0.14	Heavy Rehab	$486,540
PARKER ST	374' E/O MARTIN LUTHER KING JR	MILVIA ST	76	0.06	Light Mtce	$12,222
PARKER ST	COLLEGE AVE	PIEDMONT AVE	87	0.13	Light Mtce	$21,280
PARKER ST	MARTIN LUTHER KING JR WAY	374' E/O MARTIN LUTHER KING JR	60	0.07	Light Rehab	$216,421
PARKER ST	MILVIA ST	SHATTUCK AVE	77	0.14	Light Mtce	$26,800
PARKER ST	PIEDMONT AVE	WARRING ST	84	0.06	Light Mtce	$10,400
POTTER ST	3RD ST (WEST END)	9TH ST	80	0.32	Light Mtce	$51,376
POTTER ST	BAY ST	I-80 FREEWAY RAMP	85	0.13	Light Mtce	$26,286
QUAIL AVE	NORTHGATE AVE	CAMPUS DR	80	0.06	Light 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	Mileage	Treatment	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	Reconstruct	$1,330,000
TOTAL				**11.33**		**$17,957,460**

5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2030
66 Sections | $17,957,460 | 11.33 miles

Functional Class	Cost	% Cost	Miles	% Miles
Arterials	$1,592,787	9%	0.70	6%
Collectors	$3,686,087	21%	1.71	15%
Residentials	$12,678,586	71%	8.93	79%

Policy Category	Cost	% Cost	Miles	% Miles
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%

District	Cost	% Cost	Miles	% Miles
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	Mileage	Treatment	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	SACRAMENTO 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	SACRAMENTO 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	Mileage	Treatment	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	Mileage	Treatment	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	Mileage	Treatment	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	Mileage	Treatment	Estimated Cost
RUSSELL ST	SACRAMENTO 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	SACRAMENTO ST	MCGEE AVE	68	0.25	Heavy Mtce	$644,820
UNIVERSITY AVE	SAN PABLO AVE	SACRAMENTO 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	Mileage	Treatment	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
TOTAL				**15.72**		**$18,380,381**

5-YEAR STREET REHABILITATION PLAN: FY 2027-2031 | Fiscal Year 2031
97 Sections | $18,380,381 | 15.72 miles

Functional Class	Cost	% Cost	Miles	% Miles
Arterials	$5,807,101	32%	3.44	22%
Collectors	$1,423,836	8%	2.23	14%
Residentials	$11,149,444	61%	10.06	64%

Policy Category	Cost	% Cost	Miles	% Miles
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 Stre	$7,334,733	40%	5.21	33%

District	Cost	% Cost	Miles	% Miles
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

Cedar McGee Street Rehab Project – Fiscal Year 2027						
Street Name	**Begin**	**End**	**PCI**	**Mileage**	**Treatment**	**Estimated Cost**
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

Parker Carleton Street Rehab Project – Fiscal Year 2027						
Road	**Begin**	**End**	**PCI**	**Mileage**	**Treatment**	**Estimated Cost**
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

Henry Sutter Street Rehab Project – Fiscal Year 2028						
Road	**Begin**	**End**	**PCI**	**Mileage**	**Treatment**	**Estimated Cost**
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

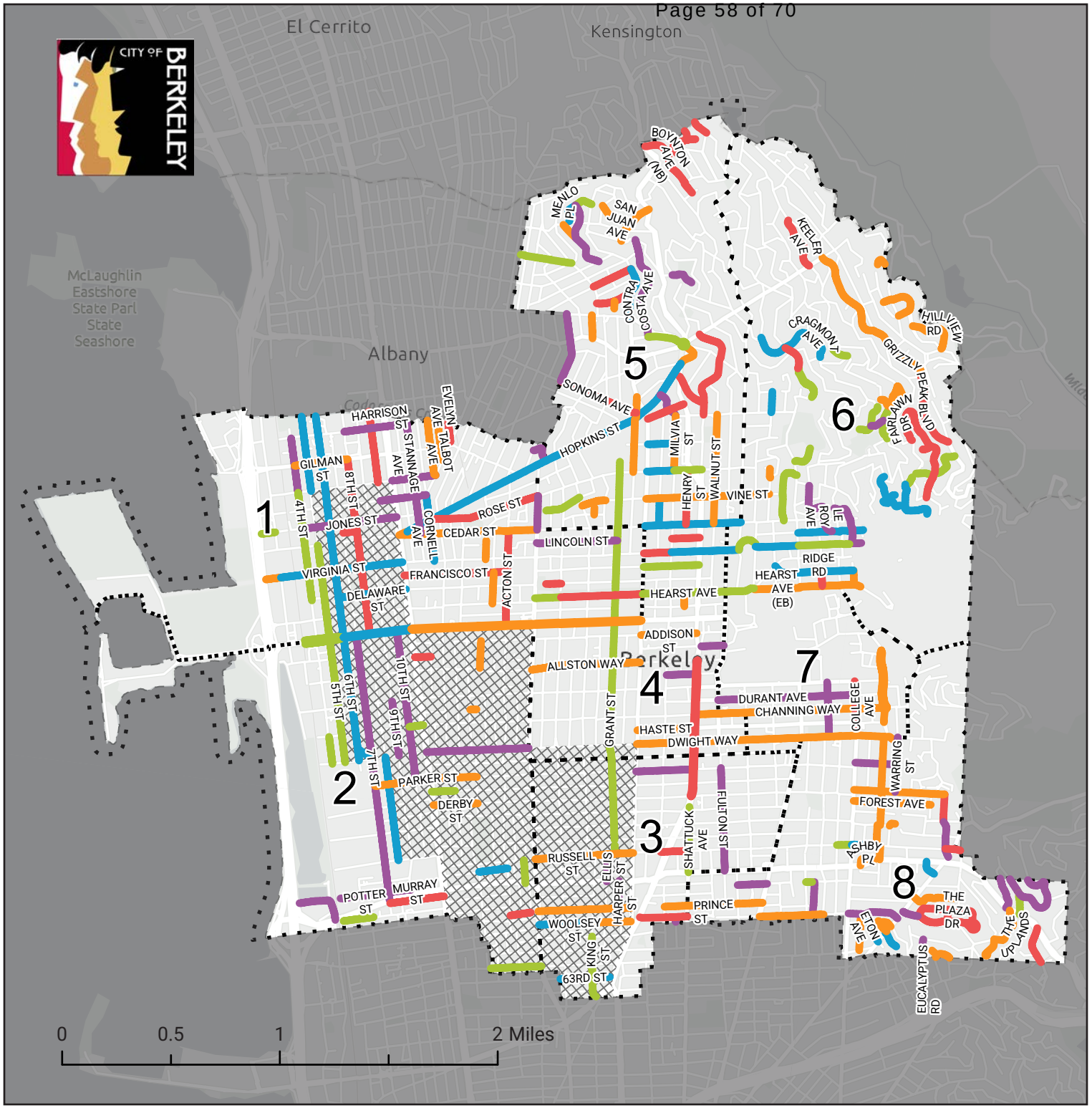
Shattuck Ward Street Rehab Project – Fiscal Year 2029						
Road	**Begin**	**End**	**PCI**	**Mileage**	**Treatment**	**Estimated Cost**
Ward Street	Shattuck Avenue	Fulton Street	27	0.15	Heavy Rehab	$ 436,800
Ward Street	Fulton Street	Ellsworth Street	12	0.13	Reconstruct	$ 620,400
Ward Street	Ellsworth 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

63rd Emerson Street Rehab Project – Fiscal Year 2030						
Road	**Begin**	**End**	**PCI**	**Mileage**	**Treatment**	**Estimated Cost**
63rd 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
62nd Street	Martin Luther King Jr Way	East City Limit	22	0.12	Heavy Rehab	$ 587,500
62nd Street	West City Limit	Adeline Street	33	0.23	Heavy Rehab	$ 672,000
Martin Luther King Jr Way	63rd 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

Edwards Byron Street Rehab Project – Fiscal Year 2030						
Road	**Begin**	**End**	**PCI**	**Mileage**	**Treatment**	**Estimated Cost**
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



Proposed Five Year Paving Plan FY 2027 - 2031

5 Year Paving Plan

Proposed Fiscal Year

- 2027
- 2028
- 2029
- 2030
- 2031
- Council Districts
- Equity Zone

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Data are not survey precise

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May 15, 2026

CITY OF BERKELEY
Engineering Division
1947 Center Street
Berkeley CA 94704

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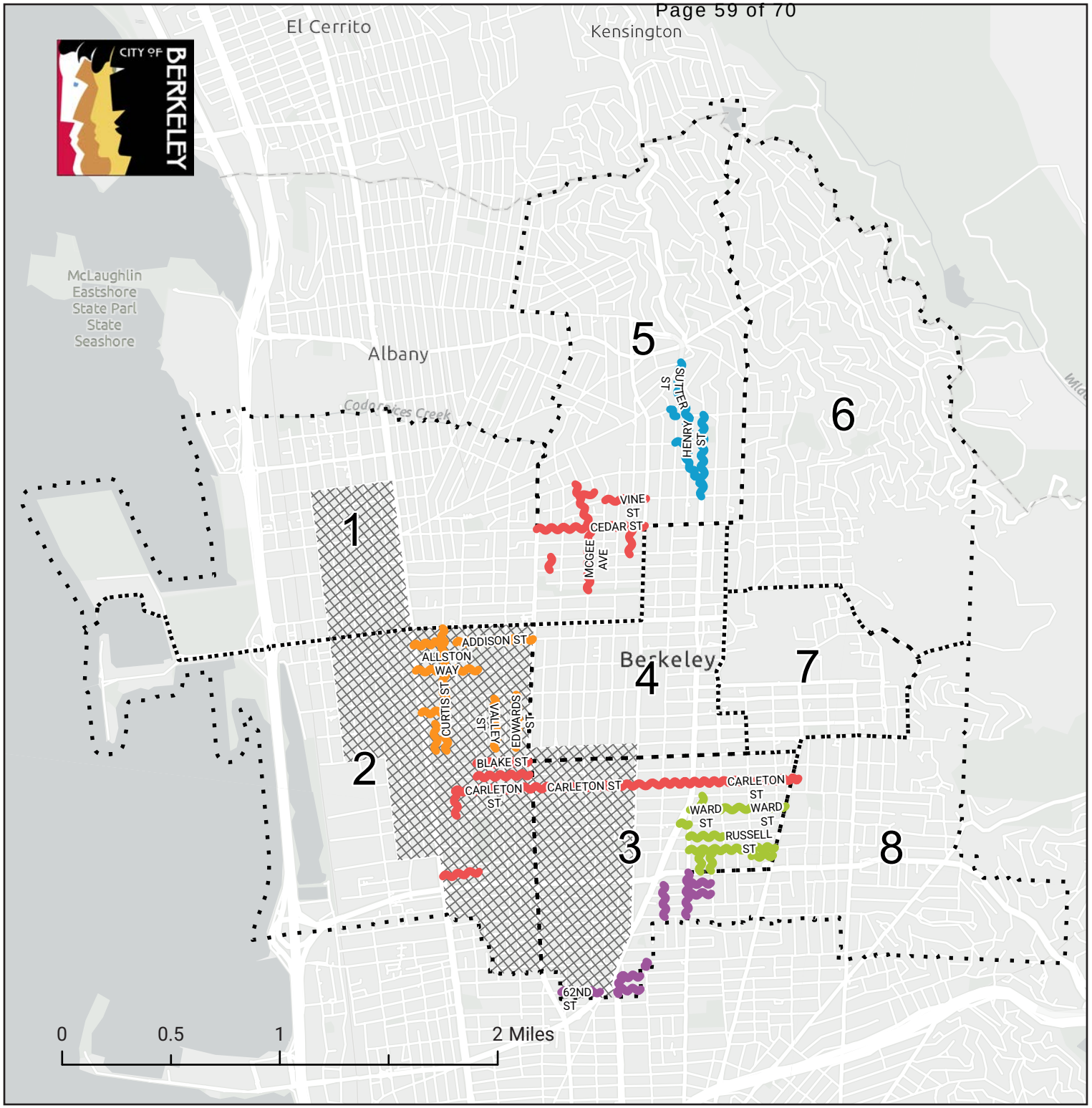

Proposed Measure FF Paving Plan FY 2027 - 2031

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

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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: 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: 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: 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/ 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 2017 Bicycle Plan 2020 Pedestrian Plan 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 2026 Bike Plan 2020 Pedestrian Plan Complete Streets Policy 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/ deliverable	Related plan/priority
City-wide Traffic Calming Program	Support and expand existing Citywide traffic calming program.	27-31	$ 1,250,000	Public engagement Plans and design Constructed improvement	Vision Zero Action Plan 2026 Bike Plan 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 2026 Bike Plan 2020 Pedestrian Plan 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 Constructed improvement	Vision Zero Action Plan 2026 Bike Plan 2020 Pedestrian Plan 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 improvement	Vision Zero Action Plan 2026 Bike Plan 2020 Pedestrian Plan Complete Streets Policy

FY 2027–2031: Measure FF Safety Projects

Project name	Brief Summary	FY(s)	FF Budget	Expected outcome/ 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 Constructed improvement	Vision Zero Action Plan 2020 Pedestrian Plan Aligns w/ Council Referral: Prioritizing Pedestrians at 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 Constructed improvement - Dependent on award of grant funding	Vision Zero Action Plan 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 2017 Bicycle Plan 2020 Pedestrian Plan Complete Streets Policy Transit First Policy Aligns w/ Council Referral: Southside Impact Fee Nexus Study (rank 27)

FY 2027–2031: Measure FF Safety Projects

Project name	Brief Summary	FY(s)	FF Budget	Expected outcome/ 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 Constructed 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 Constructed improvement	Vision Zero Action Plan 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 engagment	Vision Zero Action Plan 2017 Bicycle Plan 2020 Pedestrian Plan 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 2017 Bicycle Plan 2020 Pedestrian Plan Transit First Policy

FY 2027–2031: Measure FF Safety Projects

Project name	Brief Summary	FY(s)	FF Budget	Expected outcome/ 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 2026 Bike Plan 2020 Pedestrian Plan 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 Plans and design Constructed improvement	Vision Zero Action Plan 2026 Bike Plan
South Sacramento Street Pedestrian Safety Improvements	Improve pedestrian safety along Sacramento St.	29-30	$ 4,000,000	Public engagement Plans and design Constructed improvement	Vision Zero Action Plan 2020 Pedestrian Plan

FY 2027–2031: Measure FF Safety Projects

Project name	Brief Summary	FY(s)	FF Budget	Expected outcome/ 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 Constructed 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 Plans and design Constructed improvement	Vision Zero Action Plan 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 Constructed improvement	Vision Zero Action Plan 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 improvement	Vision Zero Action Plan 2026 Bike Plan

FY 2027–2031: Measure FF Safety Projects

Project name	Brief Summary	FY(s)	FF Budget	Expected outcome/ deliverable	Related plan/priority
Transportation Design Guidelines Study	Develop Transportation Design Guidelines document.	27-29	$ 600,000	Plans and design	Vision Zero Action Plan 2026 Bike Plan 2020 Pedestrian Plan Complete Streets Policy
Delaware Bike Lanes Refresh	Improve bicycle safety along Delaware St. by installing new pavement markings.	29	$ 100,000	Plans and design Constructed improvement	Vision Zero Action Plan 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 Some plans and design (budget allowing)	Vision Zero Action Plan 2017 and 2026 Bike Plan Complete Streets Policy 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 Some plans and design (budget allowing)	Vision Zero Action Plan 2026 Bike Plan 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 Visita Way	27-28	$ 2,300,000	LID project to be designed and constructed by Engineering Division

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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 31,12025. 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

For Quarter Ending March 31, 2026			
Period	**City**	**State LAIF**	**Difference**
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

EARNED INTEREST RATES		
For Quarter Ended 3/31/2026 Compared To 12/31/2025		
Trust Fund	**1st Qtr 3/31/26**	**2nd Qtr 12/31/25**
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 Feds 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 Feds 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 Feds 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 Feds 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 Feds: 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 Feds 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 Feds the opportunity to continue its fight against inflation, meaning short-term rates won't be declining anytime soon.

B. <u>Significant Changes in the Investment Environment Since the Period of This Report</u>

Federal Reserve Actions:

The Feds 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 Feds concern about the labor market and suggest that the Feds 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 Feds 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 Feds 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 Feds 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 Feds 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 Feds. 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 Feds 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

Other California Cities Earned Interest Rates	
For the Quarter Ending March 31, 2026	
City	**Rates Earned**
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%
Berkeley	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

Attachment 1

Portfolio Evaluation
Quarter Ended March 31, 2026

	QUARTER ENDING March 2026	December 2025	September 2025	June 2025
Total Portfolio				
Pooled Cash and Investments (COB)	$ 690,262,470	$ 702,727,415	$ 641,740,041	$ 693,922,102
Pooled Cash and Investments (Trust)	60,580,646	61,176,170	60,096,426	58,221,801
Total Cash and Investments	$ 750,843,116	$ 763,903,585	$ 701,836,467	$ 752,143,903
Average Life of Investment Portfolio				
Pooled Investments (CoB)	441	525	610	729
Trust Investments	13.205 years	10.077 years	5.349 years	5.417 years
Weighted Yield				
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%

Cash and Investments Maturity								
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	30,872,988	4.11%	9,948,440	1.30%	9,993,540	1.42%	9,890,080	1.31%
Total	$ 750,843,116	100.00%	$ 763,903,585	100.00%	$ 701,836,467	100.00%	$ 752,143,903	100.00%

Attachment 2

Investment Report Analysis
As of March 31, 2026

Investments	Pooled Investments	Pension and OPEB Trust Investments	Total
Portfolio	$ 404,818,511	$ 57,747,335	$ 462,565,846
Unrecognized gain/(loss)	(1,130,980)	(2,874,867)	(4,005,845)
Total Investments	403,687,532	54,872,468	458,560,000

Cash	Pooled Cash	Pension and OPEB Trust Cash	Total
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
Total Cash	286,574,938	5,708,178	292,283,116
Adjusted Grand Total (All Cash and Investments)	**$ 690,262,470**	**$ 60,580,646**	**$ 750,843,116**

Pooled Cash Portfolio Breakdown As of March 31, 2026	Book Value	Market Value
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
Medium Term Notes										
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
		Subtotal and Average	**40,303,828.21**	**39,688,000.00**	**40,849,635.61**		**3.968**		**851**	
Federal Agency Coupon Securities										
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
3133EPGG4	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
		Subtotal and Average	**29,690,488.95**	**30,000,000.00**	**29,911,900.00**		**4.419**		**1,139**	
Medium-Term Notes - Callable										
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
		Subtotal and Average	**13,552,570.16**	**14,000,000.00**	**13,783,790.00**		**5.971**		**455**	
Federal Agency Callable										
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
			15,000,000.00	**15,000,000.00**	**14,895,900.00**		**4.147**		**1,764**	
Federal Agency Continuously Callable										
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
			305,271,624.10	**305,275,000.00**	**303,232,066.00**		**1.174**		**251**	
Medium Term Notes Continuous Callable Bonds										
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
		Subtotal and Average	**1,000,000.00**	**1,000,000.00**	**1,014,240.00**		**5.202**		**1,120**	
		Total Investments and Average	**404,818,511.42**	**404,963,000.00**	**403,687,531.61**		**1971.000**		**441**	

Total Investments (Book Value)	**404,818,511.42**
Cash	**286,574,938.00**
Total Investments (Book Value) and Cash	**691,393,449.42**
Increase / (Decrease) in Market Value of Securities	**(1,130,979.81)**
Total Investments (Market Value) and Cash	**690,262,469.61**

Exhibit 2-B.1

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	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AMWM0	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	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
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
			Subtotal	**409,963,000.00**	**409,795,078.63**	**409,798,878.13**			**2.370**	**817,688.32**	**7,149.61**	**824,837.93**
Fund: Wells Fargo MM- Regular												
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
			Subtotal	**239,186,031.27**	**258,066,115.30**	**247,999,807.14**			**3.575**	**752,923.92**	**0.00**	**752,923.92**
Fund: Fidelity MM - Regular												
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
			Subtotal	**37,963,436.65**	**37,846,693.43**	**37,850,459.34**			**3.632**	**116,743.22**	**0.00**	**116,743.22**
			Total	**687,112,467.92**	**705,707,887.36**	**695,649,144.61**			**2.868**	**1,687,355.46**	**7,149.61**	**1,694,505.07**

Exhibit 2-B.2

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	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AMWM0	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	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
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
			Subtotal	**409,963,000.00**	**409,802,228.24**	**409,805,700.86**			**2.624**	**817,688.32**	**7,149.57**	**824,837.89**
Fund: Wells Fargo MM- Regular												
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
			Subtotal	**225,658,494.36**	**239,186,031.27**	**231,684,928.50**			**3.899**	**693,009.81**	**0.00**	**693,009.81**
Fund: Fidelity MM - Regular												
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
			Subtotal	**38,068,182.31**	**37,963,436.65**	**37,967,177.57**			**3.596**	**104,745.66**	**0.00**	**104,745.66**
			Total	**673,689,676.67**	**686,951,696.16**	**679,457,806.93**			**3.113**	**1,615,443.79**	**7,149.57**	**1,622,593.36**

Exhibit 2-B.3

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	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AMWM0	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	Adjusted Interest Earnings: Amortization/ Accretion	Adjusted Interest Earnings: Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
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
			Subtotal	**404,963,000.00**	**404,809,377.81**	**404,814,233.29**			**2.361**	**802,479.99**	**9,133.61**	**811,613.60**
Fund: Wells Fargo MM- Regular												
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
			Subtotal	**249,250,824.26**	**225,658,494.36**	**229,535,631.28**			**3.727**	**726,605.07**	**0.00**	**726,605.07**
Fund: Fidelity MM - Regular												
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
			Subtotal	**38,183,708.82**	**38,068,182.31**	**38,071,908.97**			**3.573**	**115,526.51**	**0.00**	**115,526.51**
			Total	**692,397,533.08**	**668,536,054.48**	**672,421,773.54**			**2.896**	**1,644,611.57**	**9,133.61**	**1,653,745.18**

Exhibit 2-C

Pooled Cash and Investments
(Market Value)
as of March 31, 2026

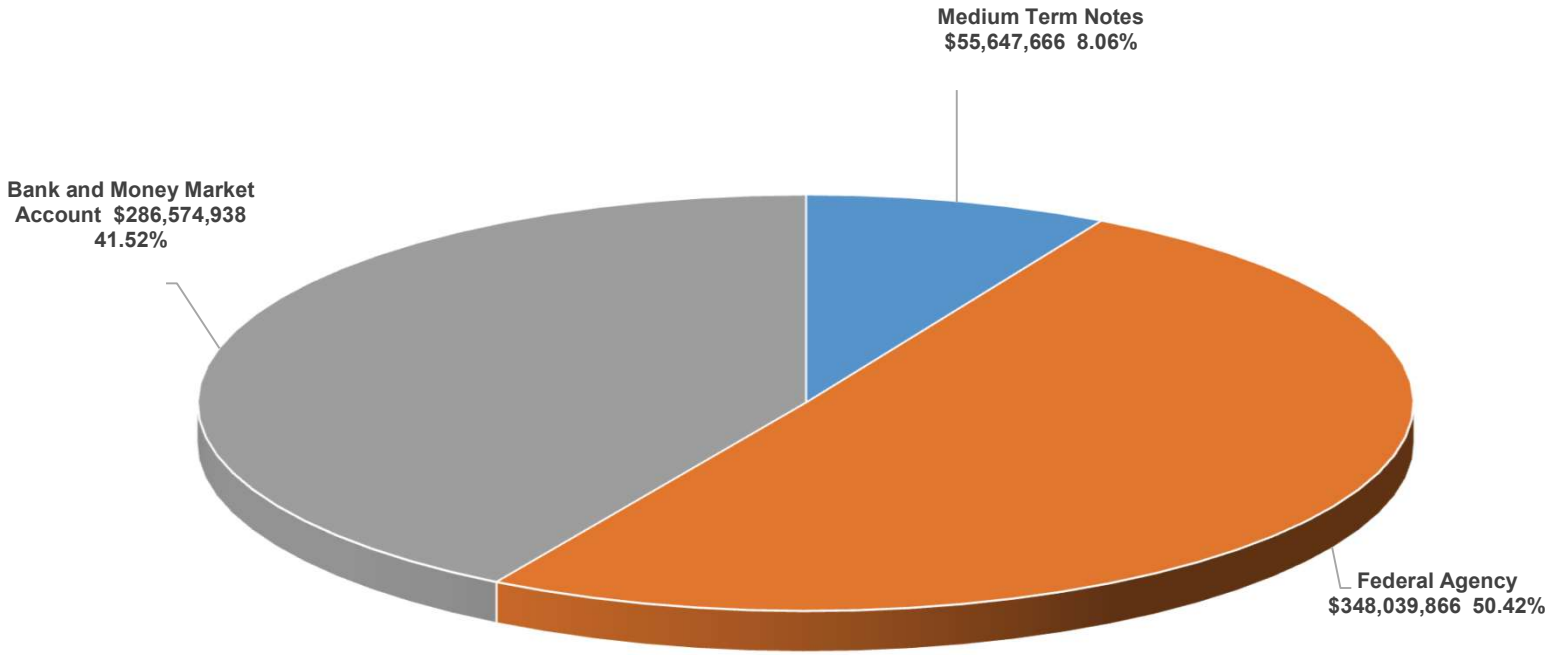

Exhibit 2-D

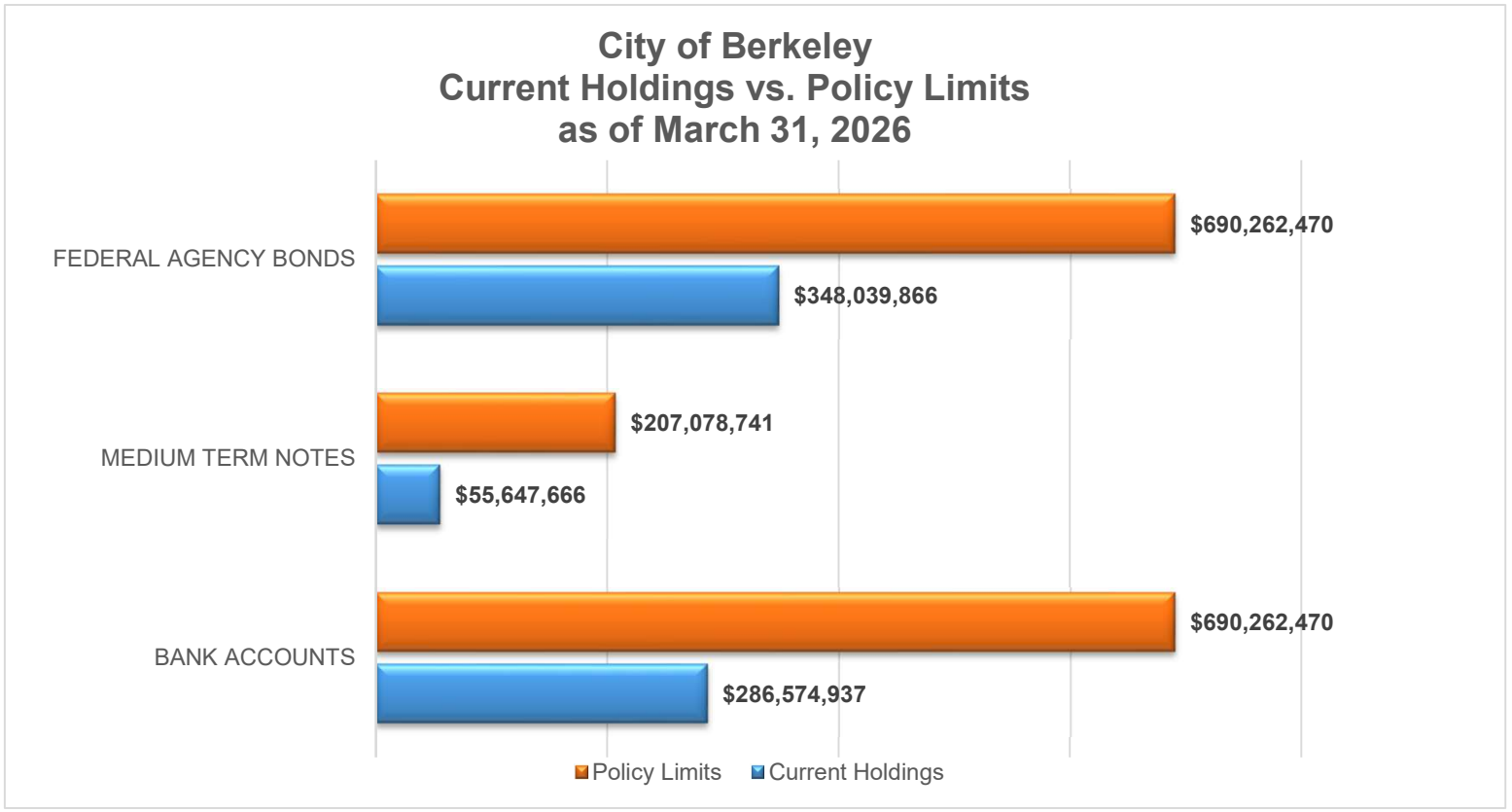
City of Berkeley
Current Holdings vs. Policy Limits
as of March 31, 2026
FEDERAL AGENCY BONDS
$690,262,470
$348,039,866
MEDIUM TERM NOTES
$207,078,741
$55,647,666
BANK ACCOUNTS
$690,262,470
$286,574,937
Policy Limits
Current Holdings

Exhibit 2-E

Pooled and Trust
Cash and Investment Portfolio Trend
as of March 31, 2026

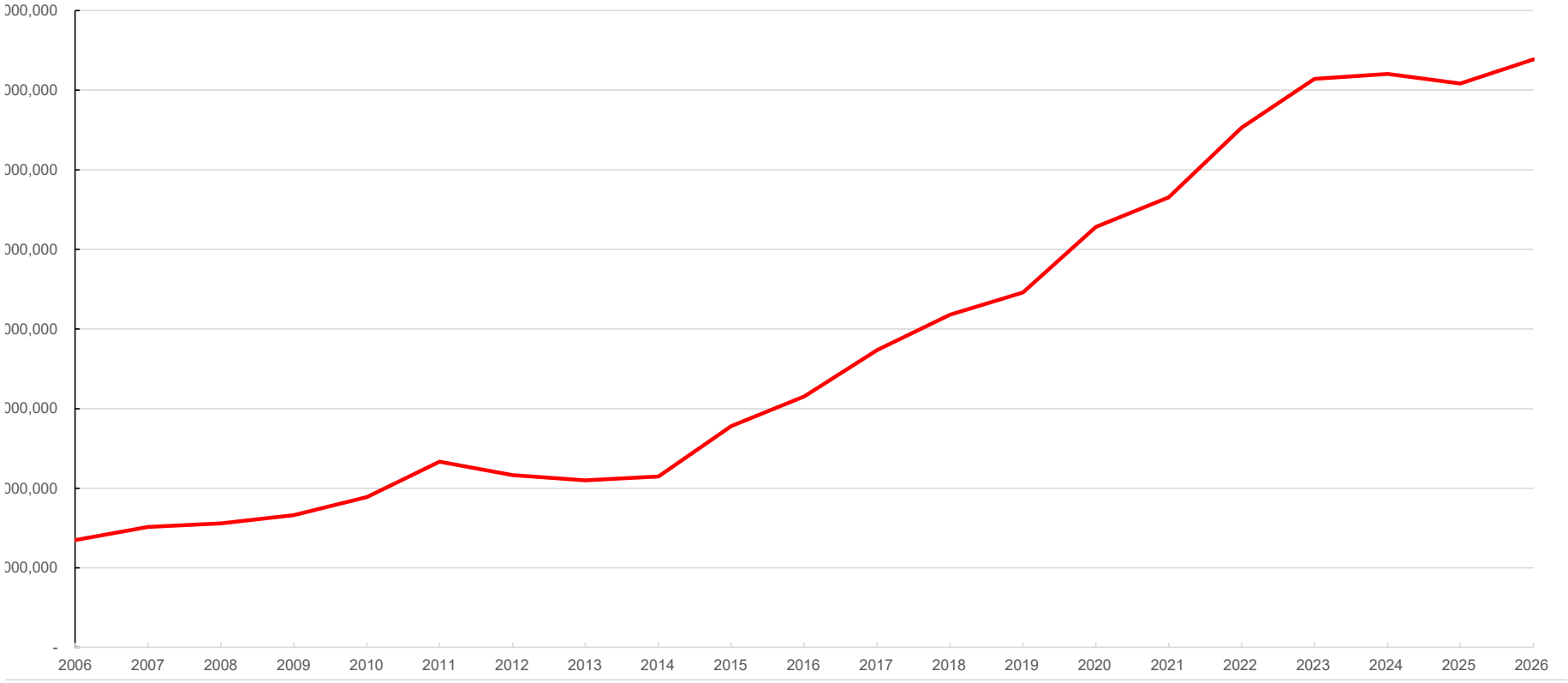

Exhibit 2-F

Investments Yielding 2 Percent or Less Maturing in 2026 or 2027

Investment Number	Investment Par Value	Interest Rate	Maturity Date
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
	$268,850,000		

Attachment 3

Summary of Pooled Cash and Investments - Trust Funds
(Market Value)
As of March 31, 2026

		Pooled Cash	Investments (Book Value)	Gain/Loss on Investments	Pooled Cash & Investments (Market Value)
Retiree Medical Trust Fund					
Fund No.					
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
Total Retiree Medical Trust Fund		**4,331,934**	**38,594,576**	**(1,444,823)**	**41,481,686**
Fire Medical Trust Fund					
736	Fire Medical Trust Fund	1,115,348	15,298,901	(949,357)	15,464,891
Total Fire Medical Trust Fund		**1,115,348**	**15,298,901**	**(949,357)**	**15,464,891**
Police Medical Trust Fund					
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
Total Police Medical Trust Fund		**260,896**	**3,853,858**	**(480,686)**	**3,634,069**
	Total Trust Funds	**$ 5,708,178**	**$ 57,747,335**	**$ (2,874,867)**	**$ 60,580,646**

Exhibit 3-A

Retiree Medical Trust Fund
Fund 721 - 727
Interest Earnings
January 01 to March 31, 2026

			Investments As of March 31, 2026						Interest Earnings 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
Medium Term Notes													
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
Medium Term Notes - Callable													
26442UAU8	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
Federal Agency Continuous Callable													
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
Continous Callable Bonds													
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
Corporate Bonds - Callable													
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
Preferred Securities													
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
Pooled Cash			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
		Total	**43,808,776.20**	**42,028,963.45**	**42,926,509.93**	**41,481,686.57**				**5.181**	**553,919.81**	**3,477.90**	**557,397.71**

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**

Exhibit 3-B

Fire Retiree Medical
Fund 736
Interest Earnings
January 01 to March 31, 2026

			Investments As of March 31, 2026						Interest Earnings 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
Federal Agency Continuously Callable													
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
Federal Agency Continuously Callable													
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
Corporate Bonds - Callable													
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
Preferred Securities													
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
Pooled Cash			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
		Total	**$ 16,663,723.20**	**$ 16,042,160.01**	**$ 16,414,248.90**	**$ 15,464,891.48**				**5.135**	**$ 211,241.05**	**$ 910.13**	**$ 212,151.18**

Total Pooled Cash and Investments (Book Value)	**$ 16,414,248.90**
Gain/Loss on Investments	**(949,357.42)**
Total Pooled Cash and Investments (Market Value)	**15,464,891.48**

Exhibit 3-C

Police Retiree Medical
Fund 731 and 706
Interest Earnings
January 01 to March 31, 2026

			Investments As of March 31, 2026						Interest Earnings 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
Federal Agency Continuously Callable													
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
Corporate Bonds - Callable													
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
Preferred Securities													
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
Pooled Cash			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
		Total	**$ 4,115,679.20**	**$ 4,393,004.50**	**$ 4,114,754.34**	**$ 3,634,068.55**				**4.679**	**$ 51,688.20**	**$ 31.99**	**$ 51,720.19**

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**

Communications

All communications submitted to the City Council are public record. Communications are not published directly to the City's website. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

City Clerk Department
2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

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