BEN BARTLETT
CITY COUNCILMEMBER, DISTRICT 3

Facilities, Infrastructure, Transportation, Environment & Sustainability Committee Meeting

ACTION 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, 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;

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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 passenger 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,

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Deleted: P, which may include a generally applicable business license tax on autonomous passenger service operators consistent with California Public Utilities Code section 5371.4 and Berkeley Municipal Code Chapter 9.04

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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.

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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.

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, 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.

[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.

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Berkeley will create a Priority Access Community Transportation (PACT) program through a Community Benefits oriented Operational Design Domain (ODD).PACT is an organized, voluntary public-private exchange in which commercial participants will provide seniors, people with disabilities, low-income residents, and other communities with limited transportation options with rides at free and or reduced cost. In exchange, participant operators will receive preferential access to scarce city-owned mobility assets. . The City of Berkeley will be the sponsor, standard setter, and convening body of this effort and invite industry partners and experts to compete for the opportunity to determine how best to implement PACT. All state-granted authority to provide service in the city remains unchanged for those operators that do not elect to participate in the PACT. Implementation through Competitive RFP. Berkeley does not need to perform all technical, financial, mapping, and operational design work internally. The City is fiscally constrained and understaffed, but it possesses something of real value: a high-profile opportunity to help define the next generation of public-interest autonomous mobility in a world-class university city. The PACT Framework will require that the City Manager publish a competitive RFP to obtain from an Industry Partner, Consultant Team, Consortium, etc., as well as the ability to develop ordinances, templates for Cost-Benefit Analysis ("CBA"), A Mobility Equity Grid, a Curbside Management Framework, Pilot Design, Budget Implementation Plan, and Funding Strategy for Council approval.
Each step taken by the City pursuant to PACT will be completely consistent with NHTSA and DMV authority for safety regulation of Autonomous Vehicle ("AV") deployments and CPUC authority for safety and consumer protection regarding passenger services for AV's. Additionally, each and every requirement of State and Federal Law pertaining to emergency response and communications per AB 1777 (effective July 1, 2026) shall be complied with.

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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 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.

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Deleted: The primary case for autonomous mobility is safety. Safer roads are within reach. Each year, more than 40,000 lives are lost on U.S. roadways, with human error contributing to the overwhelming majority of serious crashes, according to the National Highway Traffic Safety Administration. Autonomous vehicles offer a different model of mobility, one grounded in consistency, focus, and continuous operation. They are designed to maintain attention at all times, follow rules precisely, and respond in milliseconds. ¶
Data collected by in-market autonomous vehicle operators has shown significant improvements. As of 2025, one of the top autonomous vehicle operators had traveled about 56.7 million miles with no passengers inside the vehicle. This led to a decrease of roughly 91% in all serious injury or worse incidents compared to projections for human drivers operating within the same region and miles.

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[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/.

[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.

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.[9] Approximately 16.7 percent of Berkeley residents (approximately 20,332 people) are aged sixty-five or older.[10] An additional share of residents aged sixty to sixty-four brings the total population most likely to experience age-related mobility limitation to more than one in five Berkeley residents.

Approximately 47 percent of disabled Berkeley residents are aged seventy-five or older, and approximately 37 percent of Berkeley residents aged seventy-five or older report ambulatory

[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.

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

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

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Deleted: advances those goals by directing a portion of emerging mobility investment toward the corridors, riders, and hours where it displaces the most single-occupancy driving and complements public transit. The environmental case is inseparable from the equity case. An autonomous fleet that serves only high-income commuters on high-demand corridors produces modest environmental gains; a fleet that serves seniors going to medical appointments, disabled residents going to groceries, and students going to late-night jobs produces larger climate benefits and larger social benefits at the same time.¶
Economically, the deployment of autonomous mobility in Berkeley will generate demand for vehicle cleaning, charging infrastructure, depot operations, customer support, community liaison, accessibility training, and software and data operations. Each of these creates a pathway for local hiring and small-business contracting. ...

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difficulty.[11] 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%.[12] 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.[13] 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 citizens 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 autonomous bus technologies and the labor impacts stemming from the rapid expansion of AV deployments.[14] 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

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[11] 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/.

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

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

[14] 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.

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.[15] 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.[16]

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.[17] Traditionally, an ODD is defined by the vehicle manufacturer and approved by regulators as a technical safety envelope: the geography, the speed range, the weather conditions, and the roadway types within which the system is verified. An ODD, in other words, is an internal engineering constraint that operators disclose to state and federal regulators.

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

[15] AC Transit, Realign service restructuring (2025). See AC Transit, Realign project page and service changes.

[16] 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.

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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 in order 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.

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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.[18] 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.[19] 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.[20]

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Therefore, PACT would be directed to rely on the following local authorities:

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

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

[19]

[20]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.

authorities to designate passenger loading zones, stopping restrictions, and preferential parking zones on local streets.[21]

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.[22]

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.[23] Berkeley already administers a Transportation Network Company User Tax (BMC Chapter 7.71)[24] and a vehicle-for-hire business license framework (BMC Chapter 9.04).[25]

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 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

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

[23]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).

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

[25]Berkeley Municipal Code Ch. 9.04 (Business License; Vehicles for Hire). https://berkeley.municipal.codes/BMC/9.04.

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.

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Deleted: A percentage of service hours, to be recommended by the Transportation Commission and consistent with operational feasibility, dedicated to serving seniors, persons with disabilities, and low-income residents. Accessibility to booking, including non-smartphone booking, live human customer support, and accommodations for riders with disabilities, shall be required.

Deleted: Service shall be available to grocery stores, pharmacies, medical facilities, community centers, and transit hubs identified on the Mobility Equity Grid. Service availability shall be maintained during peak need periods, including early morning and late evening hours.

Deleted: Operators shall provide aggregated and anonymized data on trip volumes, wait times, coverage, and service to Priority Populations. All data sharing shall exclude personally identifiable information and shall be limited to planning and evaluation purposes. …

vi. **Economic Participation.** Operators shall make commercially reasonable efforts to hire locally, partner with workforce development organizations, and provide training pathways for transit workers.

vii. **Performance Metrics and Cure.** A written Cure Notice may be sent by the City to each 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

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

(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 ZEBUjob 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

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

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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

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

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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

Deleted: ALTERNATIVE ACTIONS CONSIDERED¶
Relying solely on state frameworks and allowing autonomous deployment to proceed without local alignment. This approach limits Berkeley's ability to direct outcomes toward equity, safety, public transit support, and community benefit.¶
Waiting for additional state legislation before acting. Given the 2024 veto of SB 915 and uncertainty around the timing of future legislation, this approach delays local alignment while deployment proceeds. PACT uses existing City authority now while supporting expanded local authority at the state level.¶
1. State frameworks should be followed, but local jurisdictions can't control how autonomous vehicles are deployed in their areas. The city can't use its authority to create equitable or safe environments. In addition, cities can't support public transportation with AVs.¶
2. California has a new law that will allow AVs to operate as long as they meet certain requirements. However, if the legislature passes another bill, it could supersede parts of this one. Because there is no way to know when (or even if) the legislature will pass another bill that would affect the current law, many cities have decided to wait until then.

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

Deleted: Berkeley has a timely opportunity to shape how autonomous mobility enters the City. By acting now, Berkeley can ensure this technology is integrated into our streets, curb space, and transportation network in a way that serves the public good.¶
Autonomous passenger service is moving from experimental deployment to commercial operation across the Bay Area, including Berkeley. PACT establishes a local framework to ensure that this new mobility layer advances safety, equity, public transit, climate goals, and community benefit.

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.

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Deleted: PACT is built around a voluntary exchange. Autonomous mobility operators that already hold state authorization may continue operating under state law. However, operators that want preferential access to City-controlled assets, such as designated loading zones, curb space, branded stops, or supporting infrastructure, would voluntarily enter into a Community Benefit Agreement with the City. In exchange, they would commit to serving seniors, people with disabilities, low-income residents, zero-vehicle households, and underserved neighborhoods.¶
The framework is designed to work within California's existing legal structure. The City would not attempt to license autonomous vehicle operation, regulate vehicle safety, set fares, or otherwise duplicate state authority. Instead, Berkeley would act through retained local powers, including curb management, encroachment permitting, business license taxation where legally available, allocation of municipal assets, and voluntary contracting. This approach allows Berkeley to shape deployment consistent with its local authority.

Deleted: PACT is based on the voluntary exchange of services. Mobility operators who are currently authorized by the State can continue to operate under State Law. If an operator wants better access to city owned facilities (e.g., designated loading areas, curb space, branded bus stops or other supporting infrastructure), then the mobility operator will voluntarily enter into a Community Benefit Agreement ("CBA") with the city.
In exchange for entering into this CBA, the mobility provider commits to providing service to senior citizens, individuals with disabilities, low-income residents, zero-vehicle households and the City's underserved communities.

Deleted: The design of this framework is intended to be compatible with the legal structure in place at the State of California level. The City will not seek to license autonomous vehicles from operating; nor will it seek to regulate vehicle safety; nor will it seek to regulate fares; nor will the City duplicate State authority. Instead, the City will use those local authorities that it retains (including but limited to: curbside management, encroachment permits, business tax licensing, allocation of municipal resources and voluntary contracts) to guide how the city shapes deployment consistent with its own local authority.¶

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

Deleted: The PACT framework would direct the City Manager to issue a competitive Request for Proposals seeking an industry partner or consultant team to develop the Community Benefit Operational Design Domain. This approach recognizes Berkeley's current fiscal and staffing constraints while using the City's high-profile position, university ecosystem, and national leadership on civic innovation to attract private-sector expertise and competition.

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

Deleted: PACT also affirms that autonomous shuttle service should **supplement, not replace, AC Transit**. The framework calls for coordination with AC Transit, ATU Local 192, and workforce partners to protect fixed-route bus service, support transit workers, and create workforce development pathways connected to emerging transportation technologies, including Zero Emission Bus University.¶
The safety case for autonomous mobility is significant. The policy draft cites national traffic fatality data and emerging autonomous vehicle safety research showing substantial reductions in serious injury crashes, bodily injury claims, pedestrian incidents, cyclist incidents, and property damage claims when compared with human-driver benchmarks. PACT uses that safety potential as a reason to prioritize service for older adults, disabled riders, late-night travelers, and residents in areas where traffic safety remains a serious concern.¶
The environmental and economic case is also substantial. Because autonomous shuttle fleets are expected to be electric, shared, and route-optimized, they can help reduce vehicle miles traveled, emissions, and demand for private car ownership. PACT links this deployment to Berkeley's Climate Action Plan and mode-shift goals. It also creates opportunities for local hiring, depot operations, vehicle maintenance, charging infrastructure, customer service, accessibility support, and small-business participation.¶

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.

Deleted: PACT also supports the use of autonomous shuttles as an enhancement to AC Transit; it encourages coordination with both AC Transit and ATU Local 192 as well as with other workforce partners to protect the fixed routes, support transit employees, and provide job training/development opportunities related to new and emerging modes of transportation (including Zero Emission Buses), such as the University of California.
There is a clear rationale for the safety of self-driving cars. Research and data regarding annual nationwide automobile fatality rates, along with the relative safety of self-driving cars, show that there are fewer people seriously injured as a result of vehicle accidents; fewer bodily injury insurance claims submitted as a result of vehicle accident involvement; fewer pedestrian and cyclist-involved car accidents; and fewer property damage claims submitted due to vehicle-related accidents than exist when vehicles are being driven by people. The PACT project is utilizing the greater amount of safety it believes will be generated through self-driving cars to provide transportation services to older adults who may need assistance traveling, individuals with physical or mental disabilities, and those who travel at night.
Both the environmental and economic cases for deploying autonomous shuttle services are also compelling. Autonomous fleets are expected to run on electric power, operate as shared services, and optimize routes for efficiency; therefore, they will help reduce vehicle miles traveled, emissions, and the need for personal automobile use. PACT aligns with Berkeley's Climate Action Plan and its goal of shifting travel modes. Additionally, autonomous shuttle services will create numerous business opportunities through local hiring, depot operations, vehicle maintenance and charging-system installation, customer service, assistance with transit access, and small-business opportunities.

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.**

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

Deleted: Berkeley has two options. Berkeley could follow the State of California's plans for deploying Autonomous Mobility and have no control over how it develops locally. Or, Berkeley could use its current governmental powers to establish a public interest framework for the development of Autonomous Mobility. The city of Berkeley chooses the second option. PACT establishes Berkeley as a National Leader in community-centered autonomous mobility by connecting autonomous mobility innovation with safety, equity, Climate Resilience, Labor Protection, and Civic Value. Bottom line: PACT gives Berkeley a practical, lawful way to assert that Autonomous Mobility will be welcomed in this city as long as it benefits the Public.

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

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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

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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.

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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.

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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

Deleted: ¶
Operational Design Domain (ODD)¶
T

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

Deleted: his Exhibit specifies the geographic, temporal, and operational boundaries within which Operator is authorized to provide Autonomous Passenger Service under this Agreement. The ODD shall be defined by: ¶
Geographical boundaries (streets, corridors, service zones including maps); ¶
Operating Hours; ¶
Maximum and Minimum Speed Limits consistent with California Vehicle Code and Berkeley Municipal Code; ¶
Weather Conditions; and ¶
Roadway Types. ¶
As of the Effective Date, the ODD will be described as follows: [Transportation Commission]

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.

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

EXHIBIT G

Data Specification

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

(a) Trip volumes aggregated to no smaller than census block group and to no shorter than one-hour intervals;

(b) Wait-time distributions, reported as averages, medians, and percentiles (e.g., 50th, 75th, 90th);

(c) Trip duration distributions;

(d) Mobility Equity Grid coverage indicators;

(e) Priority Population service indicators, to the extent available through Mobility Equity Fund voucher tracking and other privacy-preserving mechanisms;

(f) Categorized and anonymized rider feedback and complaints; and

(g) Safety-event summaries consistent with DMV and CPUC reporting.

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

EXHIBIT H

Insurance Requirements

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

(a) **Commercial general liability:** limits no lower than those required by the CPUC for autonomous charter-party carriers, and in any event not less than $5,000,000 per occurrence and $10,000,000 aggregate;

(b) **Automobile liability:** limits consistent with CPUC and DMV requirements for the specific mode of Autonomous Passenger Service provided by Operator;

(c) **Workers' compensation:** as required by California law for Operator's employees;

(d) **Cyber liability:** commercially reasonable coverage for data security, privacy, and system-availability incidents; and

(e) **Such additional coverages as the City's Risk Manager may reasonably require.**

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