BERKELEY CITY COUNCIL AGENDA & RULES COMMITTEE SPECIAL MEETING

MONDAY, NOVEMBER 30, 2026

2:30 P.M.

2180 Milvia Street, Berkeley, CA 94704

Committee Members:

Mayor Adena Ishii, Councilmembers Terry Taplin and Mark Humbert

Alternate: Ben Bartlett

This meeting will be conducted in a hybrid model with both in-person and virtual attendance. Attend this meeting remotely using Zoom. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter **Meeting ID: 165 476 3975**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email policycommittee@berkeleyca.gov. All Committee meetings are recorded.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person.

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

California Government Code Section 84308 (Levine Act) Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $500 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $500 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.

AGENDA

Roll Call

Public Comment

Review of Agendas

1. **Approval of Minutes: November 16, 2026**
2. **Review and Approve Draft Agenda:**
   a. 12/15/2026 – Regular City Council Meeting
3. **Adjournments In Memory**

Scheduling

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

Unscheduled Items

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

Items for Future Agendas

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

Adjournment – Next Meeting Monday, January 11, 2027

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

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

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

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

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

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

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

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

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I hereby certify that the agenda for this special meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on Tuesday, November 24, 2026.



Mark Numainville, City Clerk

Communications

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

BERKELEY CITY COUNCIL AGENDA & RULES COMMITTEE SPECIAL MEETING MINUTES

MONDAY, NOVEMBER 16, 2026
2:30 P.M.

2180 Milvia Street, Berkeley, CA 94704

Committee Members:

Mayor Adena Ishii, Councilmembers Terry Taplin and Mark Humbert
Alternate: Ben Bartlett

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Roll Call: 2:35 p.m.

Present: Humbert, Ishii

Absent: Taplin

Councilmember Taplin present at 3:26 p.m.

Public Comment – 2 speakers

Review of Agendas

1. **Approval of Minutes: November 2, 2026**
   Action: M/S/C (Taplin/Humbert) to approve the minutes of 11/2/2026.
   Vote: All Ayes.

2. **Review and Approve Draft Agenda:**
   a. 12/1/2026 – Regular City Council Meeting
   Action: M/S/C (Taplin/Humbert) to approve the agenda of 12/1/2026 with the changes noted below.
   - *Item 16a/b (Commission) Sanctuary City – moved to Consent Calendar*
   - *Item 17 Workplace Relationship Policies (City Auditor) – moved to Consent Calendar*
   - *Item 18 Tobacco Retail (Kesarwani/Taplin) – moved to Consent Calendar*
   - *Item 19 Small Business Disruption Grant Fund (Humbert) – referred to Budget & Finance Committee*

   Vote: All Ayes.

3. **Adjournments In Memory –** None

Scheduling

4. **Council Worksessions Schedule –** received and filed

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

6. **Land Use Calendar –** received and filed

Unscheduled Items

7. **Review Policy Committees Structure**

8. **Review Boards and Commissions Structure**

Items for Future Agendas

- **None**

Adjournment

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

Adjourned at 2:48 p.m.

I hereby certify that the foregoing is a true and correct record of the Agenda & Rules Committee meeting held on November 16, 2026.

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Mark Numainville, City Clerk

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DRAFT AGENDA

BERKELEY CITY COUNCIL MEETING

Tuesday, December 15, 2026
6:00 PM

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

ADENA ISHII, MAYOR

COUNCILMEMBERS:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SHOSHANA O'KEEFE
DISTRICT 6 – BRENT BLACKABY
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

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

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

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Preliminary Matters

Roll Call:

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

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

1. Swearing in of newly elected and re-elected officials

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

Public Comment on Non-Agenda Matters: *Up to ten persons will be selected to address matters not on the Council agenda. If five or fewer persons are identified to provide non-agenda comment, each person selected will be allotted two minutes each. If more than five persons are selected to address matters not on the Council agenda, each person selected will be allotted one minute each.*

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

The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda.

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

Consent Calendar

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

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

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

Public Comment on Consent Calendar and Information Items Only: *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

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

Consent Calendar

1. Minutes for Adoption
From: City Manager
Recommendation: Approve the minutes for the Council meetings of November 9, 2026 (closed), November 17, 2026 (special and regular), and November 30, 2026 (closed).
Financial Implications: None.
Contact: Mark Numainville, City Clerk, (510) 981-6900

2. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on December 15, 2026
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.
Financial Implications: Various Funds - $1,350,000
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Consent Calendar

3. Contract: Air Exchange for Plymovent Installation and Maintenance
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or their designee to execute a contract with Air Exchange for the period January 1, 2026, through December 31, 2030, with an option to extend for an additional two years, in an amount not to exceed $100,000 per fiscal year or $400,000 for the base four year contract period for the installation, repair, and maintenance of Plymovent vehicle exhaust removal systems and related expenses.
Financial Implications: Various Funds - $400,000
Contact: David Sprague, Fire, (510) 981-3473

4. Revenue Grant Agreements: Funding Support from the State of California to Conduct Behavioral Health Services Act Population Based Prevention Program Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or designee to submit a grant agreement to the State of California, accept the grant and execute any resultant revenue agreements and amendments to conduct a Behavioral Health Services Act (BHSA) Population Based Prevention Program Services. The projected total amount of the grant is $385,461 over three years, Fiscal Year (FY) 2027 through FY 2029.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

5. Essential Acute Care Services at the Proposed Emeryville Medical Center
From: City Manager
Recommendation: Adopt a Resolution stating the essential acute-care services that any replacement for the Alta Bates hospital, including the proposed Emeryville Medical Center, should provide; and Authorize the Mayor to sign and send the attached letter to Sutter Health, copying the Mayor of Emeryville and the City of Emeryville's Environmental Impact Report (EIR) record contact, and requesting a prompt written response and meetings with Sutter's leadership, the City of Emeryville and Alameda County EMS.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

6. Amend Resolution No. 72,274-N.S. for Joint Homekey+ Application for Supportive Housing in People's Park at 2556 Haste St.
From: City Manager
Recommendation: Adopt a Resolution amending Resolution No. 72,274-N.S., authorizing the City Manager or designee to take all necessary actions for the City's participation in California Department of Housing and Community Development (HCD)'s Homekey+ program, including entering into HCD's Standard Agreement and any amendments.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

Consent Calendar

7. Filling Human Welfare and Community Action Commission Public Sector Vacancies
From: City Manager
Recommendation: Adopt a Resolution confirming the appointment of Jamira Burley to the Human Welfare and Community Action Commission (HWCAC) as a public sector representative with a term beginning January 1, 2027 and ending December 31, 2030.
Financial Implications: None.
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

8. Extend Term of 2011-2026 Community Workforce Agreement with the Building and Construction Trades Council for Three Months
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a three-month extension to the current Community Workforce Agreement with the Building and Construction Trades Council of Alameda County through March 31, 2027.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

9. Donation from the Friends of the Berkeley Rose Garden via Berkeley Partners For Parks for the Berkeley Rose Garden
From: City Manager
Recommendation: Adopt a Resolution accepting a donation from the Friends of the Berkeley Rose Garden via Berkeley Partners For Parks in the amount of up to $25,000 to support maintenance, new equipment, and supplies at the Berkeley Rose Garden.
Financial Implications: $25,000 (revenue)
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

10. Contract: Einwiller Kuehl Inc. for the Adeline Area Streetscape and Landscape Project
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a sole source contract and any amendments with Einwiller Kuehl Inc. to provide landscape design services to support the public process for the Adeline Area Streetscape and Landscape project for the period of January 1, 2027 to January 30, 2028 for a not to exceed amount of $200,000.
Financial Implications: Various Funds - $200,000
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Consent Calendar

11. Contract No. 32500066 Amendment: Rincon Consultants, Inc. for environmental support services for the Berkeley Water Transportation Pier Ferry Project
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend contract no. 32500066 with Rincon Consultants, Inc (Rincon) increasing the amount by $400,000 for a total not-to-exceed amount of $3,480,000 for environmental support services for the Berkeley Water Transportation Pier Ferry Project for the period July 15, 2024 through June 1, 2028.
Financial Implications: Various Funds - $400,000
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

12. Grant Contract: Housing and Urban Development (HUD) award for the Adeline Complete Street and Ashby BART Transit Plaza
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to accept the U.S. Department of Housing and Urban Development (HUD) grant for the Adeline Complete Streets and Ashby BART Transit Plaza Project in the amount of $850,000, execute any resulting grant agreements and any amendments; and that Council authorizes the implementation of the projects and appropriation of funding for related expenses, subject to securing the grants.
Financial Implications: $850,000 (revenue)
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

13. License Agreement: Wind & Wine, Inc. dba Modern Sailing School and Club for 125-127 University Ave Office Space
From: City Manager
Recommendation: Adopt a Resolution to execute a license agreement with Wind & Wine, Inc. dba Modern Sailing School and Club to license 2nd floor office space located at 125-127 University Ave. The license term is anticipated to begin January 1, 2027 and end February 28, 2027.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

14. Contract No. 32400004 Amendment: Roofing Constructors, Inc. dba Western Roofing Service for on-call roofing and gutter repair services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or designee to execute an amendment to Contract No. 32400004 with Roofing Constructors, Inc. dba Western Roofing Service to increase the spending authority by $300,000 for a total not to exceed $550,000 and extend the contract through December 31, 2027.
Financial Implications: See report
Contact: Jamie Parks, Public Works, (510) 981-6300

Consent Calendar

15. Contract No. 32300116 Amendment: Sharjo Inc. dba ServiceMaster Recovery Management for on-call Emergency Restoration, Mitigation, and Remediation Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or designee, to execute an amendment to Contract No. 32300116 with Sharjo, Inc. for on-call emergency restoration, mitigation, and remediation services. This amendment will add $150,000 in funding for a total contract amount not to exceed $300,000.
Financial Implications: See Report
Contact: Jamie Parks, Public Works, (510) 981-6300

16. Public access to supplemental materials and amendments at City Council meetings, including the timing of presentation of such materials by the Mayor or City Council members, such that the public may comment on them
(Reviewed by the Agenda & Rules Committee)
From: Open Government Commission
Recommendation:
Adopt a policy requiring that prior to the commencement of public comment on each Agenda Item, councilmembers will be asked to present any material they have prepared that is not already included in the packet.
Policy Committee Recommendation: To forward the item to Council with a positive recommendation on the next agenda.
Financial Implications: None
Contact: Sam Harvey, Commission Secretary, (510) 981-6950

Council Consent Items

17. Sixteenth Annual Martin Luther King Jr. Celebration: City Sponsorship and Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund
From: Mayor Ishii (Author)
Recommendation:
1. Adopt a Resolution co-sponsoring the 16th Annual Martin Luther King Jr. Celebration on January 18, 2027.
2. Adopt a Resolution approving the expenditure of an amount not to exceed $500 per Councilmember including $500 from Mayor Ishii, to the Berkeley Rotary Endowment, the fiscal sponsor of the 16th Annual Martin Luther King Jr. celebration, with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Mayor Ishii and any other Councilmembers who would like to contribute.
Financial Implications: See report
Contact: Adena Ishii, Mayor, (510) 981-7100

Council Consent Items

18. Priority Access Community Transportation (PACT): Establishing a Community Benefit Operational Design Domain (ODD) Framework for Autonomous Shuttle Deployment in Berkeley That Serves Seniors, People with Disabilities, and Underserved Communities *(Reviewed by the Facilities, Infrastructure, Transportation, Environment & Sustainability Committee)*

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

Recommendation: Adopt the following actions:

1. Establish the Priority Access Community Transportation (PACT) initiative and refer to the Transportation Commission the task of advising on the PACT Community Benefit Operational Design Domain (ODD) framework for autonomous shuttle deployment in the City of Berkeley, consistent with the goals, principles, and legal framework set forth in this item, and with the principle that autonomous shuttle service is to supplement, and not replace or compete with, Berkeley's public transit network.

2. Refer to the City Manager, in consultation with the City Attorney and such other City departments, commissions, labor representatives, and community partners as the City Manager determines appropriate (Including the Transportation Commission, the Commission on Disability, Bear Transit and AC Transit)the issuance of a competitive Request for Proposals seeking an industry partner, consultant team, or consortium to develop recommended PACT implementation work products for the Council's later consideration. The RFP shall invite proposers to compete for the opportunity to help Berkeley design an equity-centered autonomous mobility framework while reducing the burden on existing City staff capacity.

The work products of the RFP may ask proposers to develop as options for Council include, as examples and not as a fixed or exhaustive list:

a. An illustrative draft CB-ODD ordinance concept 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, offered as an example only, 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, operator-accountability measures enforced through the City's control of preferential access rather than through new City enforcement activity, and termination provisions;

c. A proposed illustrative Mobility Equity Grid identifying locations where service shall be prioritized to reach seniors, persons with disabilities, low-income residents, zero-vehicle households, transit deserts, medical facilities, pharmacies, grocery stores, and community centers, and designed so that service functions as a first-and last-mile connection to AC Transit and BART and fills gaps in places and hours where fixed-route service is limited, rather than paralleling high-frequency core transit corridors;

d. A proposed Mobility Equity Fund and enabling revenue mechanism. Potential revenue sources to be studied and returned to Council as options may include (i) a generally applicable business license tax on autonomous passenger service operators domiciled or maintaining a business office in Berkeley, and (ii) a trip-based

congestion and curb-access charge on ride-hailing trips, including trips provided in autonomous vehicles, modeled on San Francisco's voter-approved per-trip charge (Proposition D, 2019), set at a lower rate for pooled or shared rides and for trips serving as a first- or last-mile connection to public transit. Staff should evaluate any such charge in coordination with Berkeley's existing Transportation Network Company User Tax (Berkeley Municipal Code Chapter 7.71), and should identify the state enabling authorization and voter approval that such a charge would require;
e. A proposed curb-management framework that evaluates whether and where to designate a limited number of autonomous passengers loading zones and associated standards. The framework should avoid siting new loading or drop-off zones at locations already served by transit stops or existing loading zones, should prioritize shared use of curb space already in place, and should not reduce curb space dedicated to transit, paratransit, or existing loading needs. Because curb and loading-zone regulations are difficult and resource-intensive to enforce, and the City is not committing additional enforcement capacity, the framework should rely on self-enforcing design, technology, and operator accountability under the voluntary agreement rather than on new City enforcement obligations;
f. A proposed limited pilot program of modest scope, with the number of corridors and initial operators to be recommended by staff and the selected proposer based on feasibility; 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, with the goal of minimizing new demands on the General Fund and City staff time.
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, parallel, or provide a basis for reducing fixed-route public transit service, that PACT service is designed to connect riders to and from the transit network rather than to compete with it, 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 state enabling legislation authorizing Berkeley to levy a local per-trip charge on ride-hailing and autonomous passenger trips of the kind authorized for San Francisco by AB 1184 (Ting, 2018), 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 may be allocated to autonomous mobility operators only on terms that advances community benefits, equity, public safety, and climate resiliency while preserving public transit service, and only where such allocation does not diminish curb space or right-of-way capacity needed for public transit, paratransit, or existing loading.

Council Consent Items

6. Direct the City Manager and the Office of Economic Development to include in the RFP an economic participation strategy that invites applicants to identify local hiring, apprenticeship pathways, voluntary per-trip Mobility Equity Fund, private-sector funding, and partnerships with community-based organizations.
In adopting these actions, the Council directs the development of a framework and the return of options for its future consideration. No ordinance, agreement, Mobility Equity Grid, exhibit, or other work product referenced below is adopted, endorsed, or approved by this action; each is illustrative only, is offered to inform a competitive Request for Proposals, and shall return to Council for consideration following City Attorney and staff review. Nothing in this item appropriates funds, commits additional City staffing or enforcement capacity, or directs any action beyond preparation and review of the Request for Proposals and resulting recommendations.
Policy Committee Recommendation: To send the revised item to Council with a Positive Recommendation.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130

Action Calendar

The public may comment on each item listed on the agenda for action. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again during the Action Calendar public comment period on the item

The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to determine the number of persons interested in speaking at that time. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

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

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

Action Calendar – Public Hearings

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

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

Action Calendar – Public Hearings

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

19. Vital Records Fee Schedule Update
From: City Manager
Recommendation: Conduct a public hearing and, upon conclusion, adopt a Resolution establishing a new Vital Records fee schedule effective January 1, 2027, and rescinding Resolution 72,093-N.S., adopted on January 20, 2026. Decrease the birth certificate fee by $2.00 due to the discontinuation of the Umbilical Cord Blood Collection Program (CA Health & Safety Code §§ 1629.5–1630 (2025)). Increase the Transit Letter fee (also referred to as the Non Communicable Disease/Health Authority Letter) for the international transport of human remains or cremains from $4.00 to 14.00 to ensure appropriate cost recovery and align the charge with the resources required to issue the letter. All other Vital Records Fees are to remain the same.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

20. Lease Agreement: Wind & Wine, Inc. dba Modern Sailing School and Club for 125-127 University Avenue Office Space
From: City Manager
Recommendation: Conduct a public hearing and upon conclusion, adopt first reading of an Ordinance executing a five-year lease agreement with Wine & Wind, Inc. dba Modern Sailing School and Club to lease second floor office space located at 125-127 University Ave in the Berkeley Waterfront. The lease term is anticipated to begin March 1, 2027, and end February 29, 2032, with a five-year extension option.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

21. Amendments to BMC Title 23 (Zoning) to update permit requirements for Hot Tubs, Jacuzzis, and Spas
From: City Manager
Recommendation: Conduct a public hearing and upon conclusion adopt first reading of an ordinance amending Berkeley Municipal Code Title 23 (Zoning Ordinance) Section 23.304.070(D) to update permit requirements for Hot Tubs, Jacuzzis, and Spas.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400

Action Calendar – Public Hearings

22. Zoning Adjustments Board Appeal: 2700 Shattuck, Use Permit #ZP2024-0058
From: City Manager

Recommendation: Conduct a public hearing on the two appeals of the Zoning Adjustment Board's (ZAB) July 9, 2026 decision to approve Use Permit #ZP2024-0058, to demolish two single-story commercial structures (22,273 square feet) and construct an 8-story (90 feet and 4 inches) 281,960 square-foot mixed-use residential development with 359 dwelling units (including 38 Very Low Income units), 5,136 square feet of ground floor commercial space, 141 off-street vehicle parking spaces, and 158 bicycle parking spaces, utilizing density bonus, and upon conclusion, adopt a Resolution that implements either Option 1 or Option 2 below:

Option 1
-Finds the project was "deemed approved" as a matter of law on July 2, 2026, and therefore there was no basis for the ZAB to issue its July 9, 2026 decision;
-Finds that the applicant did not appeal the July 2, 2026 "deemed approval," pursuant to which the Project was approved with all three requested concessions, and therefore that "deemed approval" stands, subject to the City's standard conditions of approval; and
-Treats the appeal filed by East Bay Residents for Responsible Development as an appeal of the July 2, 2026 "deemed approval," and uphold that approval on the grounds that the labor standards contained in Public Resources Code Section 21080.66(d)(2) and Government Code Section 65913.4(a)(8) are not triggered because the project is not over 85 feet pursuant to the California Building Code definition of height (i.e. deny East Bay Residents for Responsible Development's appeal).

-OR-

Option 2
-Finds that the project was not "deemed approved" as a matter of law on July 2, 2026, because the "deemed approval" provision of the Permit Streamlining Act violates due process rights under the state and federal constitutions;
-Affirms ZAB's determination that the applicant's third requested density bonus concession (exemption from the City's local inclusionary housing in-lieu fee requirement) is not an eligible concession under state Density Bonus Law;
-Affirms ZAB's determination that the labor standards contained in Public Resources Code Section 21080.66(d)(2) and Government Code Section 65913.4(a)(8) are not triggered because the project is not over 85 feet pursuant to the California Building Code definition of height (i.e. deny East Bay Residents for Responsible Development's appeal).

Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400

Action Calendar – Public Hearings

23. Landmarks Preservation Commission Appeal: Elmwood Commercial Historic District, Landmark Application #LMIN2026-0001
From: City Manager
Recommendation: Conduct a public hearing and upon conclusion adopt a Resolution affirming the Landmarks Preservation Commission (LPC) decision to deny the Elmwood Commercial Historic District landmarking application (LMIN2026-0001).
Financial Implications: None
Contact: Jordan Klein, Planning and Development, (510) 981-7400

Action Calendar – Policy Committee Track Items

24. Annual Report on Gifts Received
From: Councilmember O'Keefe (Author)
Recommendation: Adopt a Resolution accepting the Library's annual reporting to the City Council of gifts received in FY 2026 as mandated by CC Resolution No. 65,444-N.S.
Financial Implications: None
Contact: Shoshana O'Keefe, Councilmember, District 5, (510) 981-7150, Rebecca Alcalá-Veraflor, Library, (510) 981-6100

Information Reports

25. FY 2026 Fourth Quarter Investment Report: Ended June 30, 2026
From: City Manager
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Public Comment – Items Not Listed on the Agenda

Adjournment

NOTICE CONCERNING YOUR LEGAL RIGHTS*: If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

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

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

the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at the City Clerk Department located on the first floor of City Hall located at 2180 Milvia Street, and through the City's online records portal: https://records.cityofberkeley.info/.

Agendas, agenda reports, and revised/supplemental material may be accessed via the online agenda for this meeting at: berkeleyca.gov/council-agendas
and may be accessed at reference desks at the following locations:

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

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

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

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

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

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

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

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Open Government Commission

CONSENT CALENDAR
December 15, 2026

To: Honorable Mayor and Members of the City Council

From: Open Government Commission

Subject: Public access to supplemental materials and amendments at City Council meetings, including the timing of presentation of such materials by the Mayor or City Council members, such that the public may comment on them

RECOMMENDATION

Adopt a policy requiring that prior to the commencement of public comment on each Agenda Item, councilmembers will be asked to present any material they have prepared that is not already included in the packet.

POLICY COMMITTEE RECOMMENDATION

On November 2, 2026, the Agenda and Rules Committee adopted the following action: M/S/C (Taplin/Humbert) to forward the item to Council with a positive recommendation on the next agenda. Vote: All Ayes.

RATIONALE FOR RECOMMENDATION

Pursuant to the Open Government Ordinance, the Open Government Commission may "propose additional legislation or procedures that it deems advisable to ensure the City's compliance with this Ordinance, the Brown Act, the Public Records Act, and the Lobbyist Registration Act, and advise the City Council as to any other action or policy that it deems advisable to enhance open and effective government in Berkeley." (BMC § 2.06.190.A.2.)

FINANCIAL IMPLICATIONS

None.

CURRENT SITUATION AND ITS EFFECTS

The current Berkeley City Council Rules of Procedure and Order do not address additional materials that are submitted at the time of a City Council meeting. However, BMC 2.06.010.A states, "Democracy in our representative form of government requires

that the public have an opportunity to understand the government's activities and to communicate its concerns to its elected and appointed representatives, and that those representatives have an adequate opportunity to consider those concerns and then act effectively and in a timely manner."

Requiring councilmembers to present their prepared materials before public comment upholds the public's opportunity to communicate concerns to its elected officials prior to elected officials taking action on a given item.

The Open Government Commission approved submission of this recommendation to the City Council at its May 21, 2026 regular meeting.

Action: M/S/C (Saginor/Lee) to approve draft agenda item and submit to City Council.
Vote: Ayes: Lee, Ching, Saginor, Sudharsan, Lazarus, Haugh; Noes: None; Absent: Shere.

BACKGROUND

On January 20, 2026, prior to public comment on Item 24, a councilmember reported having "small amendments" to that item which the Mayor invited them to share. Their response was, *"I think we should close the public hearing and then I can discuss my proposed amendments."*

This did not constitute a violation of the Brown Act because the material was shared with the public at the same time it was shared with City Council. However, because these materials were not shared before public comment, the public lost their opportunity to communicate possible concerns with the materials, and our representatives lost their opportunity to act on these concerns.

ALTERNATIVE ACTIONS CONSIDERED

Leaving the current rules in place allows elected officials to withhold prepared materials until after public comment is closed. This weakens the value of public comment and erodes the public trust.

CITY MANAGER

The City Manager takes no position on the content and recommendations of this report.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None.

CONTACT PERSON

Kyle Haugh, Chair, Open Government Commission, (510) 981-6998
Sam Harvey, Secretary, Open Government Commission, (510) 981-6998

ADENA ISHII
MAYOR OF BERKELEY

02a.17

CONSENT CALENDAR
December 15, 2026

To: Honorable Members of the Berkeley City Council

From: Mayor Adena Ishii (Author)

Subject: Sixteenth Annual Martin Luther King Jr. Celebration: City Sponsorship and Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund

RECOMMENDATION

1. Adopt a Resolution co-sponsoring the 16th Annual Martin Luther King Jr. Celebration on January 18, 2027.

2. Adopt a Resolution approving the expenditure of an amount not to exceed $500 per Councilmember including $500 from Mayor Ishii, to the Berkeley Rotary Endowment, the fiscal sponsor of the 16th Annual Martin Luther King Jr. celebration, with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Mayor Ishii and any other Councilmembers who would like to contribute.

BACKGROUND

The annual Martin Luther King Jr Celebration, which first started in 2012, strives to bring together a diverse group of East Bay residents to celebrate and continue the work of Dr. Martin Luther King Jr. The purpose of this event is to bring the faith based, business, university, youth and civic communities together to celebrate the life and dreams of Dr. King and to honor adult and youth leaders in our community.

The theme of this year's event is "Beloved Community: *Bending Toward Justice*". Our hope is that our national and local communities can indeed *Bend Toward Justice* and build bridges of acceptance. . This annual event provides an opportunity to recognize youth, community, and civic leaders who are furthering Dr. Martin Luther King Jr.'s legacy in their work to build community and a vision for the future.

We are proposing that City Councilmembers make individual grants of up to $500 to the Berkeley Rotary Endowment to commemorate and honor Dr. Martin Luther King Jr and support organizations being recognized at the event. The breakfast event is being held in person at the DoubleTree Hotel at the Berkeley Marina, January 18, 2027. Funding that is raised will be used to provide scholarships to high school leaders recognized during the program along with a small honorarium to community action awardees.

FINANCIAL IMPLICATIONS

No General Fund impact; $500 is available from Mayor Ishii's budget discretionary account.

ENVIRONMENTAL SUSTAINABILITY

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

CONTACT PERSON

Mayor Adena Ishii
510-981-7100

Attachments: 1: Resolution for City Sponsorship 2: Resolution for Council Expenditures

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

CITY SPONSORSHIP OF THE 16TH ANNUAL DR. MARTIN LUTHER KING JR. CELEBRATION

WHEREAS, the Sixteenth Annual Dr. Martin Luther King Jr. Celebration will take place on January 18, 2027; and

WHEREAS, the purpose of this event is to bring the faith based, business, university, youth and civic communities together to celebrate the life and dreams of Dr. King and to honor adult and youth leaders in our community; and

WHEREAS, tThe theme of this year's event is "Beloved Community: *Bending Toward Justice*". Our hope is that our national and local communities can indeed *Bend Toward Justice* and build bridges of acceptance. This annual event provides an opportunity to recognize youth, community, and civic leaders who are furthering Dr. Martin Luther King Jr.'s legacy in their work to build community and a vision for the future, and

WHEREAS, historically the Berkeley City Council has generously provided sponsorship for this event.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City of Berkeley hereby co-sponsors the 16th Annual Dr. Martin Luther King Jr. Celebration, has permission to use the City's name and logo in the event's promotional materials and signage naming the City of Berkeley as a co-sponsor solely for the purpose of the City indicating its endorsement of the event.

BE IT FURTHER RESOLVED that this co-sponsorship does not: (1) authorize financial support, whether in the form of fee waivers, a grant or provision of City services for free; (2) constitute the acceptance of any liability, management, or control on the part of the City for or over the MLK Jr Celebration; or (3) constitute regulatory approval of the event

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

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

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

WHEREAS, a California non-profit tax-exempt corporation, the Berkeley Rotary Endowment, seeks funds in the amount of $500 to provide the following public services to publicly commemorate and honor the contributions of Dr. Martin Luther King Jr.; and

WHEREAS, the provision of such services would fulfill the following municipal public purpose of bringing the communities across the City, including, but not limited to faith based, business, university, youth and civic communities, together to celebrate the life and dreams of Dr. King and to honor adult and youth leaders in our community.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that funds relinquished by the Mayor and Councilmembers from their Council Office Budget up to $500 per office shall be granted to the Berkeley Rotary Endowment to fund the following services of bringing the communities across the City, including, but not limited to faith based, business, university, youth and civic communities, together to celebrate the life and dreams of Dr. King and to honor adult and youth leaders in our community.

BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR

November 17, 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 (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 (ODD) framework for autonomous shuttle deployment in the City of Berkeley, consistent with the goals, principles, and legal framework set forth in this item, and with the principle that autonomous shuttle service is to supplement, and not replace or compete with, Berkeley's public transit network.
2. Refer to the City Manager, in consultation with the City Attorney and such other City departments, commissions, labor representatives, and community partners as the City Manager determines appropriate (Including the Transportation Commission, the Commission on Disability, Bear Transit and AC Transit)the issuance of a competitive Request for Proposals seeking an industry partner, consultant team, or consortium to develop recommended PACT implementation work products for the Council's later consideration. The RFP shall invite proposers to compete for the opportunity to help Berkeley design an equity-centered autonomous mobility framework while reducing the burden on existing City staff capacity. The work products of the RFP may ask proposers to develop as options for Council include, as examples and not as a fixed or exhaustive list:
    a. An illustrative draft CB-ODD ordinance concept 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, offered as an example only, 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, operator-accountability measures enforced through the City's control of preferential access rather than through new City enforcement activity, and termination provisions;

c. A proposed illustrative Mobility Equity Grid identifying locations where service shall be prioritized to reach seniors, persons with disabilities, low-income residents, zero-vehicle households, transit deserts, medical facilities, pharmacies, grocery stores, and community centers, and designed so that service functions as a first-and last-mile connection to AC Transit and BART and fills gaps in places and hours where fixed-route service is limited, rather than paralleling high-frequency core transit corridors;

d. A proposed Mobility Equity Fund and enabling revenue mechanism. Potential revenue sources to be studied and returned to Council as options may include (i) a generally applicable business license tax on autonomous passenger service operators domiciled or maintaining a business office in Berkeley, and (ii) a trip-based congestion and curb-access charge on ride-hailing trips, including trips provided in autonomous vehicles, modeled on San Francisco's voter-approved per-trip charge (Proposition D, 2019), set at a lower rate for pooled or shared rides and for trips serving as a first- or last-mile connection to public transit. Staff should evaluate any such charge in coordination with Berkeley's existing Transportation Network Company User Tax (Berkeley Municipal Code Chapter 7.71), and should identify the state enabling authorization and voter approval that such a charge would require;

e. A proposed curb-management framework that evaluates whether and where to designate a limited number of autonomous passengers loading zones and associated standards. The framework should avoid siting new loading or drop-off zones at locations already served by transit stops or existing loading zones, should prioritize shared use of curb space already in place, and should not reduce curb space dedicated to transit, paratransit, or existing loading needs. Because curb and loading-zone regulations are difficult and resource-intensive to enforce, and the City is not committing additional enforcement capacity, the framework should rely on self-enforcing design, technology, and operator accountability under the voluntary agreement rather than on new City enforcement obligations;

f. A proposed limited pilot program of modest scope, with the number of corridors and initial operators to be recommended by staff and the selected proposer based on feasibility; 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, with the goal of minimizing new demands on the General Fund and City staff time.

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, parallel, or provide a basis for reducing fixed-route public transit service, that PACT service is designed to connect riders to and from the transit network rather than to compete with it, 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 state enabling legislation authorizing Berkeley to levy a local per-trip charge on ride-hailing and autonomous passenger trips of the kind authorized for San Francisco by AB 1184 (Ting, 2018), 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 may be allocated to autonomous mobility operators only on terms that advances community benefits, equity, public safety, and climate resiliency while preserving public transit service, and only where such allocation does not diminish curb space or right-of-way capacity needed for public transit, paratransit, or existing loading.
6. Direct the City Manager and the Office of Economic Development to include in the RFP an economic participation strategy that invites applicants to identify local hiring, apprenticeship pathways, voluntary per-trip Mobility Equity Fund, private-sector funding, and partnerships with community-based organizations.

In adopting these actions, the Council directs the development of a framework and the return of options for its future consideration. No ordinance, agreement, Mobility Equity Grid, exhibit, or other work product referenced below is adopted, endorsed, or approved by this action; each is illustrative only, is

offered to inform a competitive Request for Proposals, and shall return to Council for consideration following City Attorney and staff review. Nothing in this item appropriates funds, commits additional City staffing or enforcement capacity, or directs any action beyond preparation and review of the Request for Proposals and resulting recommendations.

POLICY COMMITTEE RECOMMENDATION

On November 18, 2026, the Facilities, Infrastructure, Transportation, Environment & Sustainability Committee adopted the following action: M/S/C (Humbert/Lunaparra) to send the revised item to Council with a Positive Recommendation. Vote: Ayes – Humbert, Lunaparra; Noes – None; Absent – Taplin.

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.

1. What AreAutonomous Vehicles, and Why Are They Arriving Now?

AV's 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*. An Operational Design Domain is a defined envelope of geography, time of day, weather, roadway type, and speed in which the system is designed to operate safely.[2] Autonomous shuttles are relatively small- to mid-size passenger autonomous vehicles (AVs) designed to operate as shared, on-demand,

[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/.

[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.

or scheduled transportation services. Typically powered by electricity, most autonomous shuttles carry up to twelve people and operate primarily along designated routes/corridors or service zones. Autonomous shuttles differ from private autonomous taxis because they serve the public, rather than operating as one-way private-hire vehicles.

After two decades of research, funding, and incremental deployment, autonomous shuttles are on the verge of widespread commercial application. 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] As of 2025, deployment has spread beyond San Francisco, to include much of the Bay Area. Industry experts and state regulatory bodies have shifted from treating autonomous shuttle/taxi services as experimental prototypes to an expanding consumer-product market. Rather than asking whether these types of vehicles will operate in the city of Berkeley, the real questions are how, and on what terms.

The Safety Case for Autonomous Transport

Safety is a key advantage of self-driving cars. In the United States, traffic accidents claim more than 40,000 lives each year. According to the National Highway Traffic Safety Administration (NHTSA), most traffic deaths result from driver error. Self-driving vehicles operate differently than most human drivers. They operate with consistency, and strict adherence to compliance. Data shows that self-driving cars pay attention, follow the law and best practices, and react faster than human drivers.

In 2025, a leading AV company logged about 56.7 million miles without anyone in the vehicle. During that period, the company saw nearly a 91% reduction in serious injuries and fatalities compared with projected values for human-operated vehicles traveling the same area and number of miles. In addition, this autonomous operator saw a drop of around 92% in bodily injury insurance claims; 88% in property damage claims; a decline of about 92% in incidents involving pedestrians; and a decline of roughly 78% of incidents involving cyclists; when compared to human driver projections based on geography and miles.[4] A peer reviewed study published in Traffic Injury

[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.

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

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 scalar increases in safety do not necessarily obviate the need for human oversight or eliminate the use of public transportation. Rather they provide a basis for prioritizing the areas and populations which would benefit the most from autonomous operation, such as older adults, people with disabilities, and residents traveling during hours of reduced visibility on corridors frequented by pedestrians and bicyclists.

2. Environmental and Economic Benefits

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 transition away from single-occupancy automobile travel.[6]

The AV shuttle fleets proposed for Berkeley are electric vehicles. Electrified shared mobility reduces transportation sector greenhouse gas emissions by eliminating Co2 exhaust. Automated acceleration, braking, and routing can cut energy use per vehicle mile by 20 to 30 percent compared to conventional gas-powered internal combustion vehicles.[7] Ride sharing can lower the need for individual car ownership as it facilitates small group ridership. This helps to reduce the amount of time automobiles spend parked in our neighborhoods and frees up land used for parking for other uses, such as housing or open space.

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

[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, 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.

[7]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.

[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%).

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. This population's health outcomes rely most heavily on consistent access to medical services through clinics, pharmacies, and grocery stores.

Berkeley's poverty rate 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 more 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 have no backstop.

These demographics are illustrative of an overall mobility-rich populace at the conceptual level and a mobility-poor populace at the practical level. A low-income worker who must leave their job when all buses stop running, a student with late working hours; a senior citizen who no longer drive, disabled residents who never had the ability to drive, injured persons, and families with only one vehicle will all find themselves devoid of transportation options. PACT plans to close this transportation equity gap by requiring exclusive services based on the rider's needs.

4. Supplementing AC Transit,

Autonomous shuttle service in Berkeley should supplement AC Transit, as opposed to replacing fixed-route bus service, or serving as a pretext to reduce service, eliminate routes, or displace transit workers. The Amalgamated Transit Union has demonstrated valid cause for concern regarding

[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/.

[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).

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. Accordingly, PACT service should be designed to connect riders to and from AC Transit and BART and to fill gaps in time and place where fixed-route service is limited and should not be sited to parallel or compete with high-frequency core transit corridors or used as a basis for reducing transit service.

AC Transit's 2025 service redesign rationalized frequency increases on demand corridors such as Line 52, while reducing frequency reductions on several hillside routes.[14] In this instance, autonomous shuttles can provide value, by closing gaps in the hillside neighborhoods and off-hour service, without cannibalizing without cannibalizing core transit service. An additional layer of small-vehicle on-demand service provided atop a robust fixed route network can take passengers 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 is that autonomous shuttles support buses and they do not compete against them. The Transportation Commission shall design the PACT 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, PACT 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(‘ODD”) is a term of art in autonomous vehicle engineering. Under the Society of Automotive Engineers’ Recommended Practice J3016, an ODD is the set of operating conditions under which a given driving automation system is specifically designed to function.[16] Traditionally, an ODD is defined by the vehicle manufacturer and approved by regulators as a

[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.

[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]

technical safety envelope: the geography, the speed range, the weather conditions, and the roadway types within which the system is verified. An ODD, in other words, is an internal engineering constraint that operators disclose to state and federal regulators.

The Berkeley PACT Framework treats the ODD as a City asset, rather than an engineering metric privately created for operators. So long as operators need The City's approval to designate areas of passenger loading on the street and assign preferred curb-side access within a given ODD, The City has authority over how they can allocate such approval (and therefore benefits) at their discretion. Thus, the ODD becomes a set of boundaries defining service obligations, equity commitments, data accountability, and workforce protection under the terms of a Community Benefit Agreement.
No other municipality 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.

6. The Legal Landscape: State versus Local Authority

As an initial matter, the State of California 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, PACT would be directed to rely on the following local authorities:

[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.

a. **Curb and Loading Zones.** 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. **Public Right-of-Way.** 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. Business License Tax. 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, 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. City Assets. 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

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

[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.

Ashby BART stations, Alta Bates Summit Medical Center, Berkeley City College, and the UC Berkeley campus edge. Each PACT 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)**

A community benefit agreement (CBA) will be negotiated on an entirely voluntary basis by all companies desiring priority to operate as preferred autonomous vehicle service providers. Signing a CBA does not prohibit an AV operator from operating an autonomous passenger service within the city limits of Berkeley under state authorization. Neither is an AV operator required to sign a CBA prior to serving the city. The PACT CBA is offered to those operators wishing to receive first preference for use of City streets and curbsides. In addition to other terms and conditions that may be agreed upon, the CBA will contain, at least, the following:

i. **Priority Population Service.** The number of hours (percent) that will be allocated to serve seniors, persons with disabilities, and low-income residents as determined by the Transportation Commission and feasible to operate.

ii. **Essential Destination Coverage.** Services should include grocery stores, pharmacies, medical services, and other essential destinations designated in the Mobility Equity Grid. Service hours should remain open during peak demand time. Peak Demand Time is typically defined as early morning or 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 are required to share aggregate and anonymous data related to trips taken, waiting times at bus stops or other locations, coverage and service levels for priority populations. All shared data must be de-identified and can only be used for the purpose of transportation planning and analysis.

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 PACT 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 PACT 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 consist of a Business License Tax Applicable to all Autonomous Passenger Service Operators domiciled in Berkeley or with an Office in Berkeley; the business license tax would comply with Public Utilities Code Section 5371.4 and Berkeley Municipal Code Chapter 9.04. The proposer should also study a trip-based congestion and curb-access charge on ride-hailing trips, including trips provided in autonomous vehicles, modeled on San Francisco's voter-approved per-trip charge (Proposition D, 2019), structured with a lower rate for pooled or shared rides and for trips serving as a first- or last-mile connection to public transit, and coordinated with Berkeley's existing Transportation Network Company User Tax (Berkeley Municipal Code Chapter 7.71). The analysis should identify the state enabling authorization

(as provided for San Francisco by AB 1184 (Ting, 2018)) and the voter approval that such a charge would require, so that it is pursued only through legally available means. Revenues will be allocated to the PACT Mobility Equity Fund (the "Fund"), which will fund vouchers for Priority Populations, provide booking assistance, and cover administrative costs. Additionally, the Proposer may investigate other potential non-general-fund funding mechanisms such as: community-based voluntary contribution for each trip; grant opportunities; philanthropy; University Partnerships; etc.

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, which should avoid locations already served by transit stops or existing loading zones, should prioritize shared use of curb space already in place, and should not reduce curb space dedicated to transit, paratransit, or existing loading needs, 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 PACT 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 City recognizes that traditional curb and loading-zone enforcement is difficult and resource-intensive, and this framework does not commit the City to new enforcement capacity; it relies instead on the City’s control over preferential access, together with self-enforcing design and technology, as the primary means of operator accountability. 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 for political, legal, and administrative success. PACT is intended as an affirmative option to drive innovation for the greater good of society, while being considerate of the City's financial and resource limitations. The City provides direction, boundaries, and public-interest criteria. While industry and expert teams compete to help develop and fund the implementation architecture.

The PACT Framework respects labor by not supplanting bus operations or displacing transit employees. PACT incorporates AC Transit and ATU Local 192's ZEBU job training program. PACT's commitment to developing workforce paths ensures that as technological advancements occur in transportation, Berkeley can maintain a fully intact transit workforce.

PACT respects equity. As intended, the Mobility Equity Grid routes for autonomous shuttle service to disadvantaged communities. 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.

PACT 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. 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

This is the moment for Berkeley to shape the development of this emergent technology. The necessary technological advances already exist, and strong demographic factors support the City's action. However, as with many policy initiatives, the City must consider practical fiscal and staffing limitations. For this reason, PACT will use a competitive Request for Proposal (RFP) process to attract industry capabilities and technical resources to implement community serving, autonomous mobility within City infrastructure. Implementation recommendations should submit a financial plan with timelines, expected costs, staffing needs, and possible General-Fund-exempt revenue streams.
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 from an Operator's election to participate in exchange preferred access to City-owned curb spaces and other municipal assets.
ALTERNATIVE ACTIONS CONSIDERED

1. Directly Contracting with Autonomous Vehicle Operators

The City could enter into traditional service or licensing agreements with autonomous vehicle operators to provide transportation for seniors, people with disabilities, and other underserved populations, including trips to medical appointments and essential services. However, this approach would require significant municipal expenditures and ongoing funding commitments at a time when Berkeley faces substantial budget constraints. PACT instead proposes leveraging City-controlled assets, including enhanced curb access, designated loading zones, and municipal infrastructure, in exchange for enforceable community benefits without requiring comparable direct expenditures.

2. Expanding Existing Public Transit and Paratransit Services

The City could seek to expand transportation services through AC Transit or existing paratransit providers to address unmet mobility needs. While these services remain essential, expanding them

would require additional public funding, interagency coordination, and potentially substantial operating subsidies. PACT offers a complementary approach by using emerging autonomous transportation technology to address service gaps, improve first- and last-mile connections, and support existing public transit without replacing it.

3. Waiting for Additional State Legislation

The City could defer action until California establishes additional statutory authority for local governments to influence autonomous vehicle deployment. However, SB 915, which sought to expand local authority, did not advance in 2024, and the timing and scope of future legislation remain uncertain. Meanwhile, autonomous vehicle deployment continues under existing state regulatory frameworks. Delaying action would forgo opportunities to establish voluntary partnerships and secure community benefits using authority the City already possesses.

4. Relying Exclusively on Existing State Regulation

The City could allow autonomous vehicle deployment to proceed exclusively under existing state frameworks without establishing a complementary local community benefit program. Although state regulation addresses vehicle safety, operational authorization, and passenger transportation, it does not ensure that deployment will prioritize Berkeley's specific equity, accessibility, public transit, and neighborhood needs. This approach would leave valuable municipal assets and partnership opportunities underutilized. PACT instead creates a voluntary framework through which the City can align access to municipal resources with measurable public benefits while respecting state regulatory authority.

PACT provides a fifth path: **using the public value of Berkeley's existing assets to secure transportation services for residents without creating a comparable new spending obligation.**

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

The City will use its existing municipal assets to empower autonomous mobility operators to deliver transportation benefits to seniors, people with disabilities, and underserved communities. Participation is voluntary, state operating authority remains intact, and public transit is protected.

Berkeley is on the cusp of defining how Autonomous Mobility will be introduced to our City. If we act quickly, we can ensure this emerging technology is designed with the public interest in mind by integrating it into our roads, sidewalks, and transportation system.

Passenger Service via self-driving vehicles is transitioning from pilots (testing) to operations (regular use) throughout the Bay Area, including Berkeley. The purpose of PACT is to establish a local governance model that ensures Autonomous Passenger Service provides safety, equity, public transportation, environmental benefits, and community value.

The PACT initiative would create a **Community Benefit Operational Design Domain** ("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 community service tool. The City would use its authority over curb space, loading zones, right-of-way, city-owned infrastructure, business license fees, and local economic development to direct autonomous shuttle service toward public needs.

PACT does not regulate an operator's right to deploy under State law. It establishes a voluntary exchange of municipal assets for public benefits.

PACT is built on a voluntary exchange of municipal resources for community benefits. Mobility operators authorized by the State may continue operating under existing State law without participating in the program. However, operators seeking enhanced access to City-owned assets, such as designated loading zones, curb space, branded transit stops, or other supporting infrastructure, may voluntarily enter into a Community Benefit Agreement ("CBA") with the City. In exchange for access to these public resources, operators would commit to providing

measurable community benefits, including expanded transportation access for seniors, people with disabilities, and underserved residents.

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, with particular emphasis on serving residents with unmet transportation needs, including seniors, people with disabilities, low-income residents, and communities in underserved areas of Berkeley. The framework would prioritize improved access to healthcare, essential services, public transit, and economic opportunities in neighborhoods where transportation options are limited. This approach recognizes Berkeley's current fiscal and staffing constraints while leveraging the City's high-profile position, university ecosystem, and national leadership in civic innovation to attract private-sector expertise, investment, and competition in service of equitable mobility.

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

1. A proposed PACT ordinance for Berkeley.
2. A 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 PACT framework. This network of priority service corridors would identify areas where autonomous shuttle service can deliver the greatest public benefit, particularly in underserved neighborhoods and communities facing significant transportation barriers. The Grid would prioritize connections to senior centers, medical facilities, pharmacies, grocery stores, transit hubs, and other essential destinations, while addressing the mobility needs of hillside neighborhoods, low-income communities, zero-vehicle households, and areas experiencing gaps in existing transit service. The goal is

to ensure that autonomous mobility expands access to healthcare, essential services, and economic opportunities for residents who need transportation options the most.

Public Safety, Environmental Sustainability, and Economic Opportunity

Public Safety

Improving roadway safety is a central objective of the PACT initiative. Motor vehicle collisions remain a significant public health challenge, with an estimated 36,640 traffic fatalities nationwide in 2025. Emerging research demonstrates that certain fully autonomous vehicle systems have achieved substantially lower collision and injury rates than human-driven vehicles operating under comparable conditions.

A 2026 study by the Insurance Institute for Highway Safety found that Waymo's driverless vehicles experienced 68% fewer police-reportable crashes and 81% fewer injury crashes per mile traveled compared with human drivers in the same operating areas. Additional research has documented reductions in serious injury crashes and collisions involving pedestrians and cyclists.

PACT seeks to build upon these promising safety advancements by directing autonomous mobility toward residents who face significant transportation barriers, including older adults, people with disabilities, individuals with limited access to personal vehicles, and residents traveling during evening and nighttime hours. By connecting these populations to medical care, essential services, transit, and community destinations, PACT aims to make safer, more accessible transportation a tangible community benefit.

Environmental Sustainability

PACT also presents an opportunity to advance Berkeley's climate and transportation goals. Electric autonomous shuttle fleets, when deployed as shared transportation services and coordinated with existing public transit, have the potential to reduce dependence on privately owned automobiles, improve transportation efficiency, and lower greenhouse gas emissions.

Through the Mobility Equity Grid, PACT would prioritize service corridors connecting underserved neighborhoods with essential destinations and transit hubs. By emphasizing shared rides, efficient routing, and first- and last-mile connections, the initiative seeks to reduce unnecessary automobile trips while

expanding transportation access. This approach aligns with Berkeley's Climate Action Plan and broader efforts to encourage sustainable transportation choices.

Local Economic Development

PACT can also create new opportunities for local employment, business development, and workforce participation in the emerging autonomous mobility industry. Potential opportunities include fleet and depot operations, vehicle maintenance, electric charging infrastructure, customer service, accessibility assistance, technology support, and partnerships with local small businesses.

Through voluntary Community Benefit Agreements, the City could encourage participating operators to establish local hiring, workforce training, and small-business participation commitments. These arrangements would allow Berkeley to pursue economic benefits alongside transportation improvements, helping ensure that the growth of autonomous mobility contributes to local prosperity and community well-being.

Berkeley has a choice: allow autonomous mobility to develop under State oversight alone, or use its existing authority to shape its local benefits. PACT empowers Berkeley by establishing a community-centered framework that advances safety, equity, climate resilience, worker protections, and civic value. By aligning innovation with the public interest, Berkeley can lead the nation in ensuring that autonomous mobility serves the people, especially those who need it most. **Autonomous mobility is coming to Berkeley. Let’s meet the moment by ensuring that public resources deliver public benefits.**

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 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** framework, by action of the City Council on March 30, 2027, 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 3.1.

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 5.1.

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 Community Benefit Operational Design Domain

This Exhibit establishes the geographic, temporal, operational, and community benefit parameters applicable to Operator's participation in the PACT program under this Agreement. The Community Benefit Operational Design Domain shall be defined by:

1. **Geographical Boundaries:** Designated streets, corridors, service zones, and maps identifying the areas covered by the Agreement.
2. **Operating Hours:** Approved service schedules, including opportunities for evening, nighttime, and other periods of unmet transportation demand.
3. **Speed Limits:** Maximum and minimum operating speeds, as applicable, consistent with California law and applicable local requirements.
4. **Weather Conditions:** Weather conditions within the Operator's State-authorized operational capabilities.
5. **Roadway Types:** Eligible roadway classifications and operating environments consistent with applicable State authorizations.
6. **Mobility Equity Grid:** Priority service corridors connecting underserved neighborhoods and residents facing transportation barriers with medical facilities, senior centers, pharmacies, grocery stores, transit hubs, and other essential destinations. Priority service corridors and destinations shall be identified using the equity indicators and mapping methodology established in Exhibit C.
7. **Community Benefit Services:** Specific transportation commitments benefiting older adults, people with disabilities, low-income residents, zero-vehicle households, and other underserved populations. Such commitments may include subsidized or no-cost rides, accessible transportation options, and first- and last-mile transit connections.
8. **Community Benefit Performance Standards:** Measurable service commitments, including geographic coverage, service availability, accessibility, ridership, and reporting requirements, as further established in the Community Benefit Agreement

EXHIBIT B

Designated Autonomous Passenger Loading Zones

This 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

The Mobility Equity Grid is a data-driven geospatial planning framework used to identify and prioritize corridors, stops, neighborhoods, and destinations where autonomous mobility services can deliver the greatest community benefit.

The Grid shall inform the development and implementation of the Community Benefit Operational Design Domain (CB-ODD) established under Exhibit A, with particular emphasis on residents facing the greatest transportation barriers.

The Grid shall be developed using the following indicators:

1. Older Adults: Concentrations of residents aged 65 and older.
2. Disability Access: Concentrations of residents with disabilities and areas with unmet accessible transportation needs.
3. Vehicle Access: Concentrations of zero-vehicle households.
4. Economic Need: Low-income households measured relative to Area Median Income (AMI).
5. Transit Accessibility: Areas with limited access to fixed-route public transportation.
6. Essential Destinations: Locations of medical facilities, senior centers, pharmacies, grocery stores, transit hubs, and other essential services.
7. Transit Service Gaps: Corridors and service hours affected by the 2025 AC Transit Realign restructuring and other documented transportation service gaps.

Mapping and Community Input

Specific mapping and service priorities shall be developed by City staff, with input from the Transportation Commission, Commission on Aging, Commission on Disability, Community Health Commission, and relevant community-based organizations.

The resulting Mobility Equity Grid shall guide the selection of priority service areas and inform the community benefit commitments incorporated into Exhibit A and the Community Benefit Agreement.

Nothing in this Exhibit shall independently establish vehicle operating authority or restrict operations authorized under applicable State law.

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) **Wheelchair-Accessible Vehicle** ("**WAV") Wait Time:** average wait time for wheelchair-accessible service, measured separately and required to be substantially comparable to Standard Wait Time;

(e) **Americans with Disabilities Act** ("**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.

Specific performance targets, measurement methodologies, and proportionate remediation measures shall be developed through the PACT implementation process, with input from the Transportation Commission, and incorporated into the final Community Benefit Agreement before execution.

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.

02a.24

Shoshana O'Keefe
Councilmember, District 5

CONSENT CALENDAR
December 15, 2026

To: Honorable Mayor and Members of the City Council

From: Councilmember Shoshana O'Keefe

Submitted by: Rebecca Alcalá-Veraflor, Director of Library Services, Acting as Secretary, Board of Library Trustees

Subject: Annual Report on Gifts Received

RECOMMENDATION

Adopt a Resolution accepting the Library's annual reporting to the City Council of gifts received in FY 2026 as mandated by CC Resolution No. 65,444-N.S.

FISCAL IMPACT OF RECOMMENDATION

None.

CURRENT SITUATION AND ITS EFFECTS

The Board of Library Trustees accepts gifts throughout the fiscal year; for the period from July 1, 2025 through June 30, 2026 the following gifts equal to or in excess of $1,000 aggregate by donor were received and accepted into Library Fund accounts and will be reported to the City Council: The Friends of the Berkeley Public Library for $ 155,000.00, the Berkeley Public Library Foundation for $24,807.10, Carnegie Corporation of NY for $10,000.00 and other donations totaling $31.00.

Donor	Value	Fund	Notes
Individual ≤ $1,000	**$31.00**	**101**	**Individual donations of $1,000 or less**
Carnegie Corporation of NY	**$10,000.00**	**101**	**Support to the Carnegie Library – Central BPL**
Friends of BPL	**$155,000.00**	**104**	**Library programs and materials support**
BPL Foundation	**$24,807.10**	**105**	**Library Grants and Projects**

Donor funds are kept separate and apart from other funds and are managed as part of the regular budget management process per the *Library's Gift / Donation Policy A.R. Number 10.11*.

BACKGROUND
The Council has delegated the responsibility of acceptance and appropriation of Library gift funds to the Board of Library Trustees, such that the Library will be better able to honor the intent and wishes of the grantor/donor and fulfill identified community needs in a timely manner. The Council's delegation of authority to the Board of Library Trustees ensures that public noticing of gifts occurs on a regular basis and annual reporting ensures that the Council remains well-informed regarding gifts to the Library.

On September 20, 2011, the Council approved Resolution No. 65,444-N.S., "Mandating annual reporting from the Board of Library Trustees of gifts in excess of $1,000 in aggregate in an informational report to be presented before the Council on a regular meeting agenda." Information relevant to the report was prepared by staff for Board of Library Trustee consideration and approved for communication to the City Council. The submitted report will fulfill the ordinance's obligation covering the period from July 1, 2025, through June 30, 2026.

RATIONALE FOR RECOMMENDATION
The approval of this recommendation will satisfy the intent of the Council Resolution regarding acceptance of gift funds. In addition, the Board of Library Trustees has reviewed and recommends the report for acceptance. This action will have no negative implications and honors the original intent of the donor parties.

ALTERNATIVE ACTIONS CONSIDERED
No other alternative actions were considered.

CONTACT PERSON
Rebecca Alcalá-Veraflor, Director of Library Services, 981-6195

Attachment:

1. Resolution

RESOLUTION NO.: ##,### N.S.

ANNUAL REPORT TO COUNCIL FROM THE BOARD OF LIBRARY TRUSTEES ON GIFTS RECEIVED AS MANDATED BY CC RESOLUTION NO. 65,444-N.S.

WHEREAS, the Berkeley Public Library regularly receives gifts from two support organizations, the Berkeley Public Library Foundation and the Friends of the Berkeley Public Library, as well as many individuals and groups; and

WHEREAS, the Open Government Ordinance, pursuant to section 2.06.150, stipulates that, *"Contributions to the City or any of its functionaries or Legislative Bodies, for the purpose of carrying out or assisting any City function, shall be disclosed and approved on the Agenda of a regular Meeting of the City Council*"; and

WHEREAS, the City Council at a regular meeting on September 20, 2011 approved on the consent calendar Resolution No. 65,444-N.S., which delegated to the Library Board of Trustees the authority to accept any gifts of funds, goods, or services made to the Library up to $200,000 that do not include unduly restrictive conditions on their use, and all gifts from the Library Foundation constituting payments toward the Foundation's Branch Library FF&E Campaign and included a requirement that the Board of Library Trustees report to Council annually gifts in excess of $1,000 in aggregate; and

WHEREAS, the submitted covers the period from July 1, 2025 through June 30, 2026, corresponding with the fiscal year calendar; and

WHEREAS, gifts to the Library subject to reporting to the City Council during this period are: The Friends of the Berkeley Public Library for $155,000.00, the Berkeley Public Library Foundation for $24,807.10, and the Carnegie Corporation of NY for $10,000.00; and

WHERAS, on October 7, at a regular meeting of the Board, by Resolution 26-050 the board voted to approve the annual gift report to Council as presented.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley hereby accepts the annual report of gifts in excess of $1,000 in aggregate from the Board of Library Trustees.

BE IT FURTHER RESOLVED that the following gifts to the Library are hereby approved:

1. The Friends of the Berkeley Public Library for $155,000.00;
2. The Berkeley Public Library Foundation for $24,807.10: and
3. Carnegie Corporation of NY for $10,000.00

Upcoming Worksessions and Special Meetings	
Scheduled Dates	
Dec 15, 2026 (5:30pm)	Confirming the Results of the November 3, 2026 Election
Mar 16, 2027	OED Economic Dashboards Presentation

Unscheduled Presentations and Special Meetings

1. Accessory Dwelling Unit (ADU) Amnesty Program Update

Future Information Reports

1. Affordable Housing Fee Feasibility Study
2. Berkeley Fire Department Annual Report

	City Council Referrals to the Agenda & Rules Committee and Unfinished Business for Scheduling
1.	**22a. Adopt Amendments to Ordinances Governing Special Events: Block Parties; Park Events; Street Events** *(Referred to the Agenda & Rules Committee for scheduling on October 27, 2026)* **From: Zero Waste Commission** **Recommendation:** Adopt first reading of an ordinance amending BMC 6.46 (Park Events) and BMC 13.44 (Block Parties and Street Events). **Financial Implications:** See report Contact: Julia Heath, Commission Secretary, (510) 981-6300

CITY CLERK DEPARTMENT

WORKING CALENDAR FOR SCHEDULING LAND USE MATTERS BEFORE THE CITY COUNCIL

Address	Board/ Commission	Appeal Period Ends	Public Hearing
NOD – Notices of Decision			
Public Hearings Scheduled			
Elmwood Commercial Historic District	LPC		12/15/2026
2700 Shattuck Avenue (construct mixed-use residential development)	ZAB		12/15/2026
2955 Shattuck Avenue (construct 8-story mixed-use building)	ZAB		2/23/2027
2900-20 Shattuck Avenue (construct 11-story mixed-use building)	ZAB		3/2/2027
1130 Oxford Street (demolish non-residential buildings on former school site)	ZAB		TBD
Remanded to ZAB or LPC			
Notes			
ZAB: Zoning Adjustments Board			
LPC: Landmarks Preservation Commission			

11/20/2026



There is no material for this item.

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

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