



AGENDA
BERKELEY CITY COUNCIL AGENDA & RULES COMMITTEE
SPECIAL MEETING

MONDAY, JUNE 15, 2026

2:30 P.M.

2180 Milvia Street, Berkeley, CA 94704

Committee Members:

Mayor Adena Ishii, Councilmembers Terry Taplin and Mark Humbert

Alternate: Ben Bartlett

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: 165 312 5105**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email policycommittee@berkeleyca.gov. All Committee 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.

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.

California 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.

AGENDA

Roll Call

Public Comment

Review of Agendas

- 1. Approval of Minutes: June 1, 2026**
- 2. Review and Approve Draft Agenda:**
 - a. 6/30/2026 – Regular City Council Meeting
- 3. Adjournments In Memory**

Scheduling

- 4. Council Worksessions Schedule**
- 5. Council Referrals to Agenda Committee for Scheduling**
- 6. Land Use Calendar**

Action Calendar

- **None**

Unscheduled Items

- 7. Review Policy Committees Structure**
- 8. Review Boards and Commissions Structure**

Items for Future Agendas

- **Requests by Committee Members to add items to the next agenda**

Adjournment – Next Meeting Monday, June 22, 2026

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**Additional items may be added to the draft agenda per Council Rules of Procedure.**

*Rules of Procedure as adopted by Council resolution, Article III, C3c - Agenda - Submission of Time Critical Items*

*Time Critical Items. A Time Critical item is defined as a matter that is considered urgent by the sponsor and that has a deadline for action that is prior to the next meeting of the Council and for which a report prepared by the City Manager, Auditor, Mayor or council member is received by the City Clerk after established deadlines and is not included on the Agenda Committee’s published agenda.*

*If the Agenda Committee finds the matter to meet the definition of Time Critical, the Agenda Committee may place the matter on the Agenda on either the Consent or Action Calendar.*

*The City Clerk shall not accept any item past the adjournment of the Agenda Committee meeting for which the agenda that the item is requested to appear on has been approved.*

*Written communications addressed to the Agenda Committee and submitted to the City Clerk Department by 5:00 p.m. the Friday before the Committee meeting, will be distributed to the Committee in advance of the meeting and retained as part of the official record.*

*This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953 and applicable Executive Orders as issued by the Governor that are currently in effect. Members of the City Council who are not members of the standing committee may attend a standing committee meeting even if it results in a quorum being present, provided that the non-members only act as observers and do not participate in the meeting. If only one member of the Council who is not a member of the committee is present for the meeting, the member may participate in the meeting because less than a quorum of the full Council is present. Any member of the public may attend this meeting. Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900.*

**COMMUNICATION ACCESS INFORMATION:**

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

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I hereby certify that the agenda for this special 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 Thursday, June 11, 2026.



Mark Numainville, City Clerk

Communications

Communications submitted to City Council Policy Committees are on file in the City Clerk Department at 2180 Milvia Street, 1st Floor, Berkeley, CA, and are available upon request by contacting the City Clerk Department at (510) 981-6908 or policycommittee@berkeleyca.gov.

**BERKELEY CITY COUNCIL AGENDA & RULES COMMITTEE
SPECIAL MEETING MINUTES**

MONDAY, JUNE 1, 2026

2:30 P.M.

2180 Milvia Street, Berkeley, CA 94704

Committee Members:

Mayor Adena Ishii, Councilmembers Terry Taplin and Mark Humbert

Alternate: Ben Bartlett

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Roll Call: 2:32 p.m. All present.

Public Comment – 2 speakers

Review of Agendas

1. Approval of Minutes: May 28, 2026

Action: M/S/C (Humbert/Taplin) to approve the minutes of 5/28/2026.

Vote: All Ayes.

2. Review and Approve Draft Agenda:

a. 6/16/2026 – Regular City Council Meeting

Action: M/S/C (Humbert/Taplin) to approve the agenda of 6/16/2026 with the changes noted below.

- Item Added: Berkeley Police Association MOU (City Manager) – added to Consent Calendar
- Item Added: Budget Public Hearing (City Manager) – added to Action Calendar
- Item Added: Solano Stroll (O'Keefe) – added to Action Calendar
- Item 30 All-Electric Standards (Commission) – moved to Action Calendar
- Item 38 Support SB 954 (Tregub) – revised item submitted; moved to Consent Calendar

Order of Items on Action

Item 33 RPP Program

Item 34 Disruption Policy

Item 30 All Electric Standards

Item 35 Charter Amendment

Item 36 Bond Measure

Item 37 Sales Tax Measure

Item a\b Budget Hearing\Solano Stroll

Vote: All Ayes.

3. Adjournments In Memory – None

Scheduling

4. Council Worksessions Schedule – received and filed

5. Council Referrals to Agenda Committee for Scheduling – received and filed

6. Land Use Calendar – received and filed

Action Calendar

- None

Unscheduled Items

7. Review Policy Committees Structure

8. Review Boards and Commissions Structure

Items for Future Agendas

- None

Adjournment

Action: M/S/C (Humbert/Taplin) to adjourn the meeting.

Vote: All Ayes.

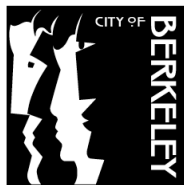
Adjourned at 2:50 p.m.

I hereby certify that the foregoing is a true and correct record of the Agenda & Rules Committee meeting held on June 1, 2026.

Mark Numainville, City Clerk

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DRAFT AGENDA
BERKELEY CITY COUNCIL MEETING
Tuesday, June 30, 2026
6:00 PM

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

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

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

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Preliminary Matters

Roll Call:

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

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

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

Public Comment on Non-Agenda Matters: *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. Repeal and Reenact Berkeley Municipal Code (BMC) Chapter 14.52 to Adjust the goBerkeley Parking Management Program; Change Parking Permit Fees; Establish a New Schedule for Parking Violations, Fines, and Late Payment Penalties; and Rescind Resolution No. 71,627-N.S.**

From: City Manager

Recommendation: Adopt second reading of Ordinance 8,012-N.S. repealing and reenacting Berkeley Municipal Code chapter 14.52, “Parking Meters,” to enable the following changes: a. Extend parking meter operating hours to 8 p.m. citywide. b. Operate parking meters, pay stations, and parking enforcement on Sundays. c. Expand meter zones to new high-demand areas. d. Authorize a transition to cashless parking meters and/or pay stations in the future.

First Reading Vote: Ayes – Kesarwani, Taplin, Tregub, O’Keefe, Blackaby, Lunaparra, Humbert, Ishii; Noes – Bartlett.

Financial Implications: See report

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

Consent Calendar

2. Minutes for Approval

From: City Manager

Recommendation: Approve the minutes for the Council meetings of May 4, 2026 (closed), May 7, 2026 (special), May 11, 2026 (closed), May 12, 2026 (closed and regular), and May 19, 2026 (special and regular).

Financial Implications: None

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

3. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on June 30, 2026

From: City Manager

Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.

Financial Implications: - General Fund - \$2,408,500

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

4. 2027 Tax Rate: Transportation Network Company User Tax

From: City Manager

Recommendation: Adopt first reading of an Ordinance setting the 2027 tax rate (effective January 1, 2027) for the transportation network company at the following rates: 65.1005 cents on the user for each prearranged trip that originates in the City that is not part of a pooled prearranged trip and 31.7889 for each pooled prearranged trip on each user who arranges each prearranged trip that originates in the City and which comprises part of the pooled prearranged trip.

Financial Implications: See report

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

5. Appropriations Limit for FY 2027

From: City Manager

Recommendation: Adopt a Resolution establishing the appropriations limit at \$420,156,522 for FY 2027 pursuant to Article XIII B of the Constitution of the State of California based on the calculations for the appropriations limit.

Financial Implications: See report

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

6. FY 2027 State Code Revision, Reaffirming the Investment Policy and Designation of Investment Authority

From: City Manager

Recommendation: Adopt a Resolution accepting the changes to the Investment Policy to comply with updated state codes, reaffirm the Investment Policy, and confirm the delegation of investment authority to the Director of Finance to make investments for FY 2027.

Financial Implications: None

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

Consent Calendar

- 7. Contract No. 105921-1 Amendment: TruePoint Solutions, LLC dba GovPath for Professional Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 105921-1 with GovPath (TruePoint Solutions, LLC) for professional services, increasing the amount by \$180,000, for a total not-to-exceed amount of \$1,657,200
Financial Implications: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300
- 8. Donation from Mary Parker, MD**
From: City Manager
Recommendation: Adopt a Resolution accepting a cash donation of \$2,000.00 from Mary Parker, MD in appreciation of the Berkeley Fire Department.
Financial Implications: General Fund - \$2,000 (Donation)
Contact: David Sprague, Fire, (510) 981-3473
- 9. Contract: Extension of Emergency Medical Services Agreements with the County of Alameda**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute up to three one-year extensions of the: 1. Emergency Medical Services First Responder Advanced Life Support (FRALS) Services Agreement between the City of Berkeley and the County of Alameda; and 2. Emergency Medical Services Ambulance Transport Services Agreement between the City of Berkeley and the County of Alameda; exercisable by mutual agreement of the City and County.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473
- 10. Revenue Contracts: Senior Center Activities & Supportive Services - Case Management, Aging Services Programs, Fiscal Years 2027 - 2030**
From: City Manager
Recommendation: Adopt two Resolutions authorizing the City Manager or designee to accept grant funding and execute any resultant revenue agreements and amendments with Alameda County. This funding will support senior center activities and supportive case management services for Berkeley seniors from Fiscal Year 2027 through Fiscal Year 2030 (FY 2027 - FY 2030) in the following projected annual amounts:
a. Senior Center Activities in an annual projected amount of \$79,046; and
b. Supportive Services – Case Management in an annual projected amount of \$149,994.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

Consent Calendar

11. Revenue Contract Amendments: Nutrition and Family Caregiver Support Programs, Aging Services Programs, Fiscal Year 2027

From: City Manager

Recommendation: Adopt three Resolutions authorizing the City Manager or designee to execute contract amendments with Alameda County to accept funding and provide congregate and home-delivered meals, and family caregiver support to seniors for the first half of Fiscal Year 2027 (FY 2027) in the following projected amounts:

- a. Congregate Meals in a projected amount of \$70,500;
- b. Home Delivered Meals in a projected amount of \$88,096; and
- c. Family Caregiver Support Program in a projected amount of \$49,764.

Financial Implications: See report

Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

12. Contract No. 32500126 Amendment: City Data Services, LLC for an upgraded Community Agency Contract Administration and Monitoring System

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager or designee to amend Contract No. 32500126 with City Data Services, LLC for an upgraded community agency contract administration and monitoring system used by the Health, Housing and Community Services Department (HHCS) for an increase of \$22,460 and a new contract not to exceed amount of \$188,540.

Financial Implications: See report

Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

13. North Berkeley BART Affordable Housing Projects – Additional Predevelopment Funding and Ownership Change

From: City Manager

Recommendation: Adopt a Resolution: 1. Approving the change of the owner and controlling agency for North Berkeley BART projects from BRIDGE Housing Corporation (BRIDGE) to East Bay Asian Local Development Corporation (EBALDC) or their affiliate and Insight Housing (Insight) or their affiliate; 2. Reapproving the funding reservations for the North Berkeley BART (NBB) affordable housing projects as follows; a. \$9,010,000 for the NBB Lot A Permanent Supportive Housing (PSH) project; b. \$11,563,636 for the NBB Lot B EBALDC project; and c. \$5,926,364 for the NBB Lot B EBALDC project; 3. Approving an increase of \$3,358,072 in predevelopment advances, for a total of \$8,358,072 from the previously authorized NBB funding reservation, to support predevelopment activities for the affordable housing projects as follows: a. \$2,464,233 for the NBB Lot A PSH project; and b. \$4,132,816 for the NBB Lot B EBALDC project; c. \$1,761,023 for the NBB Lot B EBALDC project; and 4. Authorizing the City Manager or designee to execute all original or amended documents to effectuate this action.

Financial Implications: See report

Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

Consent Calendar

14. Extend Term of 2011-2026 Community Workforce Agreement with the Building and Construction Trades Council for City Construction Projects

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to execute a six-month extension to the current Community Workforce Agreement (CWA) with the Building and Construction Trades Council of Alameda County (BTCA) through December 31, 2026.

Financial Implications: See report.

Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

15. Establish the Job Classification and Pay Scale for Firefighter EMT, Add Firefighter Paramedic and Firefighter EMT to Personnel Rules and Regulations Section 9.03 Promotion Through a Non-Competitive Personnel Action, and Revise Section 33, Probationary Period of the Memorandum of Understanding between the City of Berkeley and Berkeley Fire Fighters Association, I.A.F.F. Local 1227

From: City Manager

Recommendation:

1. Adopt a Resolution to establish job classification and pay scale for Firefighter EMT.
2. Adopt a Resolution to add Firefighter Paramedic and Firefighter EMT to Personnel Rules and Regulations Section 9.03 Promotion Through a Non-Competitive Personnel Action.
3. Adopt a Resolution to revise Section 33, Probationary Period of the Memorandum of Understanding between the City of Berkeley and Berkeley Fire Fighters Association, I.A.F.F. Local 1227.

Financial Implications: None.

Contact: Janelle Rodrigues, Human Resources, (510) 981-6800

16. Contract: Downtown Berkeley YMCA for Fitness Center Memberships for City Employees

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with the Downtown Berkeley YMCA in the amount of \$174,528 for fitness center memberships for City employees for the period of July 1, 2026, through June 30, 2027.

Financial Implications: Various Funds - \$174,528

Contact: Janelle Rodrigues, Human Resources, (510) 981-6800

Consent Calendar

17. Adopt Resolution Approving Historical Publicly Available Pay Schedules

From: City Manager

Recommendation: Adopt a Resolution approving historical publicly available pay schedules, pursuant to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR).

Financial Implications: See report

Contact: Janelle Rodrigues, Human Resources, (510) 981-6800

18. Contract: Redwood Engineering Construction for Cedar Rose Park 5-12 Playground Renovation and Site Improvements

From: City Manager

Recommendation: Adopt a Resolution: 1. Approving the plans and specifications for the Cedar Rose Park 5-12 Playground Renovation and Site Improvements Project; and 2. Accepting the bid of the lowest responsive and responsible bidder, Redwood Engineering Construction; and 3. Authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the approved plans and specifications, with Redwood Engineering Construction, for the Cedar Rose Park 5-12 Playground Renovation and Site Improvements Project at 1300 Rose Street, in an amount not to exceed \$1,715,866 which includes a contract amount of \$1,429,888 and a 20% contingency in the amount of \$285,978.

Financial Implications: See report

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

19. Contract No. 32300127 Amendment: AE3 Partners, Inc. for Architectural Services

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32300127 with AE3 Partners, Inc. for Architectural Services for the African American Holistic Resources Center project, increasing the amount by \$700,000 for an amended total amount not to exceed \$1,600,000 and extend the contract term from December 31, 2027 to June 30, 2029.

Financial Implications: See report

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

20. License Agreement with Masaba, LLC dba Roaming Bean Coffee at the Berkeley Waterfront

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to execute a license agreement with Masaba, LLC to operate a concession stand at the South Cove area of the Berkeley Waterfront, near 124 University Avenue. The license term is anticipated to begin on July 1, 2026 and end on February 28, 2035.

Financial Implications: See report

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Council Consent Items

- 21. Replenishing Business Damage Mitigation Fund: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund**
From: Mayor Ishii (Author), Councilmember Tregub (Co-Sponsor)
Recommendation: Adopt a Resolution approving the expenditure of an amount not to exceed \$10,000 per Councilmember including \$10,000 from Mayor Ishii and \$500 from Councilmember Tregub to the Downtown Berkeley Association, the administrator for the Business Damage Mitigation Fund, with funds relinquished to the City's general fund for the purpose of providing the resources needed to support local small businesses who experience property damages (including vandalism), from the discretionary Council Office Budgets of Mayor Ishii, Councilmember Tregub and any other Councilmembers who would like to contribute.
Financial Implications: See report
Contact: Adena Ishii, Mayor, (510) 981-7100
- 22. Berkeley Nikkei Senior Center: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund**
From: Mayor Ishii (Author)
Recommendation: Adopt a Resolution approving the expenditure of an amount not to exceed \$2500 per Councilmember including \$2500 from Mayor Ishii to the Berkeley Nikkei Senior Center for their End of the Year Celebration on December 12 with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Mayor Ishii and any other Councilmembers who would like to contribute.
Financial Implications: See report
Contact: Adena Ishii, Mayor, (510) 981-7100
- 23. Little Free Store + Community Services United Clean-up & Mural Painting Community Party - Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds**
From: Councilmember Bartlett (Author)
Recommendation: Adopt a Resolution approving the expenditure of funds, including \$500 from the discretionary Council Office Budget of Councilmember Ben Bartlett, for the Little Free Store + Community Services United Clean-up & Mural Painting Community Party event on Saturday, July 25th, 2026, to fund food and material supplies for the event. The funds will be relinquished to the City's General Fund from the Discretionary Council Office Budget of Councilmember Ben Bartlett and the Discretionary Council Office Budgets of any other Councilmembers who would like to contribute.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130

Council Consent Items

24. **Adopt a position of Support for California Senate Bill (SB) 1383 (Arreguín): Housing Development: Density Bonus: Labor Standards** *(Reviewed by the Land Use, Housing & Economic Development Committee)*

From: Councilmember Tregub (Author), Councilmember Bartlett (Co-Sponsor), Councilmember Taplin (Co-Sponsor)

Recommendation: Adopt a position of support for California Senate Bill (SB) 1383 (Arreguín), which would clarify that developers may not use concessions or incentives under California’s Density Bonus Law to waive or reduce local labor standards relating to wages, apprenticeship requirements, healthcare benefits, or working conditions, and distribute copies to California Governor Gavin Newsom, Senator Jesse Arreguín, and Assemblymember Buffy Wicks to support its passage. *Policy Committee Recommendation: Send the item to the City Council with a qualified positive recommendation to approve the item including the revisions proposed by the author to remove the resolution and include a letter of support.*

Financial Implications: Staff time

Contact: Igor Tregub, Councilmember, District 4, (510) 981-7140

25. **Solano Avenue Stroll: Co-Sponsorship and Relinquishment of Council Office Budget Funds to the General Fund and Grant of Such Funds to the Solano Avenue Association**

From: Councilmember O’Keefe (Author), Mayor Ishii (Co-Sponsor), Councilmember Blackaby (Co-Sponsor), Councilmember Kesarwani (Co-Sponsor)

Recommendation: Adopt a Resolution for the City of Berkeley to Co-Sponsor the 2026 Solano Avenue Stroll and approving the expenditure of an amount not to exceed \$25,000 per Councilmember from the D13 Discretionary Accounts of members of the Berkeley City Council, including a contribution of \$24,000 from Councilmember O’Keefe, \$5,000 from Mayor Ishii, and \$15,000 from Councilmember Blackaby, and inviting other members of the City Council to contribute to support the Solano Avenue Stroll with funds relinquished to the City’s General Fund. The relinquished funds will help support the Solano Avenue Association in producing the Solano Stroll – the largest free, family-friendly street fair in the East Bay. The 50th annual Solano Avenue Stroll will take place on September 13, 2026.

Financial Implications: See report

Contact: Shoshana O’Keefe, Councilmember, District 5, (510) 981-7150

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,

Action Calendar

with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

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

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 – New Business

- 26. Borrowing of Funds and the Sale and Issuance of FY 2026-27 Tax and Revenue Anticipation Notes**
From: City Manager
Recommendation: Adopt a Resolution approving the borrowing of Not to Exceed (NTE) \$85,000,000 and the sale and issuance of Fiscal Year 2026-27 Tax and Revenue Anticipation Notes.
Financial Implications: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300
- 27. Issuance of \$20,000,000 in General Obligation Bonds, Series C for the 2016 Election - Infrastructure and Facilities Improvements, Measure T1**
From: City Manager
Recommendation: Adopt a Resolution authorizing the issuance and sale of \$20,000,000 aggregate principal amount of general obligation bonds, series C (Infrastructure and Facilities Improvements, Measure T1), approving an official statement and authorizing actions related hereto.
Financial Implications: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Action Calendar – New Business

28. Surveillance Technology Ordinance Submissions for Community Video Streams and Investigative Software, Pursuant to Council Direction of May 7, 2026 *(Reviewed by the Public Safety Committee)*

From: City Manager

Recommendation: Adopt a Resolution to:

1. Accept the Surveillance Acquisition Report and approve the Surveillance Use Policy (BPD Policy 1306) for Community Video Streams, pursuant to Berkeley Municipal Code (B.M.C.) Chapter 2.99.
2. Accept the Surveillance Acquisition Report and approve the Surveillance Use Policy (BPD Policy 1307) for Investigative Software, pursuant to B.M.C. Chapter 2.99.

Policy Committee Recommendation: provide feedback to the Berkeley Police Department regarding the proposed Community Video Streams and Investigative Software Surveillance Use Policies with the following requested revisions and clarifications: 1. Clarify how participating camera locations will be verified and address liability considerations if cameras are moved. 2. Develop a process for notifying camera owners when their camera footage is accessed. 3. Remove vendor-specific references from the acquisition report. 4. Clarify policies governing access to real-time/live video monitoring and the circumstances under which such access is authorized. 5. Provide additional information regarding the use of artificial intelligence and ensure human oversight of investigative decisions. 6. Identify data sources used by the investigative software and consider including such information in annual reporting. 7. Clarify which personnel will be authorized to access the investigative software. 8. Strengthen audit provisions to verify authorized use of the software. 9. Incorporate revisions contained in the supplemental materials, including the 72-hour immigration-related language. 10. Clarify that the Community Video Streams program does not include audio recording. 11. Clarify retention periods and liability considerations associated with retained data.

Financial Implications: See report

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

29. 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 and Measure FF Plans for Fiscal Years 2027-2031.

Financial Implications: See report

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

Action Calendar – Policy Committee Track Items

30. Priority Access Community Transportation (PACT): Establishing a Community Benefit Operational Design Domain (CB-ODD) Framework for Autonomous Shuttle Deployment in Berkeley That Serves Seniors, People with Disabilities, and Underserved Communities

From: Councilmember Bartlett (Author), Councilmember Taplin (Co-Sponsor)

Recommendation: Adopt the following actions:

1. Establish the Priority Access Community Transportation (PACT) initiative and refer to the Transportation Commission the task of advising on the PACT Community Benefit Operational Design Domain (CB-ODD) framework for autonomous shuttle deployment in the City of Berkeley, consistent with the goals, principles, and legal framework set forth in this item.
2. Direct the City Manager, in consultation with the City Attorney, Office of Economic Development, Transportation Commission, Commission on Aging, Commission on Disability, Community Health Commission, Alameda-Contra Costa Transit District (AC Transit), labor representatives, and community partners, to issue a competitive Request for Proposals seeking an industry partner, consultant team, or consortium to develop the core PACT implementation work products. The RFP shall invite proposers to compete for the opportunity to help Berkeley design a nationally visible, equity-centered autonomous mobility framework while reducing the burden on existing City staff capacity.
 - a. Proposed CB-ODD ordinance amending the Berkeley Municipal Code as necessary to authorize and govern the designation of Operational Design Domains within the City;
 - b. A model voluntary Community Benefit Agreement (CBA) template, to be executed at the operator's election as a condition of receiving preferential access to City-owned infrastructure, curb space, and loading zones, and not as a condition of operating autonomous passenger service in the City under state authority; including performance metrics, service obligations, enforcement mechanisms, and termination provisions;
 - c. A proposed Mobility Equity Grid identifying corridors, stops, and destinations where service shall be prioritized to reach seniors, persons with disabilities, low-income residents, transit deserts, medical facilities, pharmacies, grocery stores, and community centers;
 - d. A proposed Mobility Equity Fund and enabling revenue mechanism, which may include a generally applicable business license tax on autonomous passenger service operators consistent with California Public Utilities Code section 5371.4 and Berkeley Municipal Code Chapter 9.04;
 - e. A proposed curb-management framework under California Vehicle Code sections 21101 and 22507 designating autonomous passenger loading zones and associated encroachment standards pursuant to Berkeley Municipal Code Chapter 16.18;
 - f. A proposed pilot program covering no fewer than two (2) commercial corridors and no more than two (2) initial operators; and
 - g. Proposed implementation budget, staffing model, and funding strategy that identifies which tasks can be performed by the selected proposer, which require limited City oversight, and which may be funded through operator participation, grants, philanthropic support, university partnerships, or other non-General Fund

Action Calendar – Policy Committee Track Items

sources.

3. Direct staff to engage with AC Transit, Amalgamated Transit Union (ATU) Local 192, and workforce partners to ensure that PACT implementation supplements, and does not replace, fixed-route public transit service, and to propose transit-worker protections and workforce development pathways for transit employees, including integration with the Zero Emission Bus University (ZEBU) program.

4. Adopt a policy of the Berkeley City Council supporting California state legislation that affirms and expands local authority over the deployment of autonomous passenger services, including the reintroduction and enactment of legislation similar to SB 915 (Cortese, 2023–2024), and direct the City Manager to communicate that support to the Berkeley legislative delegation.

5. Adopt the policy finding that Berkeley’s curb space, passenger loading zones, rights-of-way, and city-owned mobility infrastructure shall be allocated to autonomous mobility operators on terms that advance community benefit, equity, public safety, climate resilience, and the preservation of public transit service.

6. Direct the City Manager and the Office of Economic Development to include in the RFP an economic participation strategy that invites proposers to identify local hiring, apprenticeship pathways, per-trip contributions to the Mobility Equity Fund, private-sector funding, and partnerships with community-based organizations.

Financial Implications: See report

Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130

31. Referral to the City Manager: Update Definition of and, in the C-DMU District, Expand Restrictions Related to the Establishment of Adult-Oriented Businesses in the Berkeley Municipal Code

From: Councilmember Tregub (Author)

Recommendation: Refer to the City Manager the following actions:

1) Updating the definition of “Adult-Oriented Business” in the Berkeley Municipal Code (BMC) Section 23.302.070.A, BMC Chapter 23.204, and/or any other relevant provisions; and

2) Expanding restrictions of such uses in the C-DMU Commercial District in the Downtown.

Financial Implications: Staff time

Contact: Igor Tregub, Councilmember, District 4, (510) 981-7140

Action Calendar – Policy Committee Track Items

32. Placing an Initiative Ordinance Amending the Rent Stabilization Ordinance on the November 3, 2026 Ballot

From: Councilmember Lunaparra (Author), Councilmember Tregub (Co-Sponsor)

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.

Financial Implications: See report

Contact: Cecilia Lunaparra, Councilmember, District 7, (510) 981-7170

Information Reports

33. Voluntary Time Off Program for Fiscal Year 2027

From: City Manager

Contact: Maricar Dupaya, Budget Manager, (510) 981-7000

34. Referral Response: Open Doors Initiative: City Worker and First Time Affordable Homebuyer Program

From: City Manager

Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

35. 2026 Health Plan Changes

From: City Manager

Contact: Janelle Rodrigues, Human Resources, (510) 981-6800

36. City Auditor Fiscal Year 2027 Audit Plan

From: Auditor

Contact: Jenny Wong, Auditor, (510) 981-6750

37. 2025 Whistleblower Annual Report

From: Auditor

Contact: Jenny Wong, Auditor, (510) 981-6750

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.

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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

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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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CONSENT CALENDAR  
June 30, 2026

To: Honorable Members of the City Council

From: Mayor Adena Ishii (Author), Councilmember Igor Tregub (Co-Sponsor)

Subject: Replenishing Business Damage Mitigation Fund: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund

RECOMMENDATION

Adopt a Resolution approving the expenditure of an amount not to exceed \$10,000 per Councilmember including \$10,000 from Mayor Ishii and \$500 from Councilmember Tregub to the Downtown Berkeley Association, the administrator for the Business Damage Mitigation Fund, with funds relinquished to the City's general fund for the purpose of providing the resources needed to support local small businesses who experience property damages (including vandalism), from the discretionary Council Office Budgets of Mayor Ishii, Councilmember Tregub and any other Councilmembers who would like to contribute.

BACKGROUND

On June 2, 2020, the Berkeley City Council passed a referral to the FY 2021 Budget Process to establish a COVID-19 Business Damage Mitigation Fund in an amount up to \$100,00 to provide one-time grants to small businesses who experience property damage due to vandalism and other factors during the COVID-19 local State of Emergency. The 2020 Council referral also set conditions on the use of grant funds: 1) grants limited per incident to the amount of the affected party's deductible or \$3,000 whichever is greater; 2) limit to two grants per business; 3) prioritize repair of exterior damage; and 4) prioritize small independent businesses in need.

A total of \$85,000 was allocated to the Downtown Berkeley Association for administration of the grant program. These grants have helped businesses in removing graffiti, replacing broken windows, doors or furniture, and cleaning/sanitizing their site. The funds were exhausted in 2022 and were replenished in 2024 by former Berkeley Mayor Jesse Arreguin. Now, the Damage Mitigation Fund has depleting funds.

This item will contribute to the fund by continuing to support local small businesses in Berkeley that may have financial constraints.

FINANCIAL IMPLICATIONS

No General Fund impact; \$10,000 is available from Mayor Ishii's budget discretionary account & \$500 is available from Councilmember Tregub's budget discretionary account.

ENVIRONMENTAL SUSTAINABILITY

There are no environmental impacts associated with the recommendations in this report.

CONTACT PERSON

Mayor Adena Ishii  
510-981-7100

Attachments: Resolution for Council Expenditures

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

AUTHORIZING THE EXPENDITURE OF DISCRETIONARY FUNDS FROM THE OFFICE EXPENSE ACCOUNTS OF THE MAYOR AND COUNCILMEMBERS FOR A GRANT TOWARDS THE BUSINESS DAMAGE MITIGATION FUND, A PUBLIC SERVICE FOR A MUNICIPAL PUBLIC PURPOSE

WHEREAS, Mayor Adena Ishii has funds in her office discretionary account; and

WHEREAS, a California non-profit organization, the Downtown Berkeley Association, seeks funds from the City of Berkeley not to exceed \$10,000 per Councilmember, including the amount of \$10,000 from the office of Mayor Adena Ishii and \$500 from Councilmember Tregub, to provide the resources needed to support local small businesses in Berkeley who experience property damages (including vandalism); and

WHEREAS, the Business Damage Mitigation Fund was originally established in 2020 during the COVID-19 pandemic to provide one-time grants to any small business in Berkeley to mitigate damage such as removing graffiti, replacing broken windows, doors or furniture, or cleaning and sanitizing business sites/properties; and

WHEREAS, this fund has supported many small businesses in Berkeley and if funded, it will continue to create a positive driving force to attract more small businesses, retain existing small businesses, and demonstrate the City's commitment to the evolving circumstances that create financial burdens for businesses.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that funds relinquished by the Mayor and Councilmembers from their Council Office Budget up to \$10,000 per office shall be granted to the Downtown Berkeley Association to fund the Business Damage Mitigation Fund for following services to continue to provide support to local small businesses who experience property damages (including vandalism).





CONSENT CALENDAR  
June 30, 2026

To: Honorable Members of the City Council

From: Mayor Adena Ishii (Author)

Subject: Berkeley Nikkei Senior Center: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund

RECOMMENDATION

Adopt a Resolution approving the expenditure of an amount not to exceed \$2500 per Councilmember including \$2500 from Mayor Ishii to the Berkeley Nikkei Senior Center for their End of the Year Celebration on December 12 with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Mayor Ishii and any other Councilmembers who would like to contribute.

BACKGROUND

The Berkeley Nikkei Senior Center has been providing accessible cultural programs, including an affordable lunch meal program that centers Berkeley's Japanese-speaking and Japanese American senior community at North Berkeley Senior Center since its doors opened in 1979. It was through the support of the Berkeley Japanese American community that the City launched the construction of the North Berkeley Senior Center. There exists a long history of City sponsorship for activities serving the Berkeley Nikkei population at the location.

The Berkeley Nikkei Senior Center is committed to providing culturally sensitive programming for Nikkei community members with an emphasis on diversity and accessibility.

FINANCIAL IMPLICATIONS

No General Fund impact; \$2500 is available from Mayor Ishii's budget discretionary accounts.

ENVIRONMENTAL SUSTAINABILITY

There are no environmental impacts associated with the recommendations in this report.

CONTACT PERSON

Mayor Adena Ishii

510-981-7100

Attachments: Resolution for Council Expenditures

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

AUTHORIZING THE EXPENDITURE OF DISCRETIONARY FUNDS FROM THE OFFICE EXPENSE ACCOUNTS OF THE MAYOR AND COUNCILMEMBERS FOR A GRANT TO PROVIDE PUBLIC SERVICES FOR A MUNICIPAL PUBLIC PURPOSE

WHEREAS, Mayor Adena Ishii has funds in her office discretionary account; and

WHEREAS, Berkeley Nikkei Senior Center (BNSC) seeks funds from the City of Berkeley not to exceed \$2500 per Councilmember, including the amount of \$2500 from the office of Mayor Adena Ishii to the BNSC Bōnenkai/End of the Year Celebration; and

WHEREAS, this event will be an intergenerational end-of-the-year celebration on December 12th, 2026 that will be open to community members of all ages and backgrounds. The daytime event will include Japanese cultural activities and performances along with a lunch. Through celebration, the event will highlight the importance of the BNSC program and culminate efforts to raise funds for the continuation of programming in the new year; and

WHEREAS, Berkeley Nikkei Senior Center is committed to providing culturally sensitive programming for Nikkei community members with an emphasis on diversity and accessibility; and

WHEREAS, Berkeley Nikkei Senior Center has been providing accessible cultural programs, including an affordable lunch meal that centers Berkeley's Japanese-speaking and Japanese American senior community at North Berkeley Senior Center.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that funds relinquished by the Mayor and Councilmembers from their Council Office Budget up to \$2500 per office shall be granted to the Berkeley Nikkei Senior Center to fund the following service of offering cultural programming opportunities and affordable lunch meals to Nikkei community members in Berkeley through their Bōnenkai/End of the Year Celebration.





**BEN BARTLETT**  
CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR

June 30, 2026

To: Honorable Mayor and Members of the City Council  
 From: Councilmember Ben Bartlett (Author)  
 Subject: Little Free Store + Community Services United Clean-up & Mural Painting  
 Community Party - Relinquishment of Council Office Budget Funds to  
 General Fund and Grant of Such Funds

RECOMMENDATION:

Adopt a Resolution approving the expenditure of funds, including \$500 from the discretionary Council Office Budget of Councilmember Ben Bartlett, for the Little Free Store + Community Services United Clean-up & Mural Painting Community Party event on Saturday, July 25th, 2026, to fund food and material supplies for the event. The funds will be relinquished to the City's General Fund from the Discretionary Council Office Budget of Councilmember Ben Bartlett and the Discretionary Council Office Budgets of any other Councilmembers who would like to contribute.

BACKGROUND:

**The Little Free Store is a community resource for reducing waste and connecting neighbors.**

The Little Free Store stems from a household of avid recyclers who, during the pandemic, decided to turn their corner fence into a Little Free Store - to share useful things they didn't need, support neighbors struggling through the economic uncertainty, and connect in real time (and not online). Over the years, including a fire, a rebuild, and many informal conversations, it has blossomed into a community institution that uplifts so many people (and has reduced informal dumping at the bollards across the intersection). Every day, folks can be found "shopping" together, connecting, and building community - and the neighborhood is stronger for it!

The community development funds will be used to host a 3-hour Cleanup, Mural Painting & Community Pizza Party over the summer, scheduled for July 25th, on the corner of 63rd & California Streets, where the Free Store is located. Funds are primarily used for supplies, food, and resources to improve the Free Store and clean the neighborhood.

ENVIRONMENTAL SUSTAINABILITY:

No negative impact.

FISCAL IMPACTS OF RECOMMENDATION

There is no impact on the General Fund; \$500 is available from the discretionary council office budget of Councilmember Ben Bartlett.

CONTACT PERSON:

Councilmember Ben Bartlett

[bbartlett@cityofberkeley.info](mailto:bbartlett@cityofberkeley.info)

James Chang

[jchang@cityofberkeley.info](mailto:jchang@cityofberkeley.info)

ATTACHMENTS:

1. Draft Resolution
2. Community Event Flyer

Attachment 1:

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

AUTHORIZE THE EXPENDITURE OF SURPLUS FUNDS FROM THE OFFICE  
EXPENSE ACCOUNTS OF THE MAYOR AND COUNCIL MEMBERS FOR A  
DONATION TO THE COMMUNITY SERVICES UNITED CLEAN-UP & MURAL  
PAINTING COMMUNITY PARTY

**WHEREAS**, Councilmember Ben Bartlett has funds in his office expenditure account,  
and

**WHEREAS**, Community Services United, a non-profit organization, will receive funds for  
\$500 from Councilmember Ben Bartlett's office expenditure account; and

**WHEREAS**, Community Services United, a nonprofit, supports reducing waste and  
building community in South Berkeley, where the Little Free Store is located

**WHEREAS**, the provisions of such services would fulfill the municipal public purpose of  
reducing street litter and building stronger, more cohesive neighborhoods

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Berkeley that  
funds relinquished by the Mayor and Councilmembers from their office budgets, of an  
amount to be determined by each Councilmember, shall be granted to Berkeley Flea  
Market / Community Services United on behalf of the Little Free Store on June 30, 2026

Attachment 2:

Clean-Up +   
Mural Pizza  
PARTY!

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Join your neighbors at the  
Little Free Store for a Community  
Deep Clean Party, with Mural Painting  
for our new Community Boards + PIZZA!

Saturday July 25<sup>th</sup>

 ↪ 10:30am - 1:30 pm  
@ The Little Free Store 

sponsored by:  
Community Services United



**Igor Tregub**, Councilmember District 4

**Ben Bartlett**, Councilmember District 3

**Terry Taplin**, Councilmember District 2

CONSENT CALENDAR

June 30, 2026

To: Honorable Mayor and Members of the City Council

From: Councilmembers Igor Tregub (Author), Councilmember Bartlett (Co-Sponsor), Councilmember Taplin (Co-Sponsor)

Subject: Adopt a position of Support for California Senate Bill (SB) 1383 (Arreguín):  
Housing Development: Density Bonus: Labor Standards

RECOMMENDATION

Adopt a position of support for California Senate Bill (SB) 1383 (Arreguín), which would clarify that developers may not use concessions or incentives under California’s Density Bonus Law to waive or reduce local labor standards relating to wages, apprenticeship requirements, healthcare benefits, or working conditions, and distribute copies to California Governor Gavin Newsom, Senator Jesse Arreguín, and Assemblymember Buffy Wicks to support its passage.

POLICY COMMITTEE RECOMMENDATION

On June 8, 2026, the Land Use, Housing & Economic Development Committee adopted the following action: M/S/C (O’Keefe/Tregub) to send the item to the City Council with a qualified positive recommendation to approve the item including the revisions proposed by the author to remove the resolution and include a letter of support. Vote: Ayes – Tregub, O’Keefe; Noes – None; Abstain – None; Absent – Bartlett (recused due to Brown Act participation rules).

CURRENT SITUATION AND ITS EFFECTS

California’s Density Bonus Law (DBL) requires cities and counties to provide developers with increased density and regulatory concessions or incentives for qualifying housing

projects that include specified percentages of affordable housing units. Local jurisdictions are generally required to approve these requests unless they demonstrate at least one of a narrow set of findings supported by substantial evidence that the concession or incentive either does not produce actual and identifiable cost reductions for affordable housing, would create a specific adverse impact on public health, safety, or protected historical property that cannot be feasibly mitigated without making the project unaffordable, or would violate state or federal law.<sup>1</sup> Courts have interpreted Density Bonus Law broadly in recent years, limiting the ability of local governments to deny requested concessions and establishing presumptions in favor of developers seeking regulatory relief.<sup>2</sup>

As a result of these statutes and interpretations, housing developers in Berkeley have sought to use DBL concessions to exempt projects from the City's local labor standards adopted through the "Helping Achieve Responsible Development with Healthcare and Apprenticeship Training Standards" (HARD HATS) Ordinance.<sup>3</sup> Effective January 1, 2024, the HARD HATS ordinance requires certain housing and commercial development projects to use apprenticeship programs and provide employer-sponsored healthcare benefits for construction workers in order to improve the recruitment, training, and retention of skilled workers. City leaders have viewed these standards as essential to supporting construction quality, workforce development, and equitable economic opportunity within Berkeley's rapidly growing housing sector.

In two instances, Berkeley developers requested DBL concessions specifically to avoid compliance with these labor protections. The Berkeley Zoning Adjustments Board (ZAB) approved Use Permit #ZP 2024-0162 on 10/9/2025 and Use Permit #ZP2024-0182 on 11/13/2025. Both Use Permits were appealed by Weinberg, Roger & Rosenfeld on behalf of the Building and Construction Trades Council of Alameda County, AFL-CIO and the Northern California Carpenters Regional Council on 10/28/2025 and 12/1/2025, respectively. The City Council denied the appeals and affirmed the ZAB decisions on 2/23/2026 in part or in whole because the City's authority to deny such concessions is significantly limited.<sup>4</sup>

Labor organizations have raised concerns that DBL has been interpreted in ways that extend beyond its intended purpose and undermines worker protections adopted through local democratic processes. SB 1383 would clarify that local labor standards

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<sup>1</sup> Government Code Title 7, Division 1, Chapter 4.3, Section 65915 (d) (1)

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=65915&lawCode=GOV](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65915&lawCode=GOV)

<sup>2</sup> <https://www.hklaw.com/en/insights/publications/2022/06/california-courts-of-appeal-strengthen-density-bonus-law>

<sup>3</sup> <https://berkeley.municipal.codes/BMC/13.107.010>

<sup>4</sup> <https://berkeleyca.gov/sites/default/files/city-council-meetings/2026-02-23%20Special%20Annotated%20Agenda%20-%20Council.pdf>

remain enforceable for projects receiving DBL benefits, preserving local authority to establish minimum labor protections within the broader affordable housing framework. Supporters of SB 1383 argue that preserving labor standards supports long-term economic stability, worker safety, and construction quality. They also note that construction workers disproportionately rely on public assistance programs when wages and benefits are inadequate, creating broader fiscal impacts for the state.

As of April 29, 2026, no formal opposition to SB 1383 has been submitted. Supporters include the State Building & Construction Trades Council of California (Co-source); Western States Council of Sheet Metal Workers (Co-source); California Federation of Labor Unions, AFL-CIO; California Safety and Legislative Board, Smart – Transportation Division; California State Association of Electrical Workers; California State Pipe Trades Council; Construction Trades Workforce Initiative; District Council 16, International Union of Painters and Allied Trades; and Western States Council Sheet Metal, Air, Rail and Transportation.

### FINANCIAL IMPLICATIONS

Minimal staff time associated with outreach to the recipients.

### ENVIRONMENTAL SUSTAINABILITY

The City of Berkeley supports both affordable housing production and sustainable economic development. Ensuring a stable, well-trained construction workforce promotes high-quality infill development and long-term building performance. Supporting apprenticeship programs also advances workforce development pathways in the clean construction and green building sectors necessary to achieve California’s climate goals.

### CONTACT PERSON

Councilmember Igor Tregub, 510-981-7140, [itregub@berkeleyca.gov](mailto:itregub@berkeleyca.gov)

Olga Bolotina, Chief of Staff, [obolotina@berkeleyca.gov](mailto:obolotina@berkeleyca.gov)

Amy Johnson, Legislative Aide, [amjohnson@berkeleyca.gov](mailto:amjohnson@berkeleyca.gov)

### ATTACHMENTS

1. Proposed Language for Letter of Support
2. Fact Sheet

**Date:** June 30, 2026

**The Honorable Gavin Newsom**

Governor of California

**The Honorable Jesse Arreguín**

California State Senate

**The Honorable Buffy Wicks**

California State Assembly

**RE: Support for Senate Bill 1383 (Arreguín): Housing Development: Density Bonus: Labor Standards**

Dear Governor Newsom, Senator Arreguín, and Assemblymember Wicks:

The Berkeley City Council is writing to express our strong support for Senate Bill 1383 (Arreguín), which would amend the Density Bonus Law (DBL) to clarify that developers may not use concessions or incentives to waive or reduce local labor standards relating to wages, apprenticeship requirements, healthcare benefits, or working conditions.

California's Density Bonus Law serves an important purpose by encouraging the production of affordable housing through increased density and regulatory incentives. The City of Berkeley is dedicated to advancing affordable housing development and recognizes the critical role that DBL plays in helping communities meet their housing needs.

At the same time, Berkeley has adopted local policies designed to promote responsible development and protect construction workers. In 2023, the City enacted the Helping Achieve Responsible Development with Healthcare and Apprenticeship Training Standards (HARD HATS) Ordinance, which establishes apprenticeship and healthcare requirements for qualifying development projects. These standards support the recruitment, training, retention, safety, and economic stability of a skilled construction workforce while helping ensure high-quality construction and long-term community benefits.

In recent years, housing development projects in Berkeley have sought exemptions from these labor standards through Density Bonus Law concessions. Under existing state law and current interpretations, the City's ability to uphold these local labor protections has been constrained. SB 1383 provides a necessary clarification that local labor standards may not be waived through the density bonus process.

By preserving local authority to maintain labor standards while continuing to support affordable housing production, SB 1383 advances both housing and workforce

development goals. The bill recognizes that affordable housing and strong labor protections are complementary public priorities that can and should be pursued together.

For these reasons, the City of Berkeley strongly supports SB 1383 and respectfully urges its passage. Thank you for your leadership on this important issue and for your continued commitment to equitable housing and economic opportunity throughout California.

Sincerely,

Berkeley City Council

cc: Governor Gavin Newsom  
Senator Jesse Arreguín  
Assemblymember Buffy Wicks



CALIFORNIA STATE SENATOR

**Jesse Arreguín**

REPRESENTING SENATE DISTRICT 07

## SB 1383 – Housing development: density bonus: labor standards.

### SUMMARY

SB 1383 (Arreguín) clarifies California’s Density Bonus Law to ensure that essential construction labor standards cannot be waived when seeking concessions or incentives. The bill protects construction workers while maintaining the law’s goal of promoting affordable housing development.

### BACKGROUND

California’s Density Bonus Law was established to incentivize the development of affordable housing by allowing developers to receive concessions such as increased density, reduced parking requirements, or other regulatory relief. The intent of the law is to balance increased housing production with responsible development practices. However, recent cases have demonstrated that developers have attempted to use these concessions to bypass critical labor protections.

These labor standards, including prevailing wage laws, apprenticeship requirements, and employer-sponsored health care, are foundational to ensuring a skilled, safe, and fairly compensated construction workforce.

### PROBLEM

Recent misuse of the Density Bonus Law has allowed developers to request waivers from core local labor protections under the guise of regulatory concessions.

For example, in Berkeley, developers sought exemptions from prevailing wage requirements, apprenticeship standards, and health care protections. This creates several serious issues, including undermining worker safety and economic security, weakening workforce training pipelines, creating unfair competition by undercutting responsible contractors, and misinterpreting the original intent of the Density Bonus Law. Allowing these waivers ultimately

threatens the stability of California’s construction workforce and the quality of housing development.

### SOLUTION

SB 1383 restores the original intent of the Density Bonus Law by clarifying that concessions and incentives cannot include the waiver of essential labor standards. The bill preserves key labor standards that support fair compensation, workforce development, and essential protections for workers in the construction industry.

In doing so, SB 1383 prevents the misuse of density bonus concessions to erode critical worker protections and ensures that housing development can continue without compromising the safety, training, and economic security of the workforce responsible for building it.

### CONTACT

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[Luis.Amezcua@sen.ca.gov](mailto:Luis.Amezcua@sen.ca.gov)

### SUPPORT

(Co-Sponsors)  
State Building and Construction Trades Council  
Western States Council of Sheet Metal Workers



To: Honorable Mayor and Members of the City Council  
 From: Councilmember Shoshana O'Keefe (Author), Mayor Adena Ishii (Co-Sponsor), Councilmember Brent Blackaby (Co-Sponsor), and Councilmember Rashi Kesarwani (Co-Sponsor)  
 Subject: Solano Avenue Stroll: Co-Sponsorship and Relinquishment of Council Office Budget Funds to the General Fund and Grant of Such Funds to the Solano Avenue Association

#### RECOMMENDATION

Adopt a Resolution for the City of Berkeley to Co-Sponsor the 2026 Solano Avenue Stroll and approving the expenditure of an amount not to exceed \$25,000 per Councilmember from the D13 Discretionary Accounts of members of the Berkeley City Council, including a contribution of \$24,000 from Councilmember O'Keefe, \$5,000 from Mayor Ishii, and \$15,000 from Councilmember Blackaby, and inviting other members of the City Council to contribute to support the Solano Avenue Stroll with funds relinquished to the City's General Fund.

The relinquished funds will help support the Solano Avenue Association in producing the Solano Stroll – the largest free, family-friendly street fair in the East Bay. The 50<sup>th</sup> annual Solano Avenue Stroll will take place on September 13, 2026.

#### BACKGROUND

The Solano Avenue Association was formed in 1974 and achieved nonprofit status in 1983. The Association's signature annual event – the Solano Avenue Stroll – is an approximately one-mile long, 26-block closed-street festival, spanning Solano Avenue from the Alameda to San Pablo Avenue in both Berkeley and Albany. Attended by some 250,000 people each year, the Stroll is a free, family-friendly, smoke- and alcohol-free one-day event celebrating the vitality and diversity of the East Bay.

Typically, the Stroll features over 500 vendors, including 50 entertainers representing a wide variety of cultures, food from 50 booths and local restaurants representing cuisines from every continent, 150 government and non-profit agencies, 150 juried handcrafters, a 75-participant parade with local bands, performers, schools, and organizations, safe mechanical rides for children, and more. In 2000, the Solano Avenue Stroll became an official "Local Legacy," included in the United States Library of Congress with the help of Congresswoman Barbara Lee and was recognized as celebrating "America's rich diverse culture." Now approaching its

semicentennial, the Stroll has been sponsored with both services and funds by the Cities of Berkeley and Albany longer than the Solano Avenue Association has records.

The Solano Avenue Association produces the Stroll on a “shoestring” budget despite its size and complexity. While Berkeley historically provided in-kind services to the event, given the City’s ongoing structural deficit those services can no longer be proved at no cost.

Every dollar contributed directly offsets the Association's out-of-pocket costs of producing the Stroll, helping keep the event free and open to all. Councilmembers wishing to contribute may relinquish surplus funds from their Council Office Budget discretionary accounts to the City’s General Fund to be granted to the Solano Avenue Association.

#### ENVIRONMENTAL IMPACTS

The Solano Avenue Association works actively to minimize the environmental impact of the Stroll. In addition to regular AC Transit service, free event-day shuttles provide rides from the North Berkeley BART Station and up and down the length of Marin Avenue, making stops at intersections with stop lights on Marin. In the past, free valet bicycle parking has also been available.

Recycling and composting are part of the zero waste ethos of the event. In 2022, the Solano Avenue Association began requiring all vendors to provide only compostable bags and foodware, unless items are not available due to supply chain challenges, or for health and safety reasons (to avoid spilling of hot liquids, for example). Recycling and composting bins have and will continue to be provided along the entire route of the event.

#### FISCAL IMPACTS

The contributions authorized by this item have no additional General Fund impact, as those funds are available from contributing Councilmembers’ Council Office Budget discretionary accounts.

#### CONTACT

Councilmember Shoshana O’Keefe, [sokeefe@berkeleyca.gov](mailto:sokeefe@berkeleyca.gov)

#### ATTACHMENTS

1. Resolution

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

AUTHORIZING CO-SPONSORSHIP AND THE EXPENDITURE OF SURPLUS FUNDS FROM THE OFFICE EXPENSES ACCOUNTS OF MEMBERS OF THE BERKELEY CITY COUNCIL FOR A GRANT TO SUPPORT THE SOLANO AVENUE STROLL

WHEREAS, the Solano Avenue Stroll is an annual, inclusive, no-barrier, family-friendly outdoor celebration that is and always has been free to the public, and is the largest street fair in the east Bay, drawing crowds of up to 250,000 people over the course of a single day and spanning the cities of Berkeley and Albany; and

WHEREAS, the Solano Avenue Stroll, a nonprofit formed in 1974 produces the Stroll on a shoestring budget and relies on community and municipal support to keep the event free and open to all; and

WHEREAS, contributions from Councilmembers' discretion office budgets provide tangible support that helps offset the Association's out-of-pocket costs and ensure the continuation of this signature community event; and

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Berkeley that funds relinquished by the Mayor and Councilmembers from their discretionary office budgets, up to \$25,000 per office, shall be granted to the Solano Avenue Association in support of the Solano Avenue Stroll, with proceeds serving the public good.

BE IT FURTHER RESOLVED, that the City of Berkeley shall be an official Co-Sponsor of the Solano Avenue Association's 2026 Solano Avenue Stroll event, currently scheduled for Sunday, September 13, 2026.





**BEN BARTLETT**  
CITY COUNCILMEMBER, DISTRICT 3

**ACTION CALENDAR**

June 30, 2026

**To:** Honorable Mayor and Members of the City Council  
**From:** Councilmember Ben Bartlett (Author); Councilmember Terry Taplin (Co- Author)  
**Subject:** Priority Access Community Transportation (PACT): Establishing a Community Benefit Operational Design Domain (CB-ODD) Framework for Autonomous Shuttle Deployment in Berkeley That Serves Seniors, People with Disabilities, and Underserved Communities

**RECOMMENDATION**

Adopt the following actions:

1. Establish the Priority Access Community Transportation (PACT) initiative and refer to the Transportation Commission the task of advising on the PACT Community Benefit Operational Design Domain (CB-ODD) framework for autonomous shuttle deployment in the City of Berkeley, consistent with the goals, principles, and legal framework set forth in this item.
2. Direct the City Manager, in consultation with the City Attorney, Office of Economic Development, Transportation Commission, Commission on Aging, Commission on Disability, Community Health Commission, Alameda-Contra Costa Transit District (AC Transit), labor representatives, and community partners, to issue a competitive Request for Proposals seeking an industry partner, consultant team, or consortium to develop the core PACT implementation work products. The RFP shall invite proposers to compete for the opportunity to help Berkeley design a nationally visible, equity-centered autonomous mobility framework while reducing the burden on existing City staff capacity.
  - a. Proposed CB-ODD ordinance amending the Berkeley Municipal Code as necessary to authorize and govern the designation of Operational Design Domains within the City;
  - b. A model voluntary Community Benefit Agreement (CBA) template, to be executed at the operator's election as a condition of receiving preferential access to City-owned infrastructure, curb space, and loading zones, and not as a condition of operating autonomous passenger service in the City under state authority; including performance metrics, service obligations, enforcement mechanisms, and termination provisions;
  - c. A proposed Mobility Equity Grid identifying corridors, stops, and destinations where service shall be prioritized to reach seniors, persons with disabilities, low-income

- residents, transit deserts, medical facilities, pharmacies, grocery stores, and community centers;
- d. A proposed Mobility Equity Fund and enabling revenue mechanism, which may include a generally applicable business license tax on autonomous passenger service operators consistent with California Public Utilities Code section 5371.4 and Berkeley Municipal Code Chapter 9.04;
  - e. A proposed curb-management framework under California Vehicle Code sections 21101 and 22507 designating autonomous passenger loading zones and associated encroachment standards pursuant to Berkeley Municipal Code Chapter 16.18;
  - f. A proposed pilot program covering no fewer than two (2) commercial corridors and no more than two (2) initial operators; and
  - g. Proposed implementation budget, staffing model, and funding strategy that identifies which tasks can be performed by the selected proposer, which require limited City oversight, and which may be funded through operator participation, grants, philanthropic support, university partnerships, or other non-General Fund sources.
3. Direct staff to engage with AC Transit, Amalgamated Transit Union (ATU) Local 192, and workforce partners to ensure that PACT implementation supplements, and does not replace, fixed-route public transit service, and to propose transit-worker protections and workforce development pathways for transit employees, including integration with the Zero Emission Bus University (ZEBU) program.
  4. Adopt a policy of the Berkeley City Council supporting California state legislation that affirms and expands local authority over the deployment of autonomous passenger services, including the reintroduction and enactment of legislation similar to SB 915 (Cortese, 2023–2024), and direct the City Manager to communicate that support to the Berkeley legislative delegation.
  5. Adopt the policy finding that Berkeley’s curb space, passenger loading zones, rights-of-way, and city-owned mobility infrastructure shall be allocated to autonomous mobility operators on terms that advance community benefit, equity, public safety, climate resilience, and the preservation of public transit service.
  6. Direct the City Manager and the Office of Economic Development to include in the RFP an economic participation strategy that invites proposers to identify local hiring, apprenticeship pathways, per-trip contributions to the Mobility Equity Fund, private-sector funding, and partnerships with community-based organizations.

## **BACKGROUND AND CURRENT SITUATION**

Autonomous vehicle (AV) passenger service is no longer theoretical. In November 2025, the California Department of Motor Vehicles approved autonomous passenger deployment across the full nine-county San Francisco Bay Area, including the City of Berkeley.<sup>1</sup> Operators are planning commercial service on East Bay streets within the current calendar year. Berkeley therefore faces a choice that will shape the fabric of mobility in our city for a generation. The City can allow autonomous vehicles to deploy on whatever terms state regulators set, without local direction, or the City can act now to ensure that this technology, which will use our streets and our curb, serves our people.

This item establishes the framework for the second path. It creates Priority Access Community Transportation (PACT), implemented through a Community Benefit Operational Design Domain (CB-ODD): a structured, voluntary public-private exchange under which Berkeley allocates preferential access to city-owned mobility infrastructure in exchange for enforceable commitments to serve seniors, persons with disabilities, low-income residents, and communities presently underserved by existing transportation options. PACT positions Berkeley as the sponsor, standard-setter, and convener, while inviting industry and expert partners to compete for the opportunity to design the implementation details. Operators enter PACT by election, in consideration for preferential access to scarce city-owned assets; operators that do not enter PACT retain their full state-granted authority to operate in the City. Implementation through Competitive RFP. Berkeley does not need to perform all technical, financial, mapping, and operational design work internally. The City is fiscally constrained and understaffed, but it possesses something of real value: a high-profile opportunity to help define the next generation of public-interest autonomous mobility in a world-class university city. The PACT framework therefore directs the City Manager to issue a competitive RFP for an industry partner, consultant team, or consortium capable of developing the ordinance, CBA template, Mobility Equity Grid, curb-management framework, pilot design, implementation budget, and funding strategy for Council consideration. All implementation steps taken under PACT shall remain fully consistent with National Highway Traffic Safety Administration (“NHTSA”), California Department of Motor Vehicles (“DMV”), and California Public Utility Commission (“CPUC”) authority over autonomous vehicle safety, deployment, and passenger service, including all emergency-response and communication requirements under AB 1777

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<sup>1</sup>California DMV approval, November 2025, authorizing Waymo autonomous passenger service deployment across the 9-county San Francisco Bay Area, including Berkeley. See Berkeleyside, Waymo cleared by DMV to expand in Berkeley, Oakland and the Bay Area (Nov. 26, 2025), <https://www.berkeleyside.org/>.

(operative July 1, 2026). Nothing in this item shall impose operational, safety, communication, or other AV requirements beyond those established under state or federal law.

### **1. What Autonomous Shuttles Are, and Why They Are Arriving Now**

Autonomous vehicles are motor vehicles equipped with an Automated Driving System that performs the full dynamic driving task without human intervention within a specified *Operational Design Domain*, a defined envelope of geography, time of day, weather, roadway type, and speed in which the system is designed to operate safely.<sup>2</sup> An autonomous shuttle is a small-to-mid-size passenger AV operated as a shared, on-demand or scheduled service, typically electric, typically carrying between four and twelve passengers, and typically deployed along fixed corridors or within a defined service zone. Shuttles differ from private autonomous taxis in that they are structured as a public-serving mobility product rather than a point-to-point private hire.

Two decades of research, investment, and incremental deployment have brought this technology to the threshold of broad commercial use. The California Public Utilities Commission authorized driverless pilot programs beginning in 2020 and approved full commercial driverless passenger service in San Francisco in August 2023.<sup>3</sup> Deployment has since expanded to the Peninsula, San Jose, and, as of late 2025, the full Bay Area. Industry analysts and state regulators now treat autonomous shuttle and taxi service as a scaling consumer product, not a research trial. The question is not whether these vehicles will operate on Berkeley streets. The question is on what terms.

#### **The Safety Case for Autonomous Transport**

The primary case for autonomous mobility is safety. Safer roads are within reach. Each year, more than 40,000 lives are lost on U.S. roadways, with human error contributing to the overwhelming majority of serious crashes, according to the National Highway Traffic Safety Administration. Autonomous vehicles offer a different model of mobility, one grounded in consistency, focus, and continuous operation. They are designed to maintain attention at all times, follow rules precisely, and respond in milliseconds.

Data collected by in-market autonomous vehicle operators has shown significant improvements. As of 2025, one of the top autonomous vehicle operators had traveled about 56.7 million miles with no

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<sup>2</sup>Society of Automotive Engineers International, Recommended Practice J3016, Taxonomy and Definitions for Terms Related to On-Road Motor Vehicle Automated Driving Systems (June 2018, revised April 2021). The SAE standard defines Operational Design Domain as the operating conditions under which a given driving automation system is specifically designed to function.

<sup>3</sup>California Public Utilities Commission, Autonomous Vehicle Programs, including the Driverless Pilot (D.20-11-046) and Driverless Deployment Program (Resolution TL-19144, Aug. 10, 2023). <https://www.cpuc.ca.gov/regulatory-services/licensing/transportation-licensing-and-analysis-branch/autonomous-vehicle-programs>.

passengers inside the vehicle. This led to a decrease of roughly 91% in all serious injury or worse incidents compared to projections for human drivers operating within the same region and miles. In addition, this autonomous operator saw a drop of around 92% in bodily injury insurance claims, a drop of approximately 88% in property damage claims, a decline of about 92% in incidents involving pedestrians, and a decline of roughly 78% in incidents involving cyclists; again, when compared to human driver projections based on geography and miles.<sup>4</sup> A peer reviewed study published in *Traffic Injury Prevention in 2025* validated these findings through independent research methods.<sup>5</sup> The overall crash frequency for the autonomous vehicle operator is roughly .006-.007 crashes/million miles. This is less than half of the national average of 4.4 crashes/million miles for human drivers. These large increases in safety do not necessarily mean that we need to remove human oversight or eliminate use of buses. Rather they provide a basis for prioritizing the areas and populations which would benefit the most from autonomous operation, such as older adults who should not be driving, people with disabilities that impede their ability to operate a motor vehicle, and residents traveling during nighttime hours on corridors where pedestrian and cyclist safety remain a major problem.

## **2. Environmental and Economic Benefits**

The autonomous shuttle fleets proposed for Berkeley are electric. Electrified shared mobility reduces transportation sector greenhouse gas emissions by eliminating tailpipe emissions on every mile served. Automated driving (acceleration), braking, and routing can cut energy use per vehicle mile by 20 to 30 percent compared to conventional gas-powered internal combustion vehicles.<sup>6</sup> The shared nature of ride sharing can lower the need for people to have individual cars to get around because it allows multiple riders to be traveling at the same time; this will help to reduce both the amount of time that automobiles spend parked in our neighborhoods and free up land used for parking for other uses, such as housing or open spaces.

In 2009, Berkeley adopted its first Climate Action Plan, and in that document, the City called for a dramatic reduction in carbon dioxide emissions in the transportation sectors of the city and a

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<sup>4</sup>Waymo LLC, Safety Impact Hub (data through November 2025, 56.7 million rider-only miles). <https://waymo.com/safety/impact/>.

<sup>5</sup>Noah Goodall et al., Waymo Rider-Only Crash Rates Compared to Human Benchmarks, *Traffic Injury Prevention* (2025), <https://www.tandfonline.com/doi/full/10.1080/15389588.2025.2499887>.

<sup>6</sup>California Air Resources Board, *Automated Vehicles and Climate Policy* (2020), [https://ww2.arb.ca.gov/sites/default/files/2020-06/automated\\_vehicles\\_climate\\_july2014\\_final1.pdf](https://ww2.arb.ca.gov/sites/default/files/2020-06/automated_vehicles_climate_july2014_final1.pdf).

transition away from single-occupancy automobile travel.<sup>7</sup> CB-ODD advances those goals by directing a portion of emerging mobility investment toward the corridors, riders, and hours where it displaces the most single-occupancy driving and complements public transit. The environmental case is inseparable from the equity case. An autonomous fleet that serves only high-income commuters on high-demand corridors produces modest environmental gains; a fleet that serves seniors going to medical appointments, disabled residents going to groceries, and students going to late-night jobs produces larger climate benefits and larger social benefits at the same time. Economically, the deployment of autonomous mobility in Berkeley will generate demand for vehicle cleaning, charging infrastructure, depot operations, customer support, community liaison, accessibility training, and software and data operations. Each of these creates a pathway for local hiring and small-business contracting. CB-ODD requires participating operators to make commercially reasonable efforts to hire in Berkeley and surrounding communities and to partner with local workforce development organizations.

### **3. Berkeley's Demographics and the Case for a Mobility Safety Net**

Berkeley's population is approximately 121,749.<sup>8</sup> Approximately 16.7 percent of Berkeley residents (approximately 20,332 people) are aged sixty-five or older.<sup>9</sup> An additional share of residents aged sixty to sixty-four brings the total population most likely to experience age-related mobility limitation to more than one in five Berkeley residents.

Approximately 47 percent of disabled Berkeley residents are aged seventy-five or older, and approximately 37 percent of Berkeley residents aged seventy-five or older report ambulatory difficulty.<sup>10</sup> This is the population for whom a driver's license is no longer a reliable option and for whom a fifteen-minute walk to the nearest bus stop is no longer a feasible trip. The population whose health outcomes rely most heavily upon having consistent access to medical services via clinics, pharmacies, and grocery stores.

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<sup>7</sup>California Air Resources Board, Advanced Clean Cars II regulation (2022); City of Berkeley, Climate Action Plan (June 2, 2009), <https://berkeleyca.gov/your-government/our-work/adopted-plans/berkeley-climate-action-plan>.

<sup>8</sup>U.S. Census Bureau, American Community Survey, Berkeley city, California (QuickFacts, 2024 estimate). <https://www.census.gov/quickfacts/fact/table/berkeleycitycalifornia/PST045224>.

<sup>9</sup>Id. (residents age 65 and over, 16.7%).

<sup>10</sup>ACS data referenced in Northeast ADA Center, Disability Statistics (2021): approximately 47% of disabled Berkeley residents are age 75 and older; 37% of residents 75+ report ambulatory difficulty. <https://disabilitystatistics.org/>.

Poverty rate in Berkeley is approximately 17.8%.<sup>11</sup> Berkeley median household income is roughly \$108,558, a number that conceals some disparity; food-insecure homes, people juggling two part-time jobs, and students will rely on affordable transportation options that cost no greater than standard transit fare.

Roughly seventeen percent of Berkeley households lack a motor vehicle.<sup>12</sup> For these households, mobility is not a choice between driving and taking transit. It is a question of whether any option exists at all during a given hour of the day. When AC Transit reduces service on a hillside line, residents without cars do not have a backstop.

Together, these demographic characteristics illustrate a mobility-rich population in principle and a mobility-poor population in practice. Low-income workers whose shifts finish after the final bus runs, students who work late hours, seniors who have ceased driving, disabled citizens who never drove, and families lacking a second car populate the same void. The CB-ODD is intended to fill that void through exclusive service requirements rather than voluntary marketing efforts.

#### **4. Supplementing AC Transit, Not Replacing It**

Autonomous shuttle service in Berkeley shall supplement AC Transit. It shall not replace fixed-route bus service, and it shall not be used as a pretext to reduce service, eliminate routes, or displace transit workers. The Amalgamated Transit Union has demonstrated valid cause for concern regarding autonomous bus technologies and the labor impacts stemming from the rapid expansion of AV deployments.<sup>13</sup> Similarly, the City of Berkeley expresses similar concerns. Bus drivers are essential public employees and the backbone of mobility equity in Berkeley; as such, bus service needs to be preserved.

AC Transit's 2025 Realign service redesign rationalized frequency increases on demand corridors such as Line 52 while reducing frequency reductions on several hillside routes.<sup>14</sup> Where autonomous shuttles can provide value, but do not cannibalize core transit service, is in closing the gaps in hillside and off-hour service. An additional layer of small-vehicle on-demand service provided atop a robust fixed route network can take passengers from their starting point located within five or more

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<sup>11</sup>Id. (poverty rate 17.8%; median household income \$108,558).

<sup>12</sup>U.S. Census Bureau, American Community Survey, Berkeley, California, zero-vehicle households (approximately 17% of households do not have a motor vehicle available).

<sup>13</sup>Amalgamated Transit Union, The Impact of the Rise in Autonomous Vehicles on Transportation (policy position). <https://www.atu.org/media/in-transit/the-impact-of-the-rise-in-autonomous-vehicles-on-transportation>.

<sup>14</sup>AC Transit, Realign service restructuring (2025). See AC Transit, Realign project page and service changes.

blocks of a transit stop to and from transit centers and bridge the first-mile and last-mile gaps that result in so many residents using their personal automobiles.

The essential theory behind the Mobility Equity Grid are autonomous shuttles support buses and they do not compete against them. The Transportation Commission shall design the CB-ODD corridors to reinforce AC Transit ridership, to serve neighborhoods that lost service in Realign, and to provide late-night safety coverage that fixed-route service cannot efficiently provide. In addition, CB-ODD shall incorporate a workforce protection commitment that creates training and employment pathways for AC Transit workers, including through the existing Zero Emission Bus University partnership between AC Transit and ATU Local 192.<sup>15</sup>

### **5. Operational Design Domains and Why This Use Is Novel**

Operational Design Domain is a term of art in autonomous vehicle engineering. Under the Society of Automotive Engineers' Recommended Practice J3016, the ODD is the set of operating conditions under which a given driving automation system is specifically designed to function.<sup>16</sup> Traditionally, the ODD is defined by the vehicle manufacturer and approved by regulators as a technical safety envelope: the geography, the speed range, the weather conditions, and the roadway types within which the system is verified. The ODD, in other words, is an internal engineering constraint that operators disclose to state and federal regulators.

The Berkeley CB-ODD framework reverses this thinking. Under the framework, the City views the ODD as a municipal resource rather than as a privately developed engineering parameter. As long as operators require the City's permission to assign designated areas of passenger loading, to assign preferred curbside access within a particular ODD, the City possesses the ability to determine how it allocates this cooperation under terms that benefit it. The ODD then becomes a boundary within which the terms of a Community Benefits Agreement govern service obligations, equity commitments, data accountability, and workforce protections.

No other municipality in California has employed the ODD concept in this manner. The novelty is not in asserting regulatory authority that the City does not have. The novelty is in recognizing that a private engineering concept, once disclosed, becomes a public planning instrument when overlaid on the City's own streets and curb. This is what is central to the CB-ODD framework.

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<sup>15</sup>AC Transit and ATU Local 192, Zero Emission Bus University (ZEBU). <https://www.atu.org/media/blog/2024/local-192-oakland-ca-and-ac-transit-launched-the-nations-first-transit-collegiate-partnership-zero-emission-bus-university-zebu>.

<sup>16</sup>

## **6. The Legal Landscape: versus Local Authority**

As an initial matter, the state regulates deployment, insurance, safety, and service-certification requirements. For example, the California Department of Motor Vehicles, under Vehicle Code section 38750 and Title 13 of the California Code of Regulations, issues autonomous vehicle testing and deployment permits and sets vehicle safety standards.<sup>17</sup> Next, the California Public Utilities Commission, under the Passenger Charter-Party Carriers' Act (Public Utilities Code section 5351 et seq.) and its Driverless Pilot and Driverless Deployment decisions, certifies autonomous passenger service and sets insurance, safety, and service-certification requirements.<sup>18</sup> AB 1777 (Ting, 2023–2024), effective as of July 1, 2026 imposes specific operational responsibilities on AV operators related to emergency response and disengagement; currently represents the apex of state-based operational regulations applicable to AVs.<sup>19</sup>

Therefore, the CB-ODD would be directed to rely on the following local authorities:

it stands, the state

CB-ODD relies on the following local authorities:

- a. The **first** and most important is the City's authority over curb and loading zones. Vehicle Code sections 21101 and 22507 expressly authorize local authorities to designate passenger loading zones, stopping restrictions, and preferential parking zones on local streets.<sup>20</sup>
- b. The **second** is encroachment and use of the public right-of-way for physical infrastructure. Any depot, charging station, kiosk, branded stop, or sensor mounted on city property requires a city encroachment permit under Berkeley Municipal Code Chapter 16.18.<sup>21</sup>
- c. The **third** is the generally applicable business license tax. Public Utilities Code section 5371.4 forbids cities from imposing *fees* on charter-party carriers operating limousines,

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<sup>17</sup>California Vehicle Code § 38750 (autonomous vehicle testing and deployment, administered by the Department of Motor Vehicles); 13 Cal. Code Regs. §§ 227.00 et seq.

<sup>18</sup>

<sup>19</sup>AB 1777 (Ting, 2023-2024), Autonomous Vehicles: Emergency Response and Disengagement. Signed September 27, 2024; operative July 1, 2026. [https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\\_id=202320240AB1777](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB1777).

<sup>20</sup>

<sup>21</sup>Berkeley Municipal Code Ch. 16.18 (Public Right-of-Way Encroachments and Permits). <https://berkeley.municipal.codes/BMC/16.18>.

but expressly authorizes cities to impose business license fees, and to adopt and enforce reasonable rules, for any charter-party carrier domiciled or maintaining a business office within the jurisdiction.<sup>22</sup> Berkeley already administers a Transportation Network Company User Tax (BMC Chapter 7.71)<sup>23</sup> and a vehicle-for-hire business license framework (BMC Chapter 9.04).<sup>24</sup>

- d. The **fourth** is the City's role as owner/operator/allocator of its own assets. Curb space, passenger loading zones, city-owned parking, and publicly held land are city property.

## **7. The PACT Framework in Detail**

### **a. Designation of Operational Design Domains.**

The selected proposer, working under City direction and in consultation with the Transportation Commission, shall prepare proposed initial ODD boundaries for City Council consideration. Candidate corridors include Shattuck Avenue, Telegraph Avenue, San Pablo Avenue, University Avenue, Solano Avenue, College Avenue, Ashby Avenue, and Sacramento Street, together with connector routes serving the North Berkeley, Downtown Berkeley, and Ashby BART stations, Alta Bates Summit Medical Center, Berkeley City College, and the UC Berkeley campus edge. Each CB-ODD Operator shall, to the extent permitted by law, establish specific geographically defined areas of service, operating times, permissible vehicle speeds based upon the applicable provisions of the Vehicle Code, and designated passenger pick-up/drop-off locations.

### **b. Community Benefit Agreement (Voluntary)**

Each operator **seeking preferential access** shall voluntarily execute a Community Benefit Agreement with the City. Execution of the CBA is **not** a condition of operating autonomous passenger service in Berkeley under state authority, and no operator is compelled to enter the CBA in order to serve the City. The CBA is offered to, and accepted at the election of, operators that seek preferential access to City-owned infrastructure and curb space. The CBA shall include, at a minimum:

- i. **Priority Population service.** A percentage of service hours, to be recommended by the Transportation Commission and consistent with operational feasibility,

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<sup>22</sup>Cal. Pub. Util. Code § 5371.4 (limitations on local regulation of charter-party carriers; authorizing local business license fees and reasonable rules for carriers domiciled or maintaining a business office within the local jurisdiction).

<sup>23</sup>Berkeley Municipal Code Ch. 7.71 (Transportation Network Company User Tax). <https://berkeley.municipal.codes/BMC/7.71>.

<sup>24</sup>Berkeley Municipal Code Ch. 9.04 (Business License; Vehicles for Hire). <https://berkeley.municipal.codes/BMC/9.04>.

dedicated to serving seniors, persons with disabilities, and low-income residents. Accessibility to booking, including non-smartphone booking, live human customer support, and accommodations for riders with disabilities, shall be required.

- ii. **Essential Destination coverage.** Service shall be available to grocery stores, pharmacies, medical facilities, community centers, and transit hubs identified on the Mobility Equity Grid. Service availability shall be maintained during peak need periods, including early morning and late evening hours.
- iii. **Accessibility.** Vehicles and booking systems shall meet all applicable Americans with Disabilities Act requirements. Booking alternatives for riders without smartphones shall be provided.
- iv. **Affordability.** Participating operators shall accept, at face value, vouchers or subsidies issued under the Mobility Equity Fund. This is a condition on the use of a city-funded subsidy program, and not a fare mandate.
- v. **Data sharing.** Operators shall provide aggregated and anonymized data on trip volumes, wait times, coverage, and service to Priority Populations. All data sharing shall exclude personally identifiable information and shall be limited to planning and evaluation purposes.
- vi. **Economic participation.** Operators shall make commercially reasonable efforts to hire locally, partner with workforce development organizations, and provide training pathways for transit workers.
- vii. **Performance metrics and cure.** A written Cure Notice may be sent by the City to each CB-ODD Operator for failure to achieve established performance metrics. If the recipient fails to correct the deficiencies identified in the Cure Notice, the City may suspend or terminate the preferential access rights granted by the City to said Operator(s), but said Operator(s) shall continue to have the right to use their State Authority to operate in Berkeley.

c. **Mobility Equity Grid.**

The selected proposer shall develop a proposed Mobility Equity Grid based upon input from staff, the Commissions on Aging, Disability, Community Health, and local organizations serving seniors, disabled residents, low-income residents, students, and transit-dependent communities. The Grid shall include geospatial indicators such as senior population density,

disability prevalence, zero-vehicle households, low-income residences, distance from fixed-route transit, proximity to essential services, food-insecure households, night-shift worker density, and student housing density. The Grid shall be presented to the Transportation Commission and City Council as the proposed Service Area Map for participating CB-ODD Operators.

**d. Mobility Equity Fund and Revenue Mechanism.**

The selected proposer shall analyze and recommend a proposed Mobility Equity Fund and enabling revenue mechanism, subject to review by the City Attorney, Finance Department, Transportation Commission, and City Council. The revenue mechanism may include a generally applicable business license tax on autonomous passenger service operators domiciled or maintaining a business office in Berkeley, consistent with Public Utilities Code section 5371.4 and Berkeley Municipal Code Chapter 9.04. Revenues shall be dedicated to a PACT Mobility Equity Fund, which shall finance voucher subsidies for Priority Populations, accessible booking support, and the administrative costs of oversight. The proposer may also evaluate voluntary per-trip community contributions, grants, philanthropic support, university partnerships, and other non-General Fund sources.

**e. Curb and Right-of-Way Management.**

The selected proposer shall prepare a proposed curb and right-of-way management framework for staff, Transportation Commission, and Council review. The framework shall identify candidate autonomous passenger loading zones on PACT corridors under Vehicle Code sections 21101 and 22507, and shall evaluate encroachment standards for branded stops, shelters, charging infrastructure, and related facilities under Berkeley Municipal Code Chapter 16.18. Consistent with the San Francisco Municipal Transportation Agency's Digital Curb Program and other California models, the proposal should include a method for maintaining an updated database of curb usage and related regulatory requirements.

**f. Enforcement, Monitoring, and Sunset.**

Monthly performance reporting shall be submitted by all participating CB-ODD Operators during the Pilot Phase, and thereafter on a quarterly basis. Non-compliance with agreed upon metrics may result in corrective actions being taken against the non-performing Operator(s). The ultimate enforcement mechanism would be to revoke or modify the preferential access to curb space provided to the offending party. The PACT Ordinance passed by Council shall contain a Sunset Provision which would automatically expire three

years after it takes effect. The Council may choose to extend/renew the Ordinance prior to its expiration date based upon a report prepared by staff regarding equity results/outcomes, safety results/outcomes, effects on AC Transit Ridership levels, and revenue generated.

### **8. Political Framing and Stakeholder Alignment**

PACT is designed to succeed politically, legally, and administratively. The framework is an affirmative choice to direct innovation toward public good, while recognizing Berkeley's fiscal and staffing constraints. The City sets the vision, guardrails, and public-interest terms; industry and expert teams compete to help build the implementation architecture. The framing is that government is neither blocking innovation nor carrying the entire implementation burden. Government is directing innovation toward the people who need it most and inviting the market to compete for a high-profile civic opportunity.

The Framework respects labor. It clearly states no intention to supplant bus operations or to displace transit employees. It incorporates an existing training program between AC Transit and ATU Local 192 known as ZEBU. Finally, it affirms a commitment to developing work force paths that ensure that as technological advancements occur in transportation, Berkeley can maintain a fully intact transit work force.<sup>25</sup>

The Framework respects equity. As intended, the Mobility Equity Grid will prioritize routes for autonomous service to those who are currently most disadvantaged by our current system.

Equitable outcomes (as well as safety and ridership) will be monitored just as closely as any other aspect of the Framework.

### **FISCAL IMPACTS**

This item directs the City Manager to structure implementation through a competitive RFP rather than requiring City staff and commissions to perform the full technical, financial, mapping, and operational design work internally. The item does not, of itself, appropriate funds. Staff time associated with RFP preparation, City Attorney legal review, Transportation Commission consultation, community engagement, and proposer evaluation is expected to be more limited than an internally developed program. The RFP should request proposers to identify a practical implementation budget and funding strategy, including operator participation, grants, philanthropic support, university partnerships, and other non-General Fund sources where feasible.

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The Framework respects innovation. By providing participating operators and implementation partners with clear policy direction, a live civic testing environment, and an institutionalized relationship with a world-class university city, Berkeley can create an inviting and competitive environment for responsible autonomous passenger service operators, technology partners, and civic mobility experts to design new models of public-interest transportation.

### **ENVIRONMENTAL SUSTAINABILITY**

PACT advances Berkeley's Climate Action Plan and the City's longstanding mode-shift goals.<sup>26</sup>

Autonomous shuttles deployed in Berkeley are, and under PACT will be required to be, electric. By directing autonomous deployment toward first-mile and last-mile feeders to AC Transit and toward trips that currently require a private car, PACT is expected to reduce single-occupancy vehicle miles traveled, reduce transportation emissions, and reduce demand for on-street parking. The Mobility Equity Grid shall be designed with environmental benefit as a co-equal criterion alongside equity.

Additionally, the California Environmental Quality Act does not apply to this referral because it does not constitute a "project" under the statute pursuant to Public Resources Code Section 21065.

### **RATIONALE FOR RECOMMENDATION**

Berkeley has a narrow window to shape autonomous mobility before it defines the future of our streets. The technology is here. The demographic case is compelling. The City also faces real fiscal and staffing constraints, which is why the PACT framework uses a competitive RFP to bring industry capacity, technical expertise, and implementation resources to the table. A financial plan detailing projected revenues, expenses, staffing needs, and potential non-General Fund funding sources should be included in the implementation recommendations returned to Council.

The PACT framework is, by design, voluntary. No operator is required to execute a Community Benefit Agreement as a condition of providing autonomous passenger service in Berkeley. All enforceable service obligations made by operators under PACT arise solely out of each operator's decision to elect participation in order to gain preferred access to utilize City owned curb spaces.

### **ALTERNATIVE ACTIONS CONSIDERED**

1. Relying solely on state frameworks and allowing autonomous deployment to proceed without local alignment. This approach limits Berkeley's ability to direct outcomes toward equity, safety, public transit support, and community benefit.

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2. Waiting for additional state legislation before acting. Given the 2024 veto of SB 915 and uncertainty around the timing of future legislation, this approach delays local alignment while deployment proceeds. PACT uses existing City authority now while supporting expanded local authority at the state level.

**CONTACT PERSON**

|                            |                |
|----------------------------|----------------|
| Councilmember Ben Bartlett | (510) 981-7130 |
| Councilmember Terry Taplin | (510) 981-7120 |
| James Chang                | (510) 981-7131 |

**ATTACHMENTS**

1. PACT Initiative: Self Driving Shuttles for Public Good [VIDEO]
2. Executive Summary: Priority Access Community Transportation (PACT)  
Community Benefit Operational Design Domain Framework for Autonomous Shuttle  
Deployment in Berkeley
3. Potential non-exhaustive list of Draft Exhibits to a PACT Community Benefit Agreement (Model  
Template) [to be refined through the competitive RFP process, Transportation Commission  
review, and City Attorney analysis]

Attachment 1



PACT Initiative: Self Driving Shuttles for Public Good [VIDEO]:

<https://youtu.be/AVNXZbZwKHY>

Attachment 2**Executive Summary****Priority Access Community Transportation (PACT)****Community Benefit Operational Design Domain Framework for Autonomous Shuttle Deployment in Berkeley**

Berkeley has a timely opportunity to shape how autonomous mobility enters the City. By acting now, Berkeley can ensure this technology is integrated into our streets, curb space, and transportation network in a way that serves the public good.

Autonomous passenger service is moving from experimental deployment to commercial operation across the Bay Area, including Berkeley. PACT establishes a local framework to ensure that this new mobility layer advances safety, equity, public transit, climate goals, and community benefit.

The PACT initiative would create a **Community Benefit Operational Design Domain**, or **CB-ODD**, for autonomous shuttle deployment. Traditionally, an Operational Design Domain is a technical term used by autonomous vehicle operators to define where and under what conditions their vehicles can safely operate. Berkeley's innovation is to treat that same concept as a public planning tool. The City would use its authority over curb space, loading zones, right-of-way, city-owned infrastructure, and local economic development to direct autonomous shuttle service toward public needs.

PACT is built around a voluntary exchange. Autonomous mobility operators that already hold state authorization may continue operating under state law. However, operators that want preferential access to City-controlled assets, such as designated loading zones, curb space, branded stops, or supporting infrastructure, would voluntarily enter into a Community Benefit Agreement with the City. In exchange, they would commit to serving seniors, people with disabilities, low-income residents, zero-vehicle households, and underserved neighborhoods.

The framework is designed to work within California's existing legal structure. The City would not attempt to license autonomous vehicle operation, regulate vehicle safety, set fares, or otherwise duplicate state authority. Instead, Berkeley would act through retained local powers, including curb management, encroachment permitting, business license taxation where legally available, allocation of municipal assets, and voluntary contracting. This approach allows Berkeley to shape deployment consistent with its local authority.

The PACT framework would direct the City Manager to issue a competitive Request for Proposals seeking an industry partner or consultant team to develop the Community Benefit

Operational Design Domain. This approach recognizes Berkeley's current fiscal and staffing constraints while using the City's high-profile position, university ecosystem, and national leadership on civic innovation to attract private-sector expertise and competition.

The selected proposer would be asked to develop, in consultation with relevant City departments, commissions, AC Transit, labor representatives, community partners, and autonomous mobility operators, the following deliverables:

1. A proposed CB-ODD ordinance for Berkeley.
2. A model voluntary Community Benefit Agreement for participating operators.
3. A Mobility Equity Grid identifying priority corridors, stops, and destinations.
4. A Mobility Equity Fund and revenue mechanism to support subsidized rides and access.
5. A curb-management framework for autonomous passenger loading zones.
6. A pilot program covering at least two commercial corridors and no more than two initial operators.

The Mobility Equity Grid is central to the proposal. It would identify areas where autonomous shuttle service can provide the greatest public benefit, including routes serving senior centers, medical facilities, pharmacies, grocery stores, transit hubs, hillside neighborhoods, low-income communities, zero-vehicle households, and areas affected by transit service gaps. The goal is to ensure autonomous mobility supports residents who face the greatest transportation barriers.

PACT also affirms that autonomous shuttle service should **supplement, not replace, AC Transit**. The framework calls for coordination with AC Transit, ATU Local 192, and workforce partners to protect fixed-route bus service, support transit workers, and create workforce development pathways connected to emerging transportation technologies, including Zero Emission Bus University.

The safety case for autonomous mobility is significant. The policy draft cites national traffic fatality data and emerging autonomous vehicle safety research showing substantial reductions in serious injury crashes, bodily injury claims, pedestrian incidents, cyclist incidents, and property damage claims when compared with human-driver benchmarks. PACT uses that safety potential as a reason to prioritize service for older adults, disabled riders, late-night travelers, and residents in areas where traffic safety remains a serious concern.

The environmental and economic case is also substantial. Because autonomous shuttle fleets are expected to be electric, shared, and route-optimized, they can help reduce vehicle miles traveled, emissions, and demand for private car ownership. PACT links this deployment to Berkeley's Climate Action Plan and mode-shift goals. It also creates opportunities for local hiring, depot operations, vehicle maintenance, charging infrastructure, customer service, accessibility support, and small-business participation.

The policy choice before Berkeley is clear. The City can rely solely on state deployment frameworks and allow autonomous mobility to develop without local alignment, or it can use its existing municipal authority to create a public-interest framework. PACT chooses the second path. It positions Berkeley as a national leader in community-centered autonomous mobility by aligning innovation with safety, equity, climate resilience, labor protection, and civic value.

**Bottom line:** PACT gives Berkeley a practical and legally grounded way to say: autonomous mobility is welcome here when it serves the public good.

Attachment 3

**[DRAFT]**

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MODEL TEMPLATE • ATTACHMENT 1 TO COUNCIL ITEM OF MAY 12, 2026 • SUBJECT TO COMPETITIVE RFP REFINEMENT,  
TRANSPORTATION COMMISSION REVIEW, AND CITY ATTORNEY ANALYSIS

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## COMMUNITY BENEFIT AGREEMENT

*Priority Access Community Transportation (PACT)*

*Community Benefit Operational Design Domain (CB-ODD) Framework*

*City of Berkeley, California*

This **Community Benefit Agreement** (this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between the **City of Berkeley**, a charter city and municipal corporation of the State of California (the “**City**”), and [**Operator Legal Name**], a [State of formation] [entity type] with principal place of business at [address] (“**Operator**”). The City and Operator are each a “**Party**” and together the “**Parties**.”

### **RECITALS**

- A.** The City of Berkeley (“Berkeley”) has established the **Priority Access Community Transportation (PACT)** initiative, implemented through the **Community Benefit Operational Design Domain (CB-ODD)** framework, by action of the City Council on May 12, 2026, for the purpose of directing autonomous passenger mobility resources toward seniors, persons with disabilities, low-income residents, and communities presently underserved by existing transportation options.
- B.** Operator holds all currently required State authorizations to provide autonomous passenger service, including without limitation applicable authority under the California Department of Motor Vehicles’ autonomous vehicle regulations (Vehicle Code section 38750 and 13 C.C.R. sections 227.00 et seq.) and the California Public Utilities Commission’s Passenger Charter-Party Carriers’ Act (Public Utilities Code section 5351 et seq.) and associated decisions, including the Driverless Deployment Program.
- C.** The City owns, controls, and allocates scarce infrastructure and right-of-way assets, including curb space, passenger loading zones, encroachment rights, branded stop locations, and other city-owned mobility infrastructure (collectively, the “**Preferential Access Assets**”). The City allocates Preferential Access Assets in its proprietary and market-participant capacity as owner of municipal property, and not

in its regulatory capacity as to the underlying operation of autonomous passenger service, which is governed by State authority.

**D.** Operator desires to receive Preferential Access to the Preferential Access Assets in exchange for voluntarily undertaking the community-benefit commitments set forth in this Agreement. The City desires to allocate Preferential Access on the terms set forth herein in order to advance the PACT objectives.

**E.** Execution of this Agreement is **entirely voluntary** on the part of Operator. Nothing in this Agreement is, or is intended to be, a condition of Operator's right to provide autonomous passenger service in the City of Berkeley under State authority. An operator that does not enter into this Agreement (or any comparable agreement with the City) retains its full State-granted authority to operate on Berkeley streets; such an operator simply will not receive the Preferential Access allocated to participating operators under PACT.

**F.** The Parties intend this Agreement to be construed as a voluntary contract between sovereign owner and willing market participant, and **not** as a local permit, license, franchise, or regulation of autonomous passenger service. The Parties acknowledge that the consideration flowing to Operator is the preferential allocation of City-owned assets, and the consideration flowing to the City is the voluntary undertaking of community-benefit commitments.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **ARTICLE 1. DEFINITIONS**

Capitalized terms used in this Agreement have the meanings set forth below. Terms defined elsewhere in this Agreement have the meanings given in context.

**1.1 Accessibility Standards.** The Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., together with its implementing regulations and any California accessibility standards that apply to transportation services, each as amended.

**1.2 Autonomous Passenger Service.** Passenger transportation service provided by a vehicle equipped with an Automated Driving System operated without a human driver in the vehicle, as authorized by the DMV and the CPUC.

**1.3 CBA Term.** The period defined in Section 4.1.

**1.4 City Liaison.** The individual designated by the City Manager's Office to administer this Agreement.

**1.5 CPUC.** The California Public Utilities Commission.

- 1.6 DMV.** The California Department of Motor Vehicles.
- 1.7 Essential Destinations.** The destinations identified on **Exhibit E** (as updated from time to time by the City), including grocery stores, pharmacies, medical facilities, community centers, senior centers, libraries, schools, and transit hubs.
- 1.8 Mobility Equity Fund.** The City-administered fund established by ordinance to finance voucher subsidies for Priority Populations, accessibility support, and oversight administration.
- 1.9 Mobility Equity Grid.** The geospatial service priority map set forth in **Exhibit C**, which identifies corridors, stops, and destinations where service under this Agreement is to be prioritized.
- 1.10 Operational Design Domain or ODD.** The operating conditions (including geography, time-of-day, speed, weather, and roadway type) within which Operator is authorized and designed to provide Autonomous Passenger Service, as disclosed to the State and as further specified for purposes of this Agreement in **Exhibit A**.
- 1.11 Preferential Access.** The allocation by the City to Operator of access to the Preferential Access Assets on the terms set forth in Article 2.
- 1.12 Preferential Access Assets.** The City-owned and City-controlled infrastructure and rights-of-way allocated to Operator under this Agreement, including designated Autonomous Passenger Loading Zones, curb frontage, encroachment rights for branded stops and supporting infrastructure, and any other City-controlled asset specifically identified on **Exhibit B** or subsequently designated by the City.
- 1.13 Priority Populations.** The populations defined in **Exhibit D**, including, without limitation: (a) residents aged 65 or older; (b) persons with disabilities; (c) low-income residents (defined by reference to area median income); (d) residents of zero-vehicle households; and (e) any additional populations identified by the City as underserved for purposes of PACT.
- 1.14 Priority Population Service Share.** The minimum portion of Operator's service hours, trips, or seat-hours (as measured under **Exhibit F**) dedicated to Priority Populations, as set forth in Section 9.1.
- 1.15 Service Commencement Date.** The date on which Operator first provides Autonomous Passenger Service under this Agreement within the ODD.

## **ARTICLE 2. VOLUNTARY CHARACTER; PROPRIETARY ALLOCATION; RESERVED STATE AUTHORITY**

- 2.1 Voluntary Agreement.** Operator enters into this Agreement voluntarily, for the purpose of receiving Preferential Access to the Preferential Access Assets. Operator acknowledges and

agrees that nothing in this Agreement is required of Operator as a condition of providing Autonomous Passenger Service in the City under State authority.

**2.2 Proprietary Allocation.** The City allocates Preferential Access to the Preferential Access Assets in its proprietary and market-participant capacity as owner of City property. The Parties intend this Agreement to be construed as a contract regarding use of City-owned assets and not as a regulation of Operator's underlying service.

**2.3 Reserved State Authority.** Nothing in this Agreement shall be construed to modify, limit, condition, or impair Operator's rights and authorizations granted by the DMV, the CPUC, or any other State or federal agency with jurisdiction over Autonomous Passenger Service. In the event of any conflict between this Agreement and any State or federal law, regulation, or authorization applicable to Operator, the State or federal authority shall control and the relevant provisions of this Agreement shall be read narrowly to preserve the State or federal authority intact.

**2.4 Non-Participating Operators.** For the avoidance of doubt, operators that do not execute this Agreement (or any comparable PACT agreement with the City) retain their full State-granted authority to operate on City streets. Non-participating operators are not eligible to receive Preferential Access to the Preferential Access Assets but are not restricted by this Agreement in any other respect.

**2.5 No Local License.** This Agreement does not constitute a local permit, license, certificate, or franchise for the operation of Autonomous Passenger Service, and shall not be construed as authorizing the City to condition the operation of Autonomous Passenger Service on any term of this Agreement.

### **ARTICLE 3. TERM; RENEWAL; SUNSET**

**3.1 Initial Term.** This Agreement becomes effective on the date indicated above as the "Effective Date" and continues for an initial three (3)-year term unless sooner terminated according to Article 8.

**3.2 Renewal.** This Agreement may be renewed for successive one-year periods upon mutual written agreement of the Parties, subject to City Council reauthorization of the PACT ordinance and such amendments to this Agreement as the Parties may agree.

**3.3 PACT Sunset.** In the event the City Council allows the PACT ordinance to sunset without reauthorization, this Agreement shall terminate on the sunset date, and the Parties' rights and obligations shall be determined in accordance with Section 8.5 (Effects of Termination).

### **ARTICLE 4. CITY COMMITMENTS: PREFERENTIAL ACCESS**

- 4.1 Designation of ODD.** The City shall designate the ODD applicable to Operator’s service under this Agreement, as set forth in Exhibit A. The ODD can be changed at any time by written amendment signed by both parties to the Agreement.
- 4.2 Autonomous Passenger Loading Zones.** The City designates the Autonomous Passenger Loading Zones, which were listed on Exhibit B, to be used by the Operator’s vehicle fleet to facilitate safe boarding and deboarding of passengers, in accordance with Vehicle Code Sections 21101 and 22507. The City shall give reasonable consideration to Operator’s requests to add, relocate, or modify designated loading zones, consistent with overall curb management objectives and the safety of all users of the public right-of-way.
- 4.3 Encroachment Permits.** The City shall review and act upon Operator’s applications for encroachment permits for branded stops, passenger shelters, charging infrastructure, and ancillary operational infrastructure under Berkeley Municipal Code Chapter 16.18 on an expedited basis, and shall treat Operator’s participation in PACT as a material factor in the City’s discretionary review.
- 4.4 Coordination and Liaison.** The City shall designate a City Liaison to serve as Operator’s primary point of contact for all PACT matters. The Liaison shall coordinate with Berkeley Police Department, Berkeley Fire Department, Public Works, and Office of Economic Development as necessary to support safe and efficient operations under this Agreement.
- 4.5 Promotion and Co-Branding.** The City may promote PACT and participating Operators through its communications channels. The City shall not endorse any individual Operator over another participating Operator for competitive purposes.

**ARTICLE 5. OPERATOR COMMITMENTS: COMMUNITY BENEFITS**

**5.A. Priority Population Service**

- 5.1 Priority Population Service Share.** During each calendar quarter, Operator shall devote no less than [ ]% of its Qualifying Service, as measured under **Exhibit F**, to trips originating or terminating within a Mobility Equity Grid priority zone, or serving a Priority Population rider as identified through the Mobility Equity Fund or other verified means. The specific percentage shall be set by the City, in consultation with Operator, based on operational feasibility and equity objectives.
- 5.2 Outreach and Enrollment.** Operator shall cooperate with the City, the Commission on Aging, the Commission on Disability, the Community Health Commission, and community-based organizations to conduct outreach and enrollment to Priority Populations, including through non-digital channels.

## **5.B. Essential Destination Coverage**

**5.3 Essential Destination Service.** Operator shall provide service to and from each Essential Destination identified on **Exhibit E** that falls within the ODD, on a schedule and frequency to be set forth in **Exhibit F**. Operator shall give particular attention to maintaining service to Essential Destinations during early-morning, late-evening, and weekend hours when fixed-route transit service is reduced.

**5.4 Medical Access.** Operator shall prioritize, within operational feasibility, requests for service originating from or terminating at medical facilities identified on **Exhibit E**, including Alta Bates Summit Medical Center and designated community health clinics.

## **5.C. Accessibility**

**5.5 ADA Compliance.** Operator shall comply with all Accessibility Standards applicable to Operator's vehicles, booking platform, customer-facing communications, and physical infrastructure.

**5.6 Non-Smartphone Booking.** Operator provides a phone-based booking system, manned by a human customer service representative during business hours, to permit any customer to book, modify, or cancel a trip without needing a cell phone or access to the internet. Wait times on the telephone booking channel shall not materially exceed wait times on Operator's digital channels.

**5.7 Vehicle Accessibility.** Operator shall deploy in its Berkeley fleet a number of wheelchair-accessible vehicles (WAVs) sufficient to meet demand from riders requiring WAV service with substantially comparable wait times to standard service. Operator shall track and report WAV wait times separately in its performance reports.

**5.8 Service Animals and Mobility Devices.** Operator's service shall accommodate service animals and mobility devices as required by law, and Operator's riders shall not be assessed any surcharge for either.

## **5.D. Affordability**

**5.9 Mobility Equity Fund Vouchers.** Operator shall accept at face value, as full payment or partial payment of the otherwise-applicable fare, any voucher or subsidy issued by the Mobility Equity Fund. Operator shall make no distinction in service quality, wait time, or vehicle assignment between voucher-paid and cash-or-card-paid trips. The acceptance of Mobility Equity Fund vouchers is a condition of participation in the City-funded Mobility Equity Fund subsidy program and is not a general fare mandate.

**5.10 Reduced-Fare Programs.** Operator shall participate in any reduced-fare program for seniors, persons with disabilities, or low-income riders that the City, AC Transit, or a regional partner may establish and to which Operator elects to participate, on commercially reasonable terms to be set by mutual agreement.

#### **5.E. Data Sharing**

**5.11 Required Data.** Operator shall provide to the City aggregated and anonymized operational data, in a format to be specified in **Exhibit G**, including: (a) trip volumes by zone and hour; (b) average wait times (standard and WAV); (c) average trip duration; (d) coverage of the Mobility Equity Grid; (e) number and percentage of trips served to Priority Populations; (f) aggregate rider feedback and complaints (categorized); and (g) safety events reported to the DMV or the CPUC in accordance with State regulations.

**5.12 No Personally Identifiable Information.** Operator shall not provide to the City, and the City shall not request, any personally identifiable information, trip-level pickup or drop-off coordinates that could reasonably identify a rider, government-issued identifiers, or any other data whose disclosure to the City would contravene State or federal privacy law, CPUC privacy protections, or Operator's rider privacy commitments. Data exchanged under this Agreement will be aggregated and anonymized in order to safeguard the riders' privacy.

**5.13 Permitted Use.** The City shall use data provided under this Agreement solely for planning, performance monitoring, equity evaluation, and public reporting on aggregate outcomes. The City shall not use such data for enforcement against individual riders and shall comply with applicable public records law in responding to any request for such data.

#### **5.F. Economic Participation**

**5.14 Local Hiring.** Operator shall use commercially reasonable efforts to hire residents of Berkeley and surrounding East Bay communities for local operations positions, including vehicle cleaning, charging, depot operations, customer support, community liaison, and accessibility training.

**5.15 Workforce Development Partnerships.** Operator shall partner with the City's Office of Economic Development and designated workforce development organizations to offer training pathways and apprenticeships to unemployed and underemployed residents.

**5.16 Transit Worker Pathways.** Operator shall, in consultation with AC Transit and ATU Local 192, develop and offer training and employment pathways for current and former transit operators into Operator's ground operations workforce, and shall participate in good faith in the Zero Emission Bus University (ZEBU) partnership and successor programs.

**5.17 Community Contributions (Voluntary).** Operator may, at its election, commit to voluntary per-trip or annual community contributions to the Mobility Equity Fund or to designated community-based organizations. Any such voluntary contribution shall be specified in **Exhibit F** and shall not be construed as a fare, fee, or required payment.

**5.G. Safety and Community Responsiveness**

**5.18 State Safety Obligations.** Operator shall comply with all safety obligations imposed by the DMV, the CPUC, and applicable federal agencies, including reporting of collisions and disengagements and adherence to emergency response protocols under AB 1777 (Ting, 2024), operative July 1, 2026.

**5.19 Local Coordination.** Operator shall cooperate with Berkeley Police Department, Berkeley Fire Department, and Public Works in the event of any incident involving an Operator vehicle in the City, and shall provide a twenty-four (24) hour emergency contact to each such City agency.

**5.20 Community Complaints.** Operator maintains a publicly available forum to receive community complaints about their operation (such as blocked crosswalks, obstructing traffic lanes, and concerns over safety), responds to every complaint within a reasonable time frame, and shares aggregate complaint information with the City in compliance with Section 5.11.

**ARTICLE 6. PERFORMANCE METRICS AND REPORTING**

**6.1 Performance Metrics.** The performance metrics applicable to Operator's service under this Agreement are set forth in **Exhibit F**, and include, at a minimum: (a) Priority Population Service Share; (b) Essential Destination coverage; (c) standard wait time; (d) WAV wait time; (e) ADA booking-channel parity; (f) on-time rate; and (g) safety event rate.

**6.2 Reporting Cadence.** For the first twelve (12) months after the Service Commencement Date ("Pilot Period"), Operator submits monthly operational performance reports to the City Liaison prior to the 15th day of the next month. Thereafter, Operator shall submit quarterly performance reports no later than forty-five (45) days after the end of each calendar quarter.

**6.3 Annual Review.** Both parties meet at least once per year to review progress, assess areas for improvement, and evaluate potential changes to the ODD, the Mobility Equity Grid, or this Agreement.

**6.4 Public Reporting.** The City may publish aggregate PACT performance data, including Operator's performance metrics, on an annual basis. Nothing herein shall require the City to publish information that would violate Operator's rights under applicable law.

**ARTICLE 7. CURE AND CORRECTIVE ACTION**

**7.1 Notice of Deficiency.** If the City reasonably determines that Operator has failed to meet a material commitment under this Agreement (a “**Deficiency**”), the City shall deliver written notice to Operator (a “**Notice of Deficiency**”) specifying the Deficiency, the applicable performance metric or contract provision, and a reasonable cure period, which shall be no less than thirty (30) days from receipt of the Notice.

**7.2 Cure Plan.** Within twenty (20) days of receipt of a Notice of Deficiency, Operator shall submit a written Cure Plan describing the specific actions Operator will take to cure the Deficiency, the timetable for cure, and the method by which cure will be verified. The City shall review and respond to the Cure Plan within ten (10) business days.

**7.3 Corrective Measures.** If Operator fails to cure a Deficiency within the applicable cure period (or such extended period as the City may grant in its discretion), the City may, in its proprietary capacity, impose any one or more of the following proportionate corrective measures:

- (a) Reduction of Preferential Access (e.g., reduction in number of designated loading zones available to Operator);
- (b) Temporary suspension of Preferential Access for a specified corridor, hour, or duration;
- (c) Withholding of future encroachment permit reviews on expedited timelines;
- (d) Monetary remediation, including contribution to the Mobility Equity Fund, payable by Operator in an amount proportionate to the Deficiency, as specified in **Exhibit F**; and/or
- (e) Termination of this Agreement in accordance with Article 8.

**7.4 Good Faith; Proportionality.** The City shall exercise its rights under this Article 7 in good faith and in proportion to the Deficiency. The City’s discretion under this Article 7 is a proprietary discretion concerning the allocation of City-owned assets, and is not a regulatory action concerning Operator’s underlying State-authorized service.

**7.5 Force Majeure and Good-Faith Failures.** Operator shall not be deemed to have failed to cure a Deficiency to the extent the Deficiency arises from a Force Majeure Event, as defined in Section 10.11, or from third-party conduct outside Operator’s reasonable control.

## **ARTICLE 8. TERMINATION**

**8.1 Termination for Material Breach.** The City may terminate this Agreement, in whole or in part, upon sixty (60) days written notice, for Operator’s material and uncured breach of this Agreement following the cure process set forth in Article 7.

**8.2 Termination for Convenience by Operator.** At any time, Operator can terminate this Agreement by providing the City sixty (60) days' written notice. Upon such termination, Operator shall

surrender Preferential Access, but shall retain its State-granted authority to operate on City streets.

**8.3 Termination by the City for Significant Change in Law.** The City may terminate this Agreement upon sixty (60) days written notice in the event of a significant change in State or federal law that materially affects the legal viability of this Agreement or PACT.

**8.4 Termination by Mutual Agreement.** Either party may terminate this Agreement at any time by joint written consent of both parties on mutually acceptable terms.

**8.5 Effects of Termination.** Upon termination of this Agreement:

- a) Operator ceases using the Preferential Access Assets (with a reasonable transition period not exceeding ninety (90) days);
- b) Operator removes, at its expense, any infrastructure installed under encroachment permits associated with this Agreement unless the City elects to keep said infrastructure;
- c) Operator submits a final performance report to the City within sixty (60) days of termination;
- d) The Parties' obligations relating to indemnification, insurance tail coverage, confidentiality, data protection, dispute resolution, and governing law remain unchanged in accordance with Article 10; and
- e) Termination does not affect the Operator's state-granted authority to operate vehicles on City streets outside of PACT.

## **ARTICLE 9. INSURANCE AND INDEMNIFICATION**

**9.1 Insurance.** Operator shall maintain at its cost the types and amounts of insurance set forth in **Exhibit H**, which shall meet or exceed the insurance minimums required by the CPUC for autonomous charter-party carriers. The City is added as an additional insured to Operator's General Liability Insurance Policy and Automobile Liability Policy relative to Operator's activities under this Agreement. Certificates of insurance shall be delivered to the City on or before the Effective Date and upon each renewal.

**9.2 Indemnification.** Operator defends, indemnifies and holds harmless the City and its elected and appointed officials, officers, employees and representatives ("City Indemnitees") from and against any third-party claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or connected to Operator's performance of Autonomous Passenger Service pursuant to this Agreement, excluding only those claims, etc. resulting from negligent or willful misconduct of a City Indemnitee. This indemnity is not intended to nor shall it extend Operator's liability beyond that allowed under applicable law.

**9.3 Waiver of Subrogation.** To the maximum extent permitted by law, Operator waives all rights of subrogation against the City Indemnitees with respect to claims covered (or required to be covered) by insurance under this Agreement.

**ARTICLE 10. GENERAL PROVISIONS**

**10.1 Notices.** Notice of any type required or permissible under this Agreement shall be in writing and delivered personally or via overnight express carrier or by certified U.S. Mail return receipt requested, addressed to the addresses provided beneath the signatures of the parties hereto or such other address as either party may subsequently direct in writing. Such notices shall be deemed received when actually received.

**10.2 Assignment.** Operator shall not assign this Agreement, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Operator may assign this Agreement to an affiliate under common control or to a successor in interest by merger or acquisition, in each case on written notice to the City and on the condition that the assignee assumes all of Operator's obligations in writing.

**10.3 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Venue for any litigation arising from or connected to this Agreement shall be solely in the Superior Court of the State of California in Alameda County, or, where applicable, in the U.S. District Court for the Northern District of California.

**10.4 Dispute Resolution.** Prior to commencing litigation arising out of or related to this Agreement, the parties will use good faith efforts to resolve disputes arising out of this Agreement through informal negotiations between the City Liaison and a senior representative of Operator. If the parties fail to resolve a dispute within thirty (30) days, either party may request non-binding mediation using a jointly selected mediator. This subsection shall not require either party to engage in mediation of a claim seeking equitable relief or emergency relief.

**10.5 Severability.** If any provision of this Agreement is found by a court having jurisdiction thereof to be invalid, void or unenforceable in whole or in part, then such provision(s) shall be severed and deleted from this Agreement while leaving the remainder of the Agreement intact and in full force and effect, and such invalidated provision(s) shall be revised only to minimize any reduction in enforcement capability to comply with the intent of the parties.

**10.6 Integration.** This Agreement, together with its Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous

agreements and understandings, whether oral or written. No representation, promise, or inducement not embodied in this Agreement shall be binding on either Party.

**10.7 Amendment.** This Agreement may be amended only by a writing signed by authorized representatives of both Parties. Amendments to the Exhibits may be executed by the City Liaison and Operator's designated representative if such amendments do not materially alter the commercial or community-benefit terms of this Agreement; material amendments require signature by the City Manager (or designee) on behalf of the City.

**10.8 No Third-Party Beneficiaries.** This Agreement is entered into solely for the mutual benefit of the parties thereto and is not intended to create any rights or remedies in favor of any third party except that the City may assert rights under this Agreement on behalf of the public interest as specifically enumerated therein.

**10.9 No Waiver.** Neither party waives its right to exercise any rights conferred upon it by this Agreement by failing or delaying to exercise the same; likewise, neither party waives any right conferred upon it by this Agreement, whether they have exercised one or several rights thereunder.

**10.10 Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one agreement. Electronic signatures shall have the same force and effect as original signatures.

**10.11 Force Majeure.** Neither Party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, earthquake, fire, flood, pandemic, war, civil unrest, governmental action, labor disturbance outside the Party's workforce, or failure of utility services not attributable to the Party (each, a "Force Majeure Event"). The party whose interests are adversely impacted by another party's breach shall immediately inform that party and shall reasonably endeavor to mitigate any resultant harm.

**10.12 Representations and Warranties.** Each party represents and warrants that:

- a) it has all authority needed to execute and perform this Agreement;
- b) the individual signing this Agreement on behalf of that party was properly authorized to sign the same; and
- c) this Agreement is a valid and binding obligation enforceable according to its terms.

**10.13 Compliance with Law.** Each Party shall comply with all applicable federal, State, and local laws, regulations, and orders in performing this Agreement.

**10.14 Construction.** This Agreement is the product of arm’s-length negotiation between sophisticated Parties and shall not be construed against either Party as its drafter. Headings are for convenience only.

**SIGNATURES**

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

**CITY OF BERKELEY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager (or authorized designee)

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Attorney

**[OPERATOR LEGAL NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Notice Addresses:**

City of Berkeley, Attention: City Manager, 2180 Milvia Street, Berkeley, CA 94704, with copy to Berkeley City Attorney’s Office at the same address.

Operator: [Operator address for notice].

**EXHIBIT A**

*Operational Design Domain (ODD)*

This Exhibit specifies the geographic, temporal, and operational boundaries within which Operator is authorized to provide Autonomous Passenger Service under this Agreement. The ODD shall be defined by:

- a) Geographical boundaries (streets, corridors, service zones including maps);
- b) Operating Hours;
- c) Maximum and Minimum Speed Limits consistent with California Vehicle Code and Berkeley Municipal Code;
- d) Weather Conditions; and
- e) Roadway Types.

As of the Effective Date, the ODD will be described as follows: [Transportation Commission]

### **EXHIBIT B**

#### *Designated Autonomous Passenger Loading Zones*

Exhibit B describes by street name or cross street designation for each location the Autonomous Passenger Loading Zones designated by the City for use by Operator under this Agreement as permitted by California Vehicle Code Sections 21101 & 22507. Potential corridors for Autonomous Passenger Service include Shattuck Avenue, Telegraph Avenue, San Pablo Avenue, University Avenue, Solano Avenue, College Avenue, Ashby Avenue, Sacramento Street, along with connector routes connecting to North Berkeley BART Station, Downtown Berkeley BART Station, Ashby BART Station, Alta Bates Summit Medical Center, Berkeley City College, and the edge of the University Campus. Details concerning specific locations, curb management rules, and shared use agreements will be specified by Public Works in conjunction with the Transportation Commission

### **EXHIBIT C**

#### *Mobility Equity Grid*

This Exhibit c is the Mobility Equity Grid: A Geospatial Layer that Identifies the Corridors, Stops and Destinations Where Service Under This Agreement Will be Prioritized. The Grid will be constructed utilizing the Following Indicators:

- a) Density of Residents Aged 65 Years Old or Older;
- b) Density of Persons With Disabilities;
- c) Zero-Vehicle Households;
- d) Low-Income Residences Defined as Area Median Income;
- e) Distance From Fixed-Routing Public Transportation Stopping Points;

f) Location of Essential Destinations; and

g) Routes & Hours That Are Most Affected By The 2025 AC Transit Realign Restructuring

Specific mapping is [to be developed by staff in consultation with the Commission on Aging, the Commission on Disability, the Community Health Commission, and community-based organizations].

## **EXHIBIT D**

### *Priority Populations*

For purposes of this Agreement, Priority Populations means each of the following groups:

- (a) Residents aged 65 or older;
- (b) Persons with disabilities, including persons using a wheelchair or other mobility device, persons with visual, hearing, cognitive, or ambulatory disabilities, and persons whose disability otherwise materially affects transportation choices;
- (c) Low-income residents, defined as residents of households whose income does not exceed eighty percent (80%) of area median income as published by the U.S. Department of Housing and Urban Development for the Oakland-Fremont-Berkeley Metropolitan Statistical Area, with such adjustments as the City may specify;
- (d) Residents of zero-vehicle households;
- (e) Youth aged 12 to 17 traveling for school, work, or health-related purposes, with a parent or guardian consent mechanism as applicable; and
- (f) Such additional populations as the City may identify as underserved for purposes of PACT, by written amendment to this Exhibit.

## **EXHIBIT E**

### *Essential Destinations*

Essential Destinations include, without limitation:

- (a) Grocery stores and supermarkets, including those that accept CalFresh/EBT;
- (b) Pharmacies;
- (c) Medical facilities, including Alta Bates Summit Medical Center, LifeLong Medical Care clinics, and designated community health centers;
- (d) Senior centers, including the North Berkeley Senior Center, South Berkeley Senior Center, and West Berkeley Senior Center;
- (e) Community centers and public libraries;

- (f) Public schools, Berkeley City College, and the UC Berkeley campus edge (at designated drop-off points consistent with UC Berkeley policy);
- (g) AC Transit bus stops on the core network and BART stations (North Berkeley, Downtown Berkeley, and Ashby); and
- (h) Such additional destinations as the City may designate.

## **EXHIBIT F**

### *Performance Metrics, Targets, and Remediation Schedule*

This Exhibit specifies the performance metrics applicable to Operator's service under this Agreement, the methods of measurement, the target thresholds, and the proportionate remediation corresponding to each metric under Article 7. Categories include, at a minimum:

- (a) **Priority Population Service Share:** a minimum percentage of Qualifying Service to be dedicated to Priority Populations or Mobility Equity Grid priority zones;
- (b) **Essential Destination Coverage:** minimum service frequency and hours to and from each Essential Destination within the ODD;
- (c) **Standard Wait Time:** average wait time for booking-to-pickup across all trips;
- (d) **WAV Wait Time:** average wait time for wheelchair-accessible service, measured separately and required to be substantially comparable to Standard Wait Time;
- (e) **ADA Booking-Channel Parity:** wait times and availability on telephone booking channel substantially comparable to digital channel;
- (f) **On-Time Rate:** percentage of trips completed within a specified window of the estimated pickup time;
- (g) **Safety Event Rate:** rate of reportable safety events per million miles, tracked and reported consistent with DMV and CPUC reporting;
- (h) **Community Complaint Resolution:** rate of closure of community complaints within a specified period; and
- (i) **Voluntary Per-Trip Community Contribution:** if Operator elects under Section 5.17, the per-trip contribution amount and calculation method.

Targets for each metric, the methods of measurement, and the proportionate remediation (including any monetary remediation to the Mobility Equity Fund) are [to be developed by the Transportation Commission].

## **EXHIBIT G**

*Data Specification*

This Exhibit specifies the data Operator shall provide to the City under Section 5.11, together with aggregation, anonymization, format, and delivery requirements. At a minimum:

- (a) Trip volumes aggregated to no smaller than census block group and to no shorter than one-hour intervals;
- (b) Wait-time distributions, reported as averages, medians, and percentiles (e.g., 50th, 75th, 90th);
- (c) Trip duration distributions;
- (d) Mobility Equity Grid coverage indicators;
- (e) Priority Population service indicators, to the extent available through Mobility Equity Fund voucher tracking and other privacy-preserving mechanisms;
- (f) Categorized and anonymized rider feedback and complaints; and
- (g) Safety-event summaries consistent with DMV and CPUC reporting.

Under no circumstances shall Operator provide to the City: (i) personally identifiable information of any rider; (ii) trip-level pickup or drop-off coordinates tied to an individual rider identifier; (iii) payment information; or (iv) any other data whose disclosure would contravene City privacy protections, state privacy protections or Operator's rider privacy commitments.

**EXHIBIT H***Insurance Requirements*

Operator shall maintain, at a minimum, the following insurance coverages during the CBA Term and for the duration of any applicable tail period:

- (a) **Commercial general liability:** limits no lower than those required by the CPUC for autonomous charter-party carriers, and in any event not less than \$5,000,000 per occurrence and \$10,000,000 aggregate;
- (b) **Automobile liability:** limits consistent with CPUC and DMV requirements for the specific mode of Autonomous Passenger Service provided by Operator;
- (c) **Workers' compensation:** as required by California law for Operator's employees;
- (d) **Cyber liability:** commercially reasonable coverage for data security, privacy, and system-availability incidents; and
- (e) **Such additional coverages as the City's Risk Manager may reasonably require.**

The City shall be named as an additional insured on Operator's general liability and automobile liability policies with respect to Operator's operations under this Agreement, and Operator shall deliver certificates of insurance to the City on or before the Effective Date and upon each renewal.





Igor Tregub, Councilmember District 4

CONSENT CALENDAR

June 30, 2026

**To:** Honorable Mayor and Members of the City Council

**From:** Councilmember Igor Tregub (Author)

**Subject:** Referral to the City Manager: Update Definition of and, in the C-DMU District, Expand Restrictions Related to the Establishment of Adult-Oriented Businesses in the Berkeley Municipal Code

**RECOMMENDATION**

Refer to the City Manager the following actions:

- 1) Updating the definition of “Adult-Oriented Business” in the Berkeley Municipal Code (BMC) Section 23.302.070.A, BMC Chapter 23.204, and/or any other relevant provisions; and
- 2) Expanding restrictions of such uses in the C-DMU Commercial District in the Downtown.

**RATIONALE FOR RECOMMENDATION**

The City has a strong interest in promoting compatible land uses, supporting vibrant commercial districts, protecting sensitive community-serving uses, and maintaining a high quality of life for Berkeley residents.

As Berkeley continues to evolve, questions have risen regarding whether the City's existing definitions of “Adult-Oriented Business” may need to be updated in the BMC. Further, it is the intent of this item to explore further restrictions to “Adult-Oriented Business” uses in the Commercial – Downtown Mixed Use (C-DMU) district.

**CURRENT SITUATION AND ITS EFFECTS**

The City of Berkeley currently regulates “Adult-Oriented Business” uses through Berkeley Municipal Code Section 23.302.070.A, “Use-Specific Regulations: Adult-Oriented Businesses,” as well as in BMC Chapter 23.204, “Commercial Districts.” These

regulations establish the locations of where “Adult-Oriented Business” uses may be approved and impose location-based restrictions intended to separate such uses from certain areas of the city. Among other restrictions, Adult-Oriented Businesses are prohibited on lots with frontage on San Pablo Avenue within the C-W (West Berkeley Commercial) District<sup>1</sup>.

Berkeley is currently experiencing significant redevelopment activity, particularly in the Downtown area, where numerous commercial spaces are available for future tenancy and multiple new mixed-use projects are under construction. At the same time, Downtown Berkeley is also home to a unique concentration of educational, cultural, and community-serving institutions, including UC Berkeley, public libraries, schools, childcare facilities, youth-serving programs, and other sensitive uses.

As new commercial spaces become occupied and additional commercial space comes online, the City has an opportunity to evaluate whether its existing regulations appropriately reflect the priorities and intended land uses of these areas and ensure continued alignment.

## **BACKGROUND**

The City of Berkeley has regulated Adult-Oriented Business uses through its zoning ordinance for many years.

In 2021, Berkeley adopted a comprehensive reorganization of its Zoning Ordinance, the first major revision of the zoning code structure since 1999. Effective December 1, 2021, the updated Baseline Zoning Ordinance repealed the previous code and comprehensively reorganized Title 23 of the Berkeley Municipal Code to create a more modern, consistent, and user-friendly zoning framework<sup>2</sup>. While the update consolidated and reorganized zoning regulations, existing land use policies and use-specific regulations, including those governing Adult-Oriented Business uses, were largely carried forward with little substantive change.

Adult-Oriented Business uses remain permitted in a limited number of commercial zoning districts, including C-DMU, Commercial – West Berkeley (C-W) C-U (Commercial – University Avenue (C-U), and Community Commercial (C-C), subject to applicable restrictions<sup>3</sup>.

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<sup>1</sup> [https://berkeley.municipal.codes/BMC/23.302.070\(M\)](https://berkeley.municipal.codes/BMC/23.302.070(M))

<sup>2</sup> <https://www.reubenlaw.com/berkeley-adopts-new-zoning-ordinance/>

<sup>3</sup> <https://berkeleyca.gov/sites/default/files/documents/2022-07-12%20Item%2017%20Zoning%20Ordinance%20Amendments.pdf>

Given the ongoing redevelopment and creation of new commercial spaces in the C-DMU, this referral seeks recommendations that would further support neighborhood livability, commercial district vitality, and the City's broader planning goals, including whether additional restrictions on the location and concentration of Adult-Oriented Businesses uses may be appropriate.

### **ALTERNATIVE MEASURES CONSIDERED**

In addition to or instead of a blanket prohibition of Adult Use Businesses in the C-DMU, the following amendments to the Municipal Code could be considered:

- Increasing the minimum separation requirements between Adult Use Businesses and sensitive uses, including schools, parks, childcare facilities, libraries, youth-serving facilities, places of worship, and residential areas;
- Increasing minimum separation requirements between Adult Use Businesses to prevent overconcentration;
- Restricting the zoning districts in which Adult Use Businesses may locate beyond the C-DMU, including but not limited to, commercial districts, mixed-use districts, neighborhood commercial districts, or other areas deemed appropriate;
- Establishing enhanced operating standards designed to reduce adverse impacts on surrounding neighborhoods and businesses; and
- Any other measures that staff recommend to further protect public safety, quality of life, and compatibility with surrounding land uses.

### **COMMUNITY IMPACT**

The location and concentration of Adult-Oriented Businesses may impact the of surrounding neighborhoods, commercial districts, and community-serving areas. This consideration is particularly relevant in areas such as Downtown Berkeley, which contain a significant concentration of schools, libraries, youth-serving facilities, cultural institutions, and other community-serving uses.

Additional regulations may help promote compatibility between Adult-Oriented Business uses and surrounding land uses, preserve or enhance the vitality of commercial districts, and provide greater clarity regarding the appropriate location and operation of such businesses within the City.

### **FINANCIAL IMPLICATIONS**

Financial implications may include staff time associated with researching, developing, and presenting recommendations and draft ordinance language to the City Council.

**ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS**

No direct environmental sustainability impacts are anticipated from this referral.

**CONTACT PERSON**

Councilmember Igor Tregub, Council District 4  
510-981-7140, [Itregub@berkeleyca.gov](mailto:Itregub@berkeleyca.gov)

Olga Bolotina, Chief of Staff, Council District 4  
[obolotina@berkeleyca.gov](mailto:obolotina@berkeleyca.gov)

CONSENT CALENDAR

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:

| <b>Section</b>          | <b>Page #<br/>(Exhibit A)</b> | <b>Description</b>                                                                                                                                                             |
|-------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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<br>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<br>13.76.080.N | 7-8                           | Creates Paperless Billing requirement for landlords with 5 or more rental units.                                                                                               |
| Proposed<br>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<br>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.<br>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.<br>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. *Fraternalities 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 Rental units 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.~~

~~EF.~~ 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<sup>ed</sup> 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, 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, the~~ 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. *ExemptionExpiration 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.

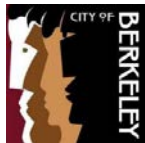
C. *Organizing Activities*. "Organizing Activities" means:

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.



BERKELEY CITY AUDITOR

INFORMATION CALENDAR

June 30, 2026

To: Honorable Mayor and Members of the City Council

From: Jenny Wong, City Auditor *JW*

Subject: City Auditor Fiscal Year 2027 Audit Plan

INTRODUCTION

The Berkeley City Charter requires the City Auditor to provide the City Council with a planned audit schedule by the beginning of each fiscal year (FY) and to notify the Council when audits are added. In deciding what to audit, our office considers suggestions from the City Manager, staff, the City Council, the Rent Stabilization Board, commissioners, and other community members. We examine risks that might prevent the City from reaching its goals, including strategic, financial, regulatory, operational, and reputational risks.

CURRENT SITUATION AND ITS EFFECTS

As required by the City Charter, we are notifying the Council of our annual audit plan. The following plan assumes being fully staffed to conduct these audits.

For FY 2027, we have identified areas we aim to address in the upcoming year:

- Business License Taxes (audit in progress)
- Rent Stabilization Board (audit in progress)
- Public Health
- Measure FF
- Follow-up on prior audit recommendations
- Short-term projects
- Whistleblower Program

BACKGROUND

The mission of the Berkeley City Auditor is to promote transparency and accountability in Berkeley government. This is achieved through independent evaluations of city programs and activities. The FY 2027 Audit Plan reflects **our office's** commitment to continuous improvement by enhancing the **overall impact of the Berkeley City Auditor's Office on behalf of Berkeley residents, businesses, and visitors.**

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

This report is not associated with identifiable environmental effects or opportunities.

POSSIBLE FUTURE ACTION

Our future audit recommendations will address the risks that could prevent the City from providing efficient, effective, and equitable service delivery. We will be asking the Council to accept those

recommendations and request that the City Manager report on their actions to implement them. We may also make recommendations requiring Council action.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION

Audit work can lead to new or enhanced revenue, cost recovery, and increased efficiency, with economic impact well beyond the audit costs. Long-range financial benefits of our audits include significant improvements to internal controls and service delivery.

Ensuring timely implementation of audit recommendations could result in additional savings and risk reduction, including fraud risk. Reducing fraud risk more than protects money; it builds trust in government. Maintaining a strong audit function and fiscal management will reduce future costs and enhance public trust.

CONTACT PERSON

Jenny Wong, City Auditor, 510-981-6750

Attachment:

1. Audit Plan Fiscal Year 2027

# Audit Plan Fiscal Year 2027

## Inside

Letter from the Auditor

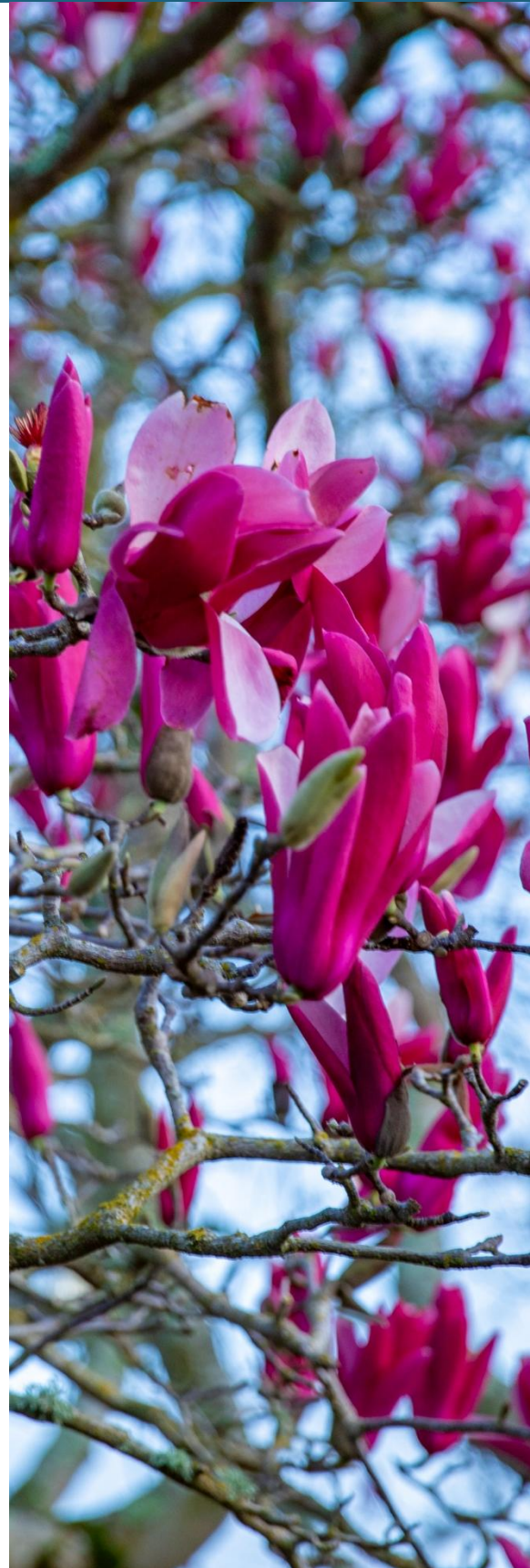
Planned Engagements

Audit Plan and Selection Process

Auditor's Authority



BERKELEY CITY AUDITOR



## Letter from the Auditor



As the Berkeley City Auditor, I am pleased to present to you the audit plan for fiscal year (FY) 2027. This plan outlines the key areas of focus for the City Auditor's Office, including ongoing work and new initiatives to ensure transparency, accountability, and effective governance.

Our office conducts performance audits of city functions, where we evaluate city programs to determine their effectiveness and compliance with local laws and regulations. We aim to initiate the engagements identified in the audit plan during the fiscal year, but our ability to do so will depend on available resources.

To contribute to the City's efforts to address the structural budget deficit, the Auditor's Office reduced our baseline budget. As a result, we will pause the expansion of the Whistleblower Program to the public and have limited resources for staff training. While these reductions will impact audit work, my office is committed to fulfilling our charter-mandated responsibilities.

In the past fiscal year, my office released three audits on the Homeless Response Team, non-competitive city contracts, and Berkeley's financial condition. Our contracts audit has already led to a Councilmember proposal to amend the Berkeley Municipal Code to require competition for service contracts greater than \$100,000. We also released our first public investigation report since the launch of the Whistleblower Program. Additionally, we published a special report on performance metrics to provide best practices for management consideration.

We have developed the FY 2027 audit plan with consideration to the risks facing the City and stakeholder input. In FY 2027, we will continue our ongoing audits of the Rent Stabilization Board and business license tax. We also plan to initiate new audits related to public health and Measure FF. We will continue to follow up on audit recommendations to determine if the City has properly implemented them.

During this uncertain time, I look forward to working with City leadership, staff and the public to provide transparent, rigorous analysis to inform the tough decisions ahead on the issues that matter most to Berkeley residents.

Respectfully,

JENNY WONG  
City Auditor

# Planned Engagements FY 2027

## Public Health

The Auditor's Office will conduct an audit of the Public Health Division. The audit will examine the division's finances or operations.

## Measure FF

The Auditor's Office will conduct an audit of Measure FF (sidewalk and streets). The City Auditor is required to conduct an independent performance audit of Measure FF at least every three years. The audit will examine tax expenditures and progress towards the goals set forth in the measure.

## Follow-Up

The Auditor's Office will continue to follow up on all audit recommendations to determine if they are properly implemented. We will issue follow-up audit reports to City Council on the status of our recommendations. We will also update our online public dashboard to increase transparency and accountability of the status of open audit recommendations.<sup>1</sup> See page three for more details. This process may lead to follow-up audits in areas where risks identified in the original audit have not been mitigated.

## Short-Term Projects

To be responsive to the needs of the City and the public, we may engage in short-term projects to provide timely and relevant information and analysis to the City and community.

## Ongoing Engagements

The Auditor's Office will continue our audits of the Rent Stabilization Board and business license tax.

## Whistleblower Program

The Auditor's Office is continuing implementation of the Whistleblower Program, which provides a confidential way for employees to report fraud, waste, or abuse by city departments, employees, or contractors. This fiscal year, we will continue reviewing and investigating whistleblower reports, strengthening program procedures and case tracking, increasing employee awareness of the hotline, and issuing public reports when substantiated matters warrant public disclosure. See page four for more details.

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<sup>1</sup> [City Auditor's Recommendation Dashboard](#)

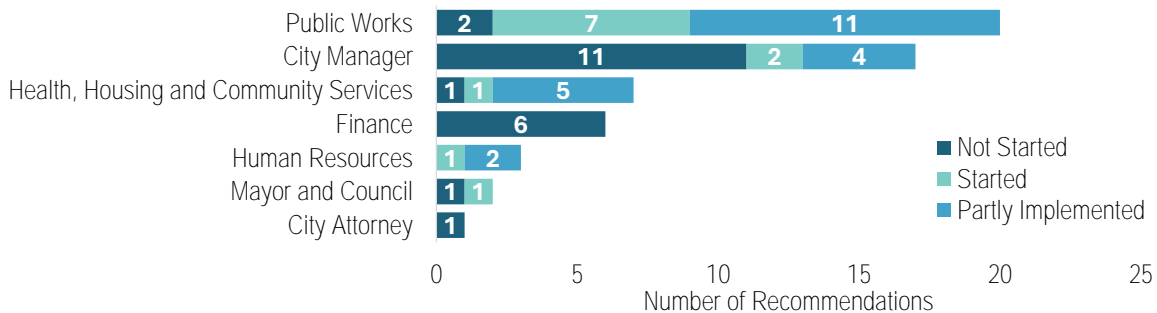
# Audit Follow-Up Program

The Auditor’s Office conducts the annual follow-up program to assess whether city personnel implemented the audit recommendations for every audit. Our expectation is that the City should take no more than two years to implement our audit recommendations, unless otherwise specified.

In fiscal year 2027, the Auditor’s Office will follow up on 56 open recommendations from 7 audits. We will use the following statuses to report on the implementation of audit recommendations:

- **Implemented:** Auditee has addressed the audit risk by completely implementing the recommendation.
- **Partly implemented:** Auditee has implemented 50 percent or more of the recommendation.
- **Started:** Auditee has started to address the recommendation but has not reached the 50 percent threshold.
- **Not started:** Auditee has not yet taken action to implement the recommendation.
- **Dropped:** Auditee has accepted the risk to the City that the recommendation is meant to address and is unable or unwilling to implement the recommendation. Additionally, all open recommendations will be reported as dropped if they are not implemented within five years of audit issuance.

**Figure 1. In FY 2027, the Auditor’s Office will follow up on 56 open recommendations across 6 departments, as well as the Mayor and City Council.**



Note: The graph shows open recommendations our office will follow up on in FY 2027. We will follow up on the Financial Condition audit in FY 2028 prior to the next budget cycle. The Not Started category includes 19 recommendations from the recently released Homeless Response Team audit and contracts audit, which we will follow up on for the first time in FY 2027. Implemented and dropped recommendations are considered closed. The status for all recommendations is on our dashboard.

Source: Berkeley City Auditor

## Whistleblower Program

The Whistleblower Program includes a confidential hotline for reporting fraud, waste, and abuse in city government 24/7, 365 days of the year. The hotline is currently available to all city employees. Due to limited resources, we have paused plans to expand the program to the broader Berkeley community. To support safe reporting, City policy protects City employees from retaliation for reporting fraud, waste, or abuse.

### Authority and Independence

State legislation encourages cities to specifically focus on fraud, waste, and/or misuse of city resources through whistleblower programs led by city auditors. In 2009, California Government Code Section 53087.6 enabled local government auditors to establish whistleblower programs and to provide whistleblower protections. Local auditors are authorized under Section 53087.6 to create whistleblower programs with the approval of their respective legislative bodies and have discretion in how to operate their programs. In June 2024, City Council adopted Ordinance No. 7,922 formally establishing the City Auditor's authority to receive and investigate whistleblower reports.

The Berkeley City Auditor maintains a level of structural independence well-suited for a whistleblower program, as the City Auditor is elected by the public and does not report to the City Manager or Council. The City Auditor is well-positioned due to their role in providing objective information on the operations of government programs and helping ensure full accountability to the public.

### Accomplishments

In FY 2026, the Auditor's Office continued strengthening the foundation of the Whistleblower Program by refining intake, review, and investigation procedures; improving internal case tracking; and working with departments to address allegations of fraud, waste, and abuse. During the year, the office received whistleblower complaints, referred matters outside the program's scope to appropriate departments, and issued the first public investigation report since the launch of the Whistleblower Program. This public report increased visibility into the program's impact and demonstrated how whistleblower reports can help identify control weaknesses, improve accountability, and reduce the risk of similar issues in the future.

# Audit Plan and Selection Process

## What is an Annual Audit Plan?

The City Charter establishes the City Auditor's duty to present a planned audit schedule to City Council at the beginning of each fiscal year. The FY 2027 Audit Plan fulfills this duty and ensures broad audit coverage throughout the City while also addressing specific performance, financial, contractual, and system risks. Audit resources are limited, thus prohibiting one hundred percent coverage each year. This limiting factor is inherent in the concept of using risk assessment to help prioritize audits. According to the City Charter, the ultimate decision to perform any audit shall be at the sole discretion of the Auditor. Our approach to scheduling audits is flexible and subject to change throughout the year based on newly identified risks.

## Audit Selection Process

In developing a list of potential audits, ideas come from a variety of sources:

- Input from the community, elected officials, department staff, and City management;
- Assessment of operations and controls in previous audit reports;
- Assessment of citywide risks;
- Consideration of current local events, financial conditions, capital improvement projects, and public policy issues; and
- Consideration of risks identified in other government audits that could emerge in Berkeley.

Our office prioritizes potential audits using a risk-based approach that examines a variety of factors that may expose the City to fraud, misuse of funds, waste, liability, or reputational harm. The following risk factors are used to determine audits included in the audit plan:

- Perception of risk from management, City Council, the community, and audit staff;
- Economic factors such as financial impact, volume of transactions, number of personnel, and revenue generated;
- Changes in organization, management, key personnel, and information systems; and
- Time since last audit.

After the plan is finalized, new information may come to light; events, initiatives, priorities, and risks within the City may change. The flexible nature of the Audit Plan as a living document provides the ability to change course when it is in the best interest of the City.

# Auditor's Authority

## Auditing Under the City Charter

Berkeley City Charter, Section 61, establishes the City Auditor's independence and provides for the Auditor's general authority and duties. The Charter provides that the Auditor shall have the authority to conduct:

- Performance and financial audits or special studies of all phases of the City of Berkeley government in accordance with government auditing standards;
- Financial, compliance, efficiency and economy, and program results auditing; and
- Examinations of payrolls, bills, and other claims and demands made against the City.

## Berkeley's Auditing Framework

The following key components of Berkeley's Auditing Framework provide the Auditor with the independence that results in the office's ability to conduct high-impact audits.

- **Elected Auditor:** The City of Berkeley has an elected Auditor who is independent from all other elected officials and City management.
- **Comprehensive Access:** The City Charter and Municipal Code authorize the Auditor to have unrestricted access to all officials, employees, records, and reports maintained by the City, and to all external entities, records, and personnel related to contracted business interactions with the City.
- **Audit Response Requirements:** City Municipal Code requires that City management formally respond to all audit findings and recommendations.
- **Recommendation Follow-Up Requirements:** City Municipal Code establishes the Auditor's authority to follow up on audit recommendations as practical to determine if the City Manager is implementing corrective action and request periodic reports on the status of audit recommendations from City management. The Auditor determines the adequacy, effectiveness, and timeliness of management's actions to correct reported issues and recommendations.
- **Adherence to Professional Auditing Standards:** As required in the City Charter, the Auditor's Office conducts all audits in accordance with Generally Accepted Government Auditing Standards produced by the United States Government Accountability Office.

**Mission Statement**

Promoting transparency and accountability in Berkeley government.

**Performance Audit Staff**

Erin Mullin, Audit Manager  
Caitlin Palmer, Audit Manager  
Kendle Kuechle, Auditor II  
Pauline Miller, Auditor II  
Manami Suenaga, Auditor I  
Katie Wysong, Auditor I

**City Auditor**

Jenny Wong

**Office of the City Auditor**

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Cover photograph provided by the City of Berkeley



BERKELEY CITY AUDITOR

INFORMATION CALENDAR

June 30, 2026

**To:** Honorable Mayor and Members of the City Council

**From:** Jenny Wong, City Auditor *zw*

**Subject:** 2025 Whistleblower Annual Report

INTRODUCTION

This item provides an overview of the Berkeley City Auditor's Whistleblower Program activities in calendar year 2025. Berkeley Municipal Code authorizes the City Auditor to operate a whistleblower hotline and investigate reports involving potential fraud, waste, or abuse.

CURRENT SITUATION AND ITS EFFECTS

The Annual Report summarizes Whistleblower Program activity for calendar year 2025, the Program's first full year of operations. During this year, the Program received 42 new reports and closed 41 cases.

The Annual Report provides additional detail on how reports were received and evaluated, reporter characteristics, case dispositions, program accomplishments, and planned activities. As a newer program, reporting volume is expected to evolve as awareness of the hotline grows.

In 2025, the Auditor's Office also completed the investigation that resulted in the Whistleblower Program's first public report, "Substantiated Whistleblower Allegation: \$286,000 Vehicle Purchased Without Prior Council Approval." <sup>1</sup> When investigations result in substantiated findings, the City Auditor may issue a public report, consistent with legal requirements and professional standards. The City Auditor may also issue other reports related to whistleblower matters when doing so is in the public interest.

In light of current City budget constraints, the Auditor's Office has paused plans to expand hotline access to the broader public to ensure any future expansion is supported by appropriate staffing, workload capacity, and resources.

BACKGROUND

The Berkeley City Auditor's Whistleblower Program provides a confidential mechanism for reporting concerns related to fraud, waste, and abuse of City resources. The program's primary objective is to investigate allegations of fraud, waste, and abuse by

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<sup>1</sup> [Substantiated Whistleblower Allegation: \\$286,000 Vehicle Purchased Without Prior Council Approval](#)

City employees and officials, strengthening ethical standards and responsible stewardship of public resources.

California Government Code Section 53087.6 authorizes local government auditors to establish whistleblower programs, with approval of their legislative bodies, and provides protections for whistleblowers. In June 2024, the City Council adopted Ordinance No. 7,922, formally establishing the City Auditor's authority to receive and investigate whistleblower reports.

#### ENVIRONMENTAL SUSTAINABILITY

While there may be environmental impacts associated with some whistleblower report recommendations, there are no identifiable environmental effects or opportunities associated with this report.

#### POSSIBLE FUTURE ACTION

The Auditor's Office may transmit future public whistleblower reports to the City Council and recommend corrective actions to address substantiated findings.

#### FISCAL IMPACTS OF POSSIBLE FUTURE ACTION

Whistleblower reports may issue recommendations to strengthen internal controls, oversight and accountability of public resources. Corrective actions to address whistleblower report recommendations may reduce the risk of fraud, waste or abuse of City funds.

#### CONTACT PERSON

Jenny Wong, City Auditor, (510) 981-6750

Attachment:

1: Whistleblower Program Annual Report 2025

# Whistleblower Program Annual Report

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**January 1, 2025 through  
December 31, 2025**

**June 2026**

**Berkeley City Auditor**

**Jenny Wong, City Auditor**

**Erin Mullin, Whistleblower Program  
Manager**



BERKELEY CITY AUDITOR

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## Introduction

The Berkeley City Auditor's Whistleblower Program provides a confidential mechanism for reporting concerns related to fraud, waste, and abuse of City resources. The program's primary objective is to investigate allegations of fraud, waste, and abuse by City employees and officials, strengthening ethical standards and responsible stewardship of public resources.

California Government Code §53087.6 and Berkeley Municipal Code §2.24.050(D) authorize the City Auditor to operate a whistleblower hotline and investigate reports involving potential fraud, waste, or abuse. Berkeley City Charter Section 61 and Berkeley Municipal Code §2.24.050(D) further provide the Auditor with unrestricted access to employees, officials, records, and information necessary to carry out audit and investigative responsibilities.

By providing an independent and confidential reporting channel, the program helps identify risks, improve accountability, and strengthen public trust in City operations.

## Whistleblower Hotline

The Whistleblower Hotline is a safe, confidential, and reliable way for City employees and officials to report potential fraud, waste, and abuse of City resources. The hotline is managed by an independent third-party provider and is available 24 hours a day, seven days a week. Using a third party helps ensure confidentiality, neutrality, and trust in the reporting process.

## Annual Report Overview

This Annual Report summarizes Whistleblower Program activity for calendar year 2025, including how reports were received and evaluated, the number and types of reports submitted, reporter characteristics, and how cases were resolved.

## Definitions of Fraud, Waste, and Abuse

The Whistleblower Program addresses reports involving fraud, waste, and abuse, as defined consistently with California Government Code §53087.6 and the City's administrative policy.

- **Fraud:** Intentional deception or misrepresentation for personal benefit or to harm the City, including conduct such as falsifying records, misappropriating funds, bribery, or submitting false claims.
- **Waste:** The unnecessary, inefficient, or excessive use of City resources that results in avoidable cost or loss of value.
- **Abuse:** Improper use of authority or resources, or conduct inconsistent with City policies or ethical standards, including misuse of position, inappropriate use of City resources, or actions that create unnecessary cost or risk to the City.

## How the Whistleblower Program Works

The City Auditor's Office reviews all reports submitted through the Whistleblower Hotline or received directly by the Auditor's Office. Each report is evaluated to determine the nature of the concern, whether it falls within the scope of the Whistleblower Program, and what next steps, if any, are appropriate.

## Intake and Case Management

Once a report is received, a case is created in the case management system. Reports may be submitted through the independent hotline provider (by phone or web form) or received directly through email, letter, phone call, or in person. All reports are handled confidentially.

## Evaluation Criteria

Each report is reviewed using established criteria to determine whether it is eligible for consideration under the Whistleblower Program. To be eligible, a report must meet all four of the following criteria:

1. The allegation meets the definition of fraud, waste, or abuse.
2. The concern involves City of Berkeley property, infrastructure, employees, officials, or otherwise falls within the City's authority.
3. The alleged conduct occurred within 12 months of the report being filed.
4. The matter is not known to be the subject of current litigation.

Reports that do not meet these criteria may be closed or referred to another department or oversight entity, as appropriate.

## Determining Whether to Open an Investigation

Meeting all four criteria means a report is eligible for consideration, but the Auditor's Office must still determine whether there is sufficient information before opening an investigation. The Auditor's Office may also investigate reports that involve health and safety implications, chronic irresponsiveness, or issues that present significant risk to the City.

## Investigation Process

Investigations are conducted independently and objectively. The Auditor's Office gathers and reviews relevant records, interviews witnesses when appropriate, and evaluates evidence to determine whether the alleged conduct occurred. Investigations are conducted in a manner consistent with applicable legal standards, confidentiality requirements, and professional practices.

## Retaliation Protection

Whistleblowers are protected against retaliation under Berkeley Municipal Code and California law. Retaliation includes any adverse action taken against a person because they reported a concern in good faith or cooperated with a whistleblower review or investigation.

An adverse employment action includes actions such as termination, demotion, suspension, discipline, reduction in pay, significant changes in job duties, or other actions that would reasonably discourage a person from reporting misconduct.

Individuals who believe they have experienced retaliation may file a retaliation complaint with the City Auditor within 180 days of the alleged retaliatory act. The Auditor's Office evaluates such complaints based on the facts and circumstances presented.

## Public Records and Confidentiality

The Whistleblower Program prioritizes confidentiality to encourage reporting without fear of retaliation. Generally, whistleblower investigation files are not released. Only published investigation reports and other specific reports issued by the City Auditor are made public.

This policy aligns with California Government Code §53087.6, which mandates that whistleblower investigations remain confidential, except when required to serve the public interest.

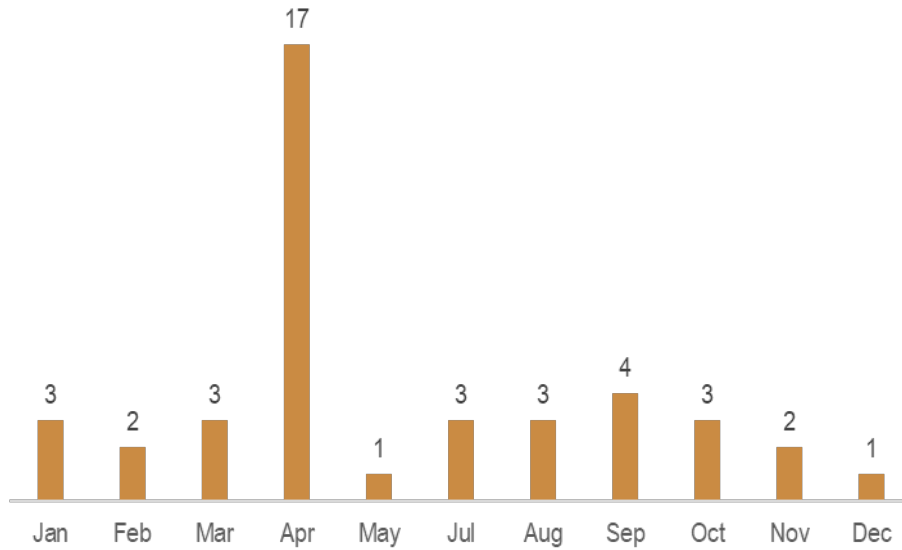
Additionally, while we do everything in our power to protect whistleblower confidentiality, we also comply with legal obligations. If required by law, such as through a subpoena or judicial order, certain information may be disclosed. In such instances, the City Auditor consults with the City Attorney to ensure that any release of information is as limited and protected as possible.

Moreover, California Government Code §6254.5(d) specifically protects the confidentiality of whistleblower reports and prohibits disclosure of any records that identify a whistleblower, ensuring their identity remains confidential. This protection extends to all investigative files compiled by the City Auditor or other investigative entities.

## Reports Received

Calendar year 2025 marked the first full year of the Whistleblower Program. During this year, the Program received 42 new reports. As a newer program, reporting volume is expected to evolve as awareness of the hotline grows. Figure 1 summarizes the Program's receipt of new reports by month.

**Figure 1. Whistleblower Reports Received by Month (2025)**



Source: Berkeley City Auditor

Whistleblower reports included a wide range of allegation types. Reporters selected an allegation category when filing a report; these categories are summarized in Figure 2.

**Figure 2. Allegation Categories Selected by Reporters (2025)**

| Allegation Category     | Total     |
|-------------------------|-----------|
| Other                   | 18        |
| Time Abuse              | 9         |
| Health/Safety Violation | 7         |
| Abuse                   | 6         |
| Waste                   | 5         |
| Policy Violation        | 4         |
| Conflict of Interest    | 3         |
| Retaliation             | 3         |
| Discrimination          | 2         |
| Fraud                   | 2         |
| Harassment              | 2         |
| Customer Service        | 1         |
| Sexual Harassment       | 1         |
| <b>Total</b>            | <b>63</b> |

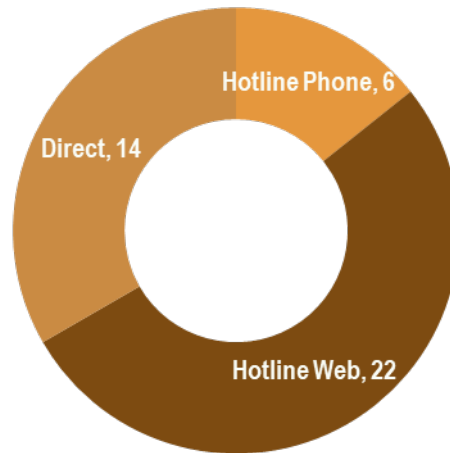
Note: Reporters can select more than one allegation category, so the total number does not reflect the number of unique reports.

Source: Berkeley City Auditor

Of the 42 reports filed in 2025, 22 (52 percent) came through the Whistleblower Program’s online report form. The program is available to City employees and officials.

Multiple reporting channels ensure the program is easily accessible, allowing individuals to choose the method which they feel most comfortable.

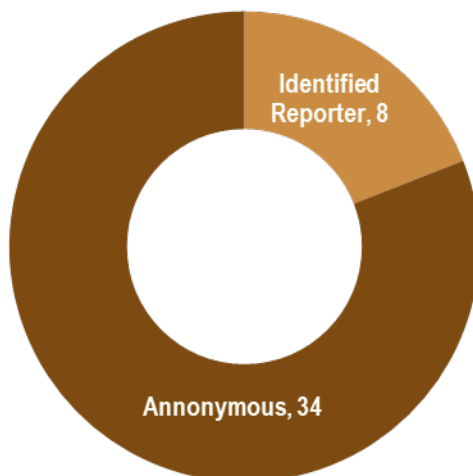
**Figure 3. Reporting Channels Used (2025)**



Note: "Direct" includes reports received by email, letter, phone call to the Auditor's Office, or in person.

Source: Berkeley City Auditor

The majority (34, or 81 percent) of reports were filed anonymously. Anonymous reporting is an important feature of the Whistleblower Program because it encourages individuals to report concerns without fear of retaliation or identification. Offering an anonymous option helps remove barriers to reporting and supports a culture where concerns can be raised safely.

**Figure 4. Anonymous vs. Identified Reporters (2025)**

Note: Some anonymous reporters communicate with staff through the encrypted reporting platform.

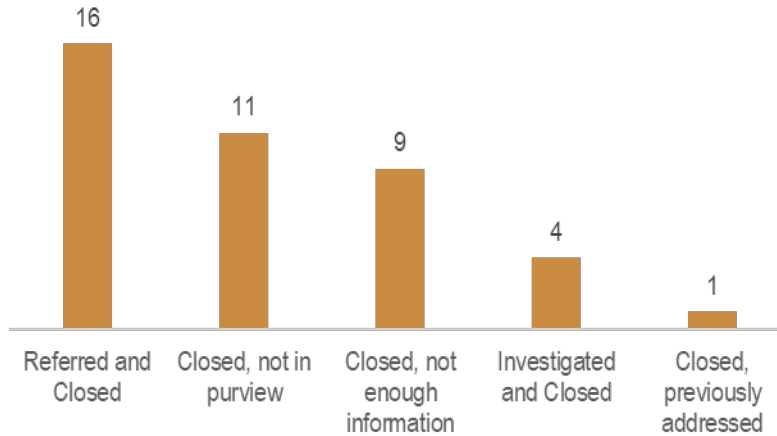
Source: Berkeley City Auditor

Some reporters choose to remain anonymous while still allowing the Auditor's Office to communicate with them through the reporting platform. Reporters may provide an email address that allows staff to send and receive messages through the encrypted system; the platform does not reveal the email address to staff. This allows follow-up questions while preserving anonymity. When anonymous reporters do not provide a way to communicate, the Auditor's Office may be unable to obtain additional details, which can limit the ability to evaluate the concern and may result in the case being closed due to insufficient information.

## Summary of Closed Cases

In calendar year 2025, the Whistleblower Program closed 41 cases. Cases may be closed for several reasons, including completion of an investigation, referral to another department or entity, insufficient information to proceed, or because the allegation was outside the Program's authority. These outcomes reflect the Whistleblower Program's role in both investigating eligible matters and ensuring reports are directed to the most appropriate oversight body when another process is better suited. Figure 5 provides a summary of how closed cases were resolved during the year.

**Figure 5. Disposition of Closed Cases (2025)**



Note: Cases may be closed because they were referred to another oversight entity, lacked sufficient information, or fell outside the program’s jurisdiction.

Source: Berkeley City Auditor

Case dispositions reflect the Auditor’s Office’s responsibility to focus investigative resources on matters that meet program criteria and present sufficient risk to the City. Some cases are referred to other departments or oversight bodies when another process is better suited to address the concern. For example, matters related to routine personnel issues, workplace conflicts, or operational policy questions may be referred to Human Resources or department management for review and resolution.

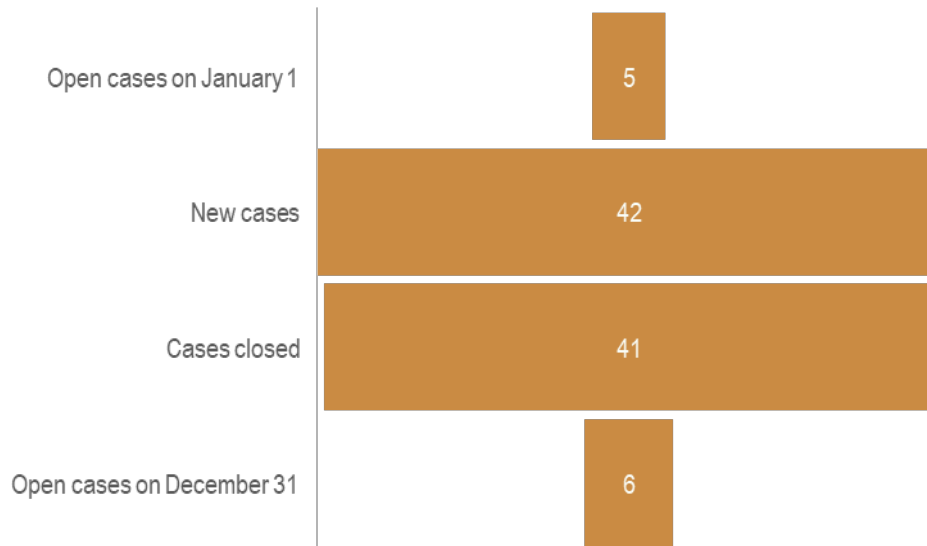
Cases may also be closed due to insufficient information. This can occur when a report does not include enough detail to allow the Auditor’s Office to evaluate the concern. For example, if a report alleges that someone is “stealing money” but does not identify the individual involved, the department, or when the conduct occurred, it may not be possible to move forward. In these situations, the Auditor’s Office will attempt to request additional information when a method of communication is available. Reports are generally kept open for up to 30 days while awaiting follow-up before a determination is made about whether there is sufficient information to proceed.

The number of open cases at year-end is calculated using the following formula:

- Open cases on January 1
- + New cases received during the year
- Cases closed during the year
- = Open cases on December 31

Using this method, the Whistleblower Program had 5 open cases at the start of 2025, received 42 new cases, closed 41 cases, and ended the year with 6 open cases as of December 31, 2025.

**Figure 6. Case Volume and Year-End Status (2025)**



Note: Open case count reflects case status at a point in time and may change as cases progress.  
 Source: Berkeley City Auditor

## Program Outlook and Future Considerations

### Public Reporting and Recommendations

When investigations result in substantiated findings, the City Auditor may issue a public report, consistent with legal requirements and professional standards. The City Auditor may also issue other reports related to whistleblower matters when doing so is in the public interest. These reports include recommendations intended to improve practices and reduce the risk of similar issues in the future. Decisions about whether and when to release a public report depend on the specific facts and circumstances of each matter, including confidentiality considerations and the need to protect the integrity of ongoing processes.

To date, the City Auditor has issued a public report titled [“Substantiated Whistleblower Allegation: \\$286,000 Vehicle Purchased Without Prior Council Approval.”](#) The City Auditor will continue to issue public reports as appropriate.

### Expansion of the Hotline to the Public

As part of long-term planning, the Whistleblower Program has considered expanding the hotline to accept reports from members of the public who are not City employees or officials. However, the City is currently facing a significant budget deficit, and City Council and management have directed departments across the City to implement substantial budget reductions. As a result, this expansion is on hold. The Program must ensure it has sufficient capacity to review reports and conduct investigations consistently and thoroughly before expanding the scope of reporting.

According to the Association of Certified Fraud Examiners’ *Report to the Nations*, 43 percent of occupational fraud cases are detected through tips, and employees account for most of those tips (about 52 percent). This underscores the importance of maintaining a strong and accessible reporting mechanism for City employees and officials.

The Whistleblower Program will continue to assess opportunities to expand access and strengthen transparency as resources allow.

**Office of the City Auditor**

City of Berkeley

**Mission Statement**

Promoting transparency and accountability in Berkeley government.

**Report Preparation**

Erin Mullin, Whistleblower Program Manager

Kendle Kuechle, Auditor II

**City Auditor**

Jenny Wong

**Contact Information**

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Copies of this report and other City Auditor reports are available at

[www.cityofberkeley.info/Auditor/Home/Audit\\_Reports.aspx](http://www.cityofberkeley.info/Auditor/Home/Audit_Reports.aspx)



BERKELEY CITY AUDITOR



| Upcoming Worksessions and Special Meetings |                                   |
|--------------------------------------------|-----------------------------------|
| Scheduled Dates                            |                                   |
| June 23 (6pm)                              | FY 2027 – FY 2028 Budget Adoption |
| July 14 (4pm)                              | ODPA Annual Report                |

| Unscheduled Presentations and Special Meetings |
|------------------------------------------------|
| 1. None                                        |


| Future Information Reports                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Affordable Housing Fee Feasibility Study</li> <li>2. Berkeley Fire Department Annual Report</li> </ol> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>City Council Referrals to the Agenda &amp; Rules Committee and Unfinished Business for Scheduling</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1. | <p><b>12. Social Justice Implications of Proposed Use of Controlled Weapons and Other Policing Tools</b> <i>(Referred to the Agenda &amp; Rules Committee for scheduling on April 21, 2026)</i><br/> <b>From: Peace and Justice Commission</b><br/> <b>Recommendation:</b> Adopt a Policy approving the following actions with regard to the appropriateness of certain chemical weapons and other tools: 1. Retain the existing 2020 bans on chemical weapons (CS and OC), and the 1982 bans on police dogs and helicopters. 2. Retain the 1997 requirement for public reporting of each use of pepper spray. 3. Request the City Manager to engage an academic institution such as UC Berkeley, UCSF, or Stanford to study the health impacts of tear gas and other chemical weapons and canine support, potential short-term and long-term impacts on vulnerable populations and possible alternatives to the use of chemical weapons that provide officer safety, suspect safety, and safety to the general public.<br/> <b>Financial Implications:</b> None<br/> Contact: Tasha Tervalon, Commission Secretary, (510) 981-7000</p> |

| CITY CLERK DEPARTMENT                                                                                                                          |                      |                       |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|-------------------|
| WORKING CALENDAR FOR SCHEDULING LAND USE MATTERS<br>BEFORE THE CITY COUNCIL                                                                    |                      |                       |                   |
| Address                                                                                                                                        | Board/<br>Commission | Appeal Period<br>Ends | Public<br>Hearing |
| <b>NOD – Notices of Decision</b>                                                                                                               |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
| <b>Public Hearings Scheduled</b>                                                                                                               |                      |                       |                   |
| 600 Gilman Street (establish a public drive-in vehicle wash, incidental food service with a service window, and allow a 30-foot wide driveway) | ZAB                  |                       | 7/7/2026          |
|                                                                                                                                                |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
| <b>Remanded to ZAB or LPC</b>                                                                                                                  |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
| <b>Notes</b>                                                                                                                                   |                      |                       |                   |
|                                                                                                                                                |                      |                       |                   |
| ZAB: Zoning Adjustments Board                                                                                                                  |                      |                       |                   |
| LPC: Landmarks Preservation Commission                                                                                                         |                      |                       |                   |

6/11/2026






No Material  
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