BERKELEY CITY COUNCIL FACILITIES, INFRASTRUCTURE, TRANSPORTATION, ENVIRONMENT & SUSTAINABILITY COMMITTEE
REGULAR MEETING

Wednesday, October 21, 2026
2:00 PM

2180 Milvia Street, Berkeley, CA 94704

Committee Members:

Councilmembers Terry Taplin, Cecilia Lunaparra, and Mark Humbert
Alternate: Mayor Adena Ishii

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: 165 996 0775**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the Committee's consideration and inclusion in 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 on Non-Agenda Matters

Minutes for Approval

Draft minutes for the Committee's consideration and approval.

1. Minutes - September 16, 2026

Committee Action Items

The public may comment on each item listed on the agenda for action as the item is taken up. The Chair will determine the number of persons interested in speaking on each item. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Chair 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.

Following review and discussion of the items listed below, the Committee may continue an item to a future committee meeting, or refer the item to the City Council.

2. 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)
Referred Date: June 15, 2026
Due Date: November 30, 2026
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

Committee Action Items

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.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130

Items for Future Agendas

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

Adjournment

~~~~~~

Written communications addressed to the Facilities, Infrastructure, Transportation, Environment & Sustainability Committee and submitted to the City Clerk Department 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, (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.

~~~~~~

I hereby certify that the agenda for this meeting of the Standing Committee of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on October 15, 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.

Page 4

01

BERKELEY CITY COUNCIL FACILITIES, INFRASTRUCTURE, TRANSPORTATION, ENVIRONMENT & SUSTAINABILITY COMMITTEE
REGULAR MEETING MINUTES

Wednesday, September 16, 2026
2:00 PM

2180 Milvia Street, Berkeley, CA 94704

Committee Members:

Councilmembers Terry Taplin, Cecilia Lunaparra, and Mark Humbert
Alternate: Mayor Adena Ishii

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: 165 166 8515**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the Committee's consideration and inclusion in 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.

MINUTES

Roll Call: 2:01 p.m.

Present: Councilmembers Taplin, Humbert, Lunaparra

Public Comment on Non-Agenda Matters: 5 speakers.

Minutes for Approval

Draft minutes for the Committee's consideration and approval.

1. Minutes - July 15, 2026
Action: M/S/C (Humbert/Taplin) to approve the July 15, 2026 minutes.
Vote: All Ayes.

Committee Action Items

The public may comment on each item listed on the agenda for action as the item is taken up. The Chair will determine the number of persons interested in speaking on each item. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Chair 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.

Following review and discussion of the items listed below, the Committee may continue an item to a future committee meeting, or refer the item to the City Council.

2a. Enforcement of Public Right-of-Way Accessibility Guidelines (PROWAG)
From: Commission on Disability
Referred Date: May 20, 2025
Due Date: September 30, 2026
Recommendation: The Berkeley City Council shall refer to the City Attorney the requirement to include, in all City of Berkeley contracts that impact the public right-of-way, a clause that obligates City contractors to comply with the Public Right-of-Way Accessibility Guidelines (PROWAG).
Financial Implications: See report
Contact: Thomas Gregory, Commission Secretary, (510) 981-6300
Action: 2 speakers. M/S/C (Lunaparra/Humbert) to send the item to Council with a Qualified Positive Recommendation to refer the development of the PROWAG guidelines to the City Manager with the input of the Commission on Disability.
Vote: All Ayes.

Committee Action Items

2b. Companion Report: Enforcement of Public Right-of-Way Accessibility Guidelines (PROWAG)
From: City Manager
Referred Date: May 20, 2025
Due Date: September 30, 2026
Recommendation: The City Manager recommends that the Public Right-of Way Accessibilities Guidelines item be referred to the Facilities, Infrastructure, Transportation, Environment and Sustainability Committee for discussion of potential impacts.
Financial Implications: See report
Contact: Jaime Parks, Public Works, (510) 981-6300
Action: See action on item 2a.

3. Discussion Item: Conflicts Between Disability Access and Micromobility Vehicles
From: Councilmember Humbert (Author)
Contact: Mark Humbert, Councilmember, District 8, (510) 981-7180
Action: 2 speakers. Presentation made and discussion held. The committee completed its consideration of this item.

Unscheduled Items

These items are not scheduled for discussion or action at this meeting. The Committee may schedule these items to the Action Calendar of a future Committee meeting.

Unscheduled Items

4. 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)
Referred Date: June 15, 2026
Due Date: November 30, 2026
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.

Unscheduled Items

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

Items for Future Agendas

- **None**

Adjournment

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

Adjourned at 3:13 p.m.

I hereby certify that the foregoing is a true and correct record of the Facilities, Infrastructure, Transportation, Environment & Sustainability Committee meeting held on September 16, 2026.

_____
Denise Burgara, Assistant 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.

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

02

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

2180 Milvia Street, Floor 5, Berkeley, CA 94704 ● Tel: (510) 981-7130 ● Email: bbartlett@cityofberkeley.info

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.[1] 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

[1]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.[2] 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.[3] 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

---

[2]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.

[3]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.[4] A peer reviewed study published in Traffic Injury Prevention in 2025 validated these findings through independent research methods.[5] 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.[6] 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

---

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

[5]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.

[6]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.

transition away from single-occupancy automobile travel.[7] 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.[8] Approximately 16.7 percent of Berkeley residents (approximately 20,332 people) are aged sixty-five or older.[9] 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.[10] 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.

---

[7] 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.

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

[9] Id. (residents age 65 and over, 16.7%).

[10] 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%.[11] 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.[12] 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.[13] 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.[14] 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

---

[11]Id. (poverty rate 17.8%; median household income $108,558).

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

[13]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.

[14]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.[15]

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.[16] 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.

---

[15] 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.

[16]

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.[17] 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.[18] 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.[19]

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.[20]
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.[21]
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,

---

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

18

[19]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.

20

[21]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.[22] Berkeley already administers a Transportation Network Company User Tax (BMC Chapter 7.71)[23] and a vehicle-for-hire business license framework (BMC Chapter 9.04).[24]

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,

---

[22] 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).

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

[24] 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.[25]

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.

25

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.[26] 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.

26

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]

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

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, le 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.