

AGENDA



BERKELEY CITY COUNCIL MEETING

Tuesday, April 26, 2022

6:00 PM

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Government Code Section 54953(e) and the state declared emergency, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. The COVID-19 state of emergency continues to directly impact the ability of the members to meet safely in person and presents imminent risks to the health of attendees. Therefore, no physical meeting location will be available.

Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://us02web.zoom.us/j/83685329120>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

*To join by phone: Dial 1-669-900-9128 or 1-877-853-5257 (Toll Free) and enter Meeting ID: 836 8532 9120. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@cityofberkeley.info.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call:

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

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

Public Comment on Non-Agenda Matters: *Persons will be selected to address matters not on the Council agenda. If five or fewer persons wish to speak, each person selected will be allotted two minutes each. If more than five persons wish to speak, up to ten persons will be selected to address matters not on the Council agenda and each person selected will be allotted one minute each. The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda.*

Consent Calendar

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

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

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

Public Comment on Consent Calendar and Information Items Only: *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. Speakers will be entitled to two minutes each to speak in opposition to or support of Consent Calendar and Information Items. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

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

Recess Items

- 1. Contract No. 32000225 Amendment: Rebecca Burnside for Personnel Investigations**
From: City Manager
Recommendation: Adopt a Resolution ratifying the action taken by the City Manager during recess to amend Contract No. 32000225 with Rebecca Burnside for Personnel Investigations by increasing the contract amount by \$151,000 for a new not to exceed amount of \$200,000.
Financial Implications: See report
Contact: Abe Roman, Fire, (510) 981-3473

Consent Calendar

- 2. Collection of Parking Space Rental Tax for City Owned Parking Lots; and Amending BMC Section 6.24.050**
From: City Manager
Recommendation: Adopt second reading of Ordinance No. 7,806-N.S. amending BMC 6.24.050 to allow Parking Space Rental Tax to be placed in the general fund instead of a special fund.
First Reading Vote: All Ayes.
Financial Implications: See report
Contact: Paul Buddenhagen, City manager's Office, (510) 981-7000
- 3. Minutes for Approval**
From: City Manager
Recommendation: Approve the minutes for the Council meetings of March 8 (closed and regular), March 10 (special), March 15 (special-5 pm and special-6 pm), March 22 (closed, special and regular).
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900
- 4. Acceptance of Funding from University of California, Berkeley for Operations of the Rodeway Inn**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to accept a \$2,200,000 donation from the University of California, Berkeley to support 6 months of operations at the Rodeway Inn for the noncongregate sheltering of people experiencing homelessness at People's Park.
Financial Implications: One-Time Grant: No Capital Expenditures Fund - \$2,200,000 (Donation)
Contact: Peter Radu, City Manager's Office, (510) 981-7000

Consent Calendar

- 5. Contract: Abode Services to Operate Interim Housing at the Rodeway Inn**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract with Abode Services to operate an interim housing program at the Rodeway Inn (1461 University Ave.) in an amount not to exceed \$3,993,397 for the period of May 1, 2022 to October 31, 2023.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000
- 6. Urgency Ordinance for Leasing the Real Property at 1461 University Avenue**
From: City Manager
Recommendation: Adopt an Urgency Ordinance to enter into a lease for the real property located at 1461 University Avenue, Berkeley for a term of 18 months.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000
- 7. Contract: Village of Love for Operation of the Telegraph Neighborhood Sacred Rest Drop-In Center**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract with Village of Love to operate a daytime drop-in center for people experiencing homelessness, in an amount not to exceed \$250,000 for the term of June 1, 2022 – May 31, 2023.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000
- 8. Endorsement of the Alameda County Home Together 2026 Implementation Plan**
From: City Manager
Recommendation: Adopt a Resolution endorsing the Home Together 2026 Implementation Plan, a community-wide plan for Alameda County which lays out the goals, strategies and investments needed to dramatically reduce homelessness – and reduce racial disparities in the homeless population – by 2026.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000
- 9. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on April 26, 2022**
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.
Financial Implications: Various Funds - \$10,914,400
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Consent Calendar

- 10. Contract: Fire Aside for Defensible Space Inspection Software**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Fire Aside to provide a mobile vegetation inspection software solution for the Fire Department from May 18, 2022 to May 17, 2024 in an amount not to exceed \$60,000 with an option to extend for an additional four years, for a total contract amount not to exceed \$160,000.
Financial Implications: Measure FF Funds - \$160,000
Contact: Abe Roman, Fire, (510) 981-3473
- 11. Commission Reorganization for Post-COVID-19 Budget Recovery: Community Health Commission**
From: City Manager
Recommendation: Adopt the first reading of an Ordinance to revise Municipal Code Sections 3.76.010 to 3.76.040 which establishes the Community Health Commission in order to change Commission membership to include nine (9) people and consolidate the functions of the Commission from ten overlapping and redundant functions to a more concise 4 functions.
Financial Implications: See report
Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
- 12. Contract No. 110062 Amendment: Pacific Site Management**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to execute an amendment to Contract No. 110062 with Pacific Site Management, increasing the total contract amount by \$76,648 for a total contract amount not to exceed \$432,470, and extending the term to June 30, 2023 for landscaping services at Public Health Division, Aging Services Division, and Mental Health Division facilities.
Financial Implications: Various Funds - \$76,648
Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
- 13. Contract No. 31900203 Amendment: Resource Development Associates for Crisis Assessment and Triage Line Evaluation**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to execute an amendment to Contract No. 31900203 with Resource Development Associates for evaluation consulting services, extending the term to June 30, 2023 and increasing the contract by \$19,350 for a total amount not to exceed \$82,350.
Financial Implications: One-Time Grant: No Capital Expenditures Fund - \$19,350
Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400

Consent Calendar

- 14. Grant Application: the Surrendered and Abandoned Vessel Exchange (SAVE) grant program of the California Division of Boating & Waterways**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to: 1) apply for and accept a grant in the amount of \$60,000 from the California Division of Boating & Waterways (DBW) Surrendered and Abandoned Vessel Exchange (SAVE) grant program for the removal and disposal of anticipated abandoned vessels located at the Berkeley Marina; 2) Execute any amendments; and 3) Authorize a local match contribution of \$6,000.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
- 15. Contracts: Association for Energy Affordability, BlocPower, Ecology Center, Northern California Land Trust, and Waterside Workshops for Climate Equity Fund Pilot Programs**
From: City Manager
Recommendation: Adopt five Resolutions authorizing the City Manager to award contracts and execute any amendments, extensions, or change orders with: 1) Association for Energy Affordability in an amount not to exceed \$83,334; 2) BlocPower in an amount not to exceed \$83,333; 3) Ecology Center in an amount not to exceed \$100,000; 4) Northern California Land Trust in an amount not to exceed \$83,333; and 5) Waterside Workshops in an amount not to exceed \$250,000 to develop Climate Equity Fund Pilot Programs; for a cumulative amount of all contracts not to exceed \$600,000, for the period of May 1, 2022 to May 31, 2024.
Financial Implications: Climate Equity Action Fund - \$600,000
Contact: Jordan Klein, Planning and Development, (510) 981-7400
- 16. Contract: Diablo Engineering Group for Preliminary Engineering and Final Design for the Ohlone Greenway Modernization and Safety Project**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Diablo Engineering Group for Preliminary Engineering and Final Design for the Ohlone Greenway Modernization and Safety project, for a not-to-exceed amount of \$220,000, plus an additional not-to-exceed amount of \$14,000 for any as-needed additional project-related services as directed by the City's Project Manager, for a total not-to-exceed contract amount of \$234,000, for the period June 1, 2022 through December 31, 2024.
Financial Implications: Various Funds - \$550,000
Contact: Liam Garland, Public Works, (510) 981-6300

Consent Calendar

- 17. Contract: ParkMobile, LLC for Mobile Parking Payment Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a three-year contract and any amendments with ParkMobile, LLC, to provide mobile parking payment at on-street meters and reservations at parking garages in an amount not to exceed \$300,000 for the period July 1, 2022 through June 30, 2025.
Financial Implications: Parking Meter Fund - \$300,000
Contact: Liam Garland, Public Works, (510) 981-6300
- 18. Contract No. 9977B Amendment: Portable Computer Systems dba PCS Mobile for Parking Permit and Citation Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 9977B with Portable Computer Systems dba PCS Mobile increasing the contract amount by \$225,000, for a total amount not-to-exceed \$2,050,000 and extending the term through June 30, 2024.
Financial Implications: Parking Meter Fund - \$225,000
Contact: Liam Garland, Public Works, (510) 981-6300
- 19. Contract No. 117441-1 Amendment: Chrisp Company for Roadway Thermoplastic Markings**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 117441-1 with Chrisp Company to extend the contract term by two years to June 30, 2024, with an option for up to three additional one-year extensions.
Financial Implications: None
Contact: Liam Garland, Public Works, (510) 981-6300
- 20. Contract No. 31900047 Amendment: Pavement Engineering Inc. for On-Call Civil Engineering and Construction Management Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900047 with Pavement Engineering Inc. for on-call civil engineering services, increasing the contract amount by \$1,000,000 for a total not-to-exceed amount of \$3,500,000 and extending the term of the contract from June 30, 2022 to December 31, 2023.
Financial Implications: Various Funds - \$1,000,000
Contact: Liam Garland, Public Works, (510) 981-6300

Consent Calendar

21. **Lease Amendment: Options Recovery Lease of City Property 1835 Allston Way**
From: City Manager
Recommendation: Adopt first reading of an Ordinance authorizing the City Manager to execute an Amendment to the Lease Agreement with Options Recovery Services for the Old City Hall Annex Building located at 1835 Allston Way. The lease provides for a total of two options to renew for five (5) year terms. This first option period shall commence (retroactively) on January 1, 2020, and end on December 31, 2024.
Financial Implications: See report
Contact: Liam Garland, Public Works, (510) 981-6300
22. **Purchase Order: Western Truck Center for Four Front Loaders**
From: City Manager
Recommendation: Adopt a Resolution satisfying requirements of City Charter Article XI Section 67.2 allowing the City to participate in Sourcwell contract bid procedures, and authorizing the City Manager to execute a purchase of four (4) Front Loaders with Western Truck Center in an amount not to exceed \$1,731,000.
Financial Implications: Equipment Replacement Fund - \$1,731,000
Contact: Liam Garland, Public Works, (510) 981-6300

Council Consent Items

23. **Bay Area Book Festival: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund**
From: Mayor Arreguin (Author)
Recommendation: Adopt a Resolution approving the expenditure of an amount not to exceed \$1068 from Mayor Arreguin, to the Bay Area Book Festival for the purposes of covering costs associated with personal protective equipment (PPE), with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Mayor Arreguin.
Financial Implications: Mayor's Discretionary Funds - \$1,068
Contact: Jesse Arreguin, Mayor, (510) 981-7100
24. **Budget Referral: Housing Retention Fund**
From: Mayor Arreguin (Author), Councilmember Hahn (Co-Sponsor), Councilmember Harrison (Co-Sponsor), Councilmember Bartlett (Co-Sponsor)
Recommendation: Refer to the Fiscal Year 2023 budget process an allocation of \$1 million from the American Rescue Plan Act (ARPA) funds to the Eviction Defense Center to supplement the Housing Retention Program, including COVID-19 emergency grants.
Financial Implications: American Rescue Plan Act Fund - \$1,000,000
Contact: Jesse Arreguin, Mayor, (510) 981-7100

Council Consent Items

- 25. Budget Referral: Expand Scope of the Downtown Streets**
From: Councilmember Kesarwani (Author)
Recommendation: Referral to the City Manager and the FY 2022-23 budget process \$50,000 annually to expand the scope of services for the Downtown Streets Team to address the need for enhanced services around commercial and industrial areas in the Gilman District twice weekly.
The Gilman District is defined as the commercial area west of San Pablo Avenue to Eastshore Highway and, on the south, Gilman Street north to the Albany border.
Financial Implications: See report
Contact: Rashi Kesarwani, Councilmember, District 1, (510) 981-7110
- 26. Convert 62nd Street Between King St, and Adeline St. Into a Cul de Sac with a Marked Bicycle Lane Connecting Adeline St. to the Bicycle Boulevard on King St.**
From: Councilmember Bartlett (Author), Mayor Arreguin (Co-Sponsor)
Recommendation: Refer to the Fiscal Year 2022/2023 Budget Process, an allocation of \$300,000 to convert 62nd Street between King St. and Adeline St. into a cul de sac with a marked bicycle lane connecting Adeline St. to the bicycle boulevard on King St.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130
- 27. Adopt a Resolution in Support of California State Assembly Bill 2557 (Bonta): Specifying That Records of Civilian Law Enforcement Oversight Agencies Are Subject to the Disclosure Requirements of the Public Records Act**
From: Councilmember Harrison (Author), Councilmember Hahn (Co-Sponsor)
Recommendation: Adopt a Resolution in support of California State Assembly Bill 2557 (Bonta) that specifies that records and information obtained from records of civilian law enforcement oversight agencies are subject to the disclosure requirements of the public records act and not considered confidential. Send copies of the resolution and letters to Governor Newsom, State Senator Skinner, and Assemblymembers Wicks and Bonta.
Financial Implications: See report
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140

Council Consent Items

28. **Budget Referral for Accessibility Renovations for Luna Dance Institute**
From: Councilmember Hahn (Author), Mayor Arreguin (Co-Sponsor), Councilmember Taplin (Co-Sponsor), Councilmember Harrison (Co-Sponsor)
Recommendation: Refer a grant of \$150,000 for the benefit of Luna Dance Institute to the FY2023-2024 budget process to support the renovation of 931 Ashby Avenue and create a fully accessible, permanent dance education center for children, families, artists, teachers and the public. Funds will be directed to accessibility upgrades allowing the new Luna center to become Berkeley's first and only 100% ADA accessible studio, rehearsal, performance, and teaching space.
Financial Implications: See report
Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150
29. **Budget Referral: Hopkins Corridor Bike, Pedestrian, and Placemaking Improvements**
From: Councilmember Hahn (Author), Councilmember Wengraf (Co-Sponsor), Councilmember Robinson (Co-Sponsor)
Recommendation: Refer \$300,000 to the FY 2023-2024 budget process, with \$150,000 in FY 2023 and \$150,000 in FY 2024, for bike, pedestrian, and streetscape improvements to be implemented in coordination with protected bike lanes, pedestrian safety features, and re-paving of the Hopkins Corridor.
Financial Implications: See report
Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150
30. **Co-Sponsorship and Budget Referral for the Solano Avenue Stroll**
From: Councilmember Hahn (Author), Councilmember Wengraf (Co-Sponsor), Councilmember Harrison (Co-Sponsor)
Recommendation: 1. Adopt a Resolution for the City of Berkeley to Co-Sponsor the Solano Avenue Association's 2022 and 2023 Solano Avenue Stroll events, currently scheduled for Sunday, September 11, 2022 and Sunday, September 10, 2023, taking place on Solano Avenue in both Berkeley and Albany; and
2. Resolve to provide in-kind City services previously provided at no cost to the Solano Stroll, including but not limited to police, fire, zero waste, and public works, at no cost to the September 2022 and 2023 Solano Stroll events, and allocate \$20,000 per year for FY 2023 and 2024 (\$40,000 total) for the Solano Avenue Stroll, to support the September 2022 and 2023 Stroll events.
Financial Implications: See report
Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150

Council Consent Items

31. Support for AB 2234: Postentitlement Permit Streamlining

From: Councilmember Robinson (Author)

Recommendation: Send a letter to Assemblymember Robert Rivas, Senator Nancy Skinner, and Assemblymember Buffy Wicks in support of Assembly Bill 2234, which would require local governments to adopt modernizations to the postentitlement phase permitting process.

Financial Implications: None

Contact: Rigel Robinson, Councilmember, District 7, (510) 981-7170

Action Calendar

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

The Presiding Officer will request that persons wishing to speak use the "raise hand" function to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

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

Action Calendar – New Business

32. Issuance of \$40,000,000 General Obligation Bonds for Measure O – Affordable Housing

From: City Manager

Recommendation: Adopt a Resolution authorizing the issuance and sale of general obligation bonds to finance acquisition and improvement of affordable housing and authorizing actions related thereto.

Financial Implications: See report

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

Action Calendar – Public Hearings

Staff shall introduce the public hearing item and present their comments. This is followed by five-minute presentations each by the appellant and applicant. The Presiding Officer will request that persons wishing to speak use the "raise hand" function to be recognized and to determine the number of persons interested in speaking at that time.

Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. The Presiding Officer may with the consent of persons representing both sides of an issue allocate a block of time to each side to present their issue.

Action Calendar – Public Hearings

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

33. ZAB Appeal: 1643-1647 California Street, Use Permit #ZP2021-0001

From: City Manager

Recommendation: Conduct a public hearing, and, upon conclusion, adopt a Resolution affirming the Zoning Adjustments Board (ZAB) decision to approve Use Permit #ZP2021-0001 to: 1) create a new lower basement level, 2) construct a new second story, and 3) modify the existing duplex layout resulting in a 3,763 square foot duplex on an existing property, and dismiss the appeal.

Financial Implications: None

Contact: Jordan Klein, Planning and Development, (510) 981-7400

34. Zoning Ordinance Amendments that Address Technical Edits and Corrections to Berkeley Municipal Code (BMC) Title 23

From: City Manager

Recommendation: Conduct a public hearing and, upon conclusion, adopt first reading of an Ordinance containing technical edits, corrections and other non-substantive amendments to the following sections of the new Zoning Ordinance:

BMC Section 23.326.030 (Eliminating Dwelling Units through Demolition)

BMC Section 23.204.020 (Allowed Land Uses)

BMC Section 23.204.100 (C-SA Zoning District)

BMC Section 23.204.110 (C-T Zoning District)

BMC Section 23.204.130 (C-DMU District)

BMC Section 23.204.140 (C-W Zoning District)

BMC Section 23.206 (Manufacturing Districts)

BMC Section 23.302.040 (Home Occupations)

BMC Section 23.304.060 (Accessory Buildings and Enclosed Accessory Structures)

BMC Section 23.322.030 (Required Parking Spaces)

BMC Section 23.502.020 (Glossary)

Financial Implications: None

Contact: Jordan Klein, Planning and Development, (510) 981-7400

Action Calendar – Public Hearings

35. Submission of the Program Year 2022 (FY 2023) Annual Action Plan Containing Allocations of Federal Funds

From: City Manager

Recommendation: Conduct a public hearing on the federal Program Year (PY) 2022 Annual Action Plan (AAP) for federal Housing and Urban Development Department (HUD) funds, including the allocation of federal funding for community agencies and, upon conclusion, adopt a Resolution: 1. Approving proposed funding allocations under the PY 2022 Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnerships Program (HOME); 2. Authorizing the execution of resultant agreements and amendments with community agencies for the above-mentioned funds; 3. Allocating 10% for HOME program administration, up to 5% to support Community Housing Development Organization (CHDO) operations, and the remaining (approximately 85%) of the PY 2022 HOME funds to the Housing Trust Fund; 4. Allocating 20% of the PY 2022 CDBG funds to Planning and Administration, up to 17.83% for public services, and the remaining to be distributed to Housing Services and Public Facility Improvements as outlined in Exhibit A with the Public Facility Improvements being a flexible line item should the HUD allocation, program income, or earlier unused funds, be more or less than estimated; 5. Allocating \$377,404 of the PY 2022 CDBG Public Facility Improvements program funding to the Fred Finch Youth Center Turning Point Facility, and an additional 10% for contingencies, for a total of \$415,144, as long as the HUD allocation and/or program income and earlier unexpended funds result in at least \$100,000 in additional funding for the facility Notice of Funding Availability (NOFA); 6. Allocating the allowable 7.5% of the PY 2022 ESG to Administration, \$6,676 to the HMIS system, up to the allowable 60% to emergency shelter/street outreach, and the remaining amount to Rapid Rehousing as outlined in Exhibit A; 7. Authorizing staff to finalize the PY 2022 Annual Action Plan for submission to the U.S. Department of Housing and Urban Development, including the planned expenditures of HUD funds, required HUD application forms and certifications, and all other HUD-required information; and 8. Authorizing the City Manager to execute and submit all documents necessary to receive the City's entitlement grants under the CDBG, ESG, and HOME Programs.

Financial Implications: See report

Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400

Action Calendar – Old Business

- 36. Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code From: City Manager**

Recommendation: *(Continued from March 22, 2022. Item contains supplemental materials.)*

Adopt a Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code.

Financial Implications: None

Contact: Jennifer Louis, Police, (510) 981-5900, LaTanya Bellow, City Manager's Office, (510) 981-7000

Action Calendar – New Business

- 37. Hopkins Corridor Project Conceptual Design**

From: City Manager

Recommendation: Adopt a Resolution approving the conceptual design for the Hopkins Corridor Project on Hopkins Street between Sutter Street and Gilman Street, and directing the City Manager to direct staff to proceed with the detailed engineering design of the project.

Financial Implications: None

Contact: Liam Garland, Public Works, (510) 981-6300

- 38a. Development of Crisis Stabilization Program in Berkeley**

From: Homeless Commission

Recommendation: The Homeless Commission recommends that City Council refer to the City Manager to develop a crisis stabilization program based on the Bend, Oregon crisis stabilization model, tailored to Berkeley.

Financial Implications: See report

Contact: Josh Jacobs, Commission Secretary, (510) 981-5400

Action Calendar – New Business

38b. **Companion Report: Development of Crisis Stabilization Program in Berkeley** **From: City Manager**

Recommendation: There has been interest expressed by the Homeless Commission and Mental Health Commission in establishing Crisis Stabilization Units (CSU) within the geographical boundaries of Berkeley.

Given the large changes coming to the crisis system in Berkeley, the opportunities to increase the use of the Amber House CSU (which persistently has vacant beds) by Berkeley residents, the significant costs in funding and siting a CSU in Berkeley, the complexities of Medi-Cal billing for a CSU funded by Berkeley, staff do not recommend creating a CSU in Berkeley at this time.

Instead, Berkeley could partner with the Alameda County Behavioral HealthCare (ACBH) Plan and Bay Area Community Services (BACS) on increasing the use of Amber House by Berkeley residents and, over the coming 12-18 months, assess the need for additional options for treatment of individuals experiencing a behavioral health crisis. Data from the coming Peer Respite and Specialized Care Unit (SCU) could support informing a plan for building out that crisis system in Berkeley. It is conceivable that better coordination of referrals to Amber House and a non-licensed crisis support program such as the Peer Respite could meet the need in Berkeley at a significantly reduced cost and with far less difficulty than funding and siting a CSU in Berkeley.

Financial Implications: See report

Contact: Peter Radu, City Manager's Office, (510) 981-7000

39a. **Expansion of Storm Shelter Program to Emergencies not Otherwise Covered** **From: Homeless Commission**

Recommendation: The Homeless Commission recommends the Council direct the City Manager to expand the Berkeley Emergency Storm Shelter (BESS) to emergencies not otherwise covered including outside the dates of the current contract with Dorothy Day House.

Financial Implications: See report

Contact: Josh Jacobs, Commission Secretary, (510) 981-5400

39b. **Companion Report: Expansion of Storm Shelter Program to Emergencies not Otherwise Covered**

From: City Manager

Recommendation: The Homeless Commission's recommendation to expand the Berkeley Emergency Storm Shelter (BESS) to emergencies not otherwise covered including outside the dates of the current contract with Dorothy Day House addresses a key need for our most vulnerable citizens. Therefore, staff recommends:

1. Referring this recommendation to the budget process; and 2. Referring this recommendation to staff for analysis of feasibility.

Financial Implications: See report

Contact: Peter Radu, City Manager's Office, (510) 981-7000

Public Comment – Items Not Listed on the Agenda

Adjournment

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

Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33), via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>

Archived indexed video streams are available at <http://www.cityofberkeley.info/citycouncil>. Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

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

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be posted on the City's website at <http://www.cityofberkeley.info>.

Agendas and agenda reports may be accessed via the Internet at <http://www.cityofberkeley.info/citycouncil>

COMMUNICATION ACCESS INFORMATION:

To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.



Captioning services are provided at the meeting, on B-TV, and on the Internet.

I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on Thursday, April 14, 2022.

A handwritten signature in black ink, appearing to read "Mark Numainville".

Mark Numainville, City Clerk

Communications – April 26, 2022

Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record.

Item #28: Budget Referral for Accessibility Renovations for Luna Dance Institute

1. Diana Bohn

Item #29: Budget Referral: Hopkins Corridor Bike, Pedestrian, and Placemaking Improvements

2. Diane Garcia
3. Farid Javandel, Deputy Director of Public Works

Item #33: ZAB Appeal: 1643-1647 California Street, Use Permit #ZP2021-0001

4. Sunny Grewal, studio g+s Architects

Item #36: Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code

5. Michael Chang, Chairperson, Police Accountability Board

Item #38a: Development of Crisis Stabilization Program in Berkeley

6. Mental Health Commission

Road Repair

7. Helga Recke
8. Sheila Jordan
9. Miranda Ewell
10. Margot Smith
11. Sam Saxe-Taller

Climate Change

12. Thomas Lord (3)
13. Jeff W.

Oppose SB 9

14. Stan Goldberg

High Fire Hazard

15. Sally Williams

Berkeley Marina South Sailing Basin Dredging

16. Robert Ofsevit

Establishing a Pilot Existing Building Electrification Installation Incentive

17. Jack Kurzwell, on behalf of the Wellstone Club

Housing

18. Avram Gur Arye

California Theatre Landmark

19. Rebecca Kidd

20. Steven Schuyler

Repatriations

21. Bob Flasher

Pandemic Failed Economic Forecasting

22. Barbara Gilbert

Tenant Opportunity to Purchase Act (TOPA)

23. Ariana Thompson-Lastad

24. Sam Sokolsky

25. Keith Ray

26. Eva Shu

27. Katie DaQuino

28. Leah Mealey

29. Sylvia Chapman

30. Hector Malvido

31. Commission on Aging

32. 43 similarly-worded form letters



Office of the City Manager

RECESS ITEM
CONSENT CALENDAR
 April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Abraham Roman, Fire Chief, Fire Department
 Subject: Contract No. 32000225 Amendment: Rebecca Burnside for Personnel Investigations

RECOMMENDATION

Adopt a Resolution ratifying the action taken by the City Manager during recess to amend Contract No. 32000225 with Rebecca Burnside for Personnel Investigations by increasing the contract amount by \$151,000 for a new not to exceed amount of \$200,000.

NEGATIVE EFFECT IF ACTION IS DELAYED UNTIL AFTER COUNCIL RECESS

The City's vendor, Rebecca Burnside will not be paid for services rendered. Due to allegations of misconduct of City staff, Personnel Investigations were required in a timely manner.

FISCAL IMPACTS OF RECOMMENDATION

Funding is available in 011-99-900-900-0000-000-412-612990, 011-21-201-000-0000-000-412-612990, and 147-72-742-834-0000-000-422-612990.

CURRENT SITUATION AND ITS EFFECTS

The City has received Personnel Investigation services from this vendor. The number of Personnel Investigations required has increased and the contract not to exceed (NTE) amount needs to be increased.

BACKGROUND

This vendor has a contract with the City's Human Resources department to conduct Personnel Investigations as needed. Funds need to be added to the contract in order to pay the vendor for services rendered.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

Pay for Personnel Investigation services rendered by vendor.

ALTERNATIVE ACTIONS CONSIDERED

No alternative actions are recommended due to the need to pay this vendor for Personnel Investigation services that have been rendered.

CONTACT PERSON

Stacie Clarke, Administrative & Fiscal Services Manager, Fire, 510-981-5507

Attachments:

1: Resolution

RESOLUTION NO. 70,091-N.S.

CONTRACT NO. 32000225 AMENDMENT: REBECCA BURNSIDE FOR PERSONNEL INVESTIGATIONS

WHEREAS, the City is not able to pay for services rendered due to a need for a contract amendment to increase the contract not to exceed (NTE) amount;

WHEREAS, this vendor provides Personnel Investigation services; and

WHEREAS, funds need to be added to the contract amount in order to pay the vendor for services rendered.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council ratifies the action taken by the City Manager to amend Contract No. 32000225 with Rebecca Burnside by increasing the contract amount by \$151,000 for a new not to exceed amount of \$200,000.

ORDINANCE NO. 7,806-N.S.

AMENDING BERKELEY MUNICIPAL CODE SECTION 6.24.050 USE OF MONEY DEPOSITED IN PARKING METERS AND PAY-AND-DISPLAY STATIONS

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Section 6.24.050 is amended to read as follows:

Except as permitted under subsection H of this section, all moneys collected from parking meters and pay-and-display stations used on municipal off-street parking lots, other than the Parking Space Rental Tax (BMC Chapter 7.48), shall be placed in a special fund, which fund shall be devoted exclusively to the following purposes:

- A. For the purchasing, leasing, installing, repairing, maintaining, operating, removing, regulating and policing of parking meters in the City, and for the payment of any and all expenses relating or incidental thereto;
- B. For the purchasing, leasing, acquiring, improving, operating and maintaining of off-street parking facilities in the City;
- C. For the installation and maintenance of traffic control devices and signals;
- D. For the painting and marking of streets and curbs required for the direction of traffic and the parking of motor vehicles;
- E. For the proper regulation, control and inspection of parking and traffic upon the public streets;
- F. To be pledged as security for the payment of principal of and interest on off-street parking revenue bonds issued by the City;
- G. Additional Revenue deemed to be generated by the goBerkeley Pilot Program will be used to fund goBerkeley efforts, pursuant to Section 1012(b) of Intermodal Surface Transportation Efficiency Act of 1991, as amended, as agreed in the 2012 Cooperative Agreement between the City of Berkeley, the California Department of Transportation and the Federal Highway Administration.
- H. Surplus money not utilized under subsections A through F of this section may be transferred to the General Fund. The City Manager or their designee may make an annual determination as to what is surplus based on the needs and obligations of the special fund and transfer such surplus to the General Fund.

Section 2. Posting.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on April 12, 2022, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Mark Numainville, City Clerk
Subject: Minutes for Approval

RECOMMENDATION

Approve the minutes for the Council meetings of March 8 (closed and regular), March 10 (special), March 15 (special-5 pm and special-6 pm), March 22 (closed, special and regular).

CONTACT PERSON

Mark Numainville, City Clerk, 981-6900

Attachments:

1. March 8, 2022-Special Closed Council Meeting
2. March 8, 2022-Regular Council Meeting
3. March 10, 2022-Special Council Meeting
4. March 15, 2022-Special Council Meeting at 5 pm
5. March 15, 2022-Special Council Meeting at 6 pm
6. March 22, 2022-Special Closed Council Meeting
7. March 22, 2022-Special Council Meeting
8. March 22, 2022-Regular Council Meeting

BERKELEY CITY COUNCIL SPECIAL MEETING MINUTES

TUESDAY, MARCH 8, 2022

4:00 P.M.

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Government Code Section 54953(e) and the state declared emergency, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. The COVID-19 state of emergency continues to directly impact the ability of the members to meet safely in person and presents imminent risks to the health of attendees. Therefore, no physical meeting location will be available.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this <https://us02web.zoom.us/j/85665732041>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

*To join by phone: Dial **1-669-900-9128** or **1-877-853-5257 (Toll Free)**; enter Meeting ID: **856 6573 2041**. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@cityofberkeley.info.

Preliminary Matters

Roll Call: 4:02 pm

Present: Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin

Absent: None

Public Comment - Limited to items on this agenda only – 0 speakers

CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1):

- a. *Mauck v. City of Berkeley*; Alameda County Superior Court Case RG20060952

Action: No reportable action taken.

- b. *Frieson v City of Berkeley*; Alameda County Superior Court Case RG20064683

Action: M/S/C (Arreguin/Wengraf) to authorize the City Attorney to enter into a proposed settlement of \$40,000, contingent upon the Court approving the petition by minor to approve the terms of the compromise to be filed by Plaintiff's counsel.

Vote: All Ayes.

OPEN SESSION:

The Council met in closed session and approved a proposed Settlement in *Frieson v. City of Berkeley* Alameda County Superior Court Case No. RG20064683 for 40,000, contingent upon the Court approving the petition by minor to approve the terms of the compromise to be filed by Plaintiff's counsel.

Adjournment

Action: M/S/C (Arreguin/Robinson) to adjourn the meeting.

Vote: All Ayes.

Adjourned at 4:21 p.m.

I hereby certify that the foregoing is a true and correct record of the closed session meeting held on March 8, 2022.

Michael MacDonald
Assistant City Clerk

MINUTES
BERKELEY CITY COUNCIL MEETING
Tuesday, March 8, 2022
6:00 PM

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

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To submit a written communication for the City Council's consideration and inclusion in the public record, email council@cityofberkeley.info.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call: 6:03 p.m.

Present: Taplin, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin

Absent: Kesarwani, Bartlett

Councilmember Kesarwani present at 6:05 p.m.

Councilmember Bartlett present at 6:07 p.m.

Report from Closed Session:

The Council met in closed session and approved a proposed Settlement in Frieson v. City of Berkeley Alameda County Superior Court Case No. RG20064683 for 40,000, contingent upon the Court approving the petition by minor to approve the terms of the compromise to be filed by Plaintiff's counsel.

Ceremonial Matters:

1. Recognition of the Close Partnership and Relationship between the Government and People of Ireland and the Government and People of Berkeley and California
2. Recognition of Osha Neumann, Local Attorney and Activist

City Manager Comments: None

Public Comment on Non-Agenda Matters: 4 speakers.

Consent Calendar

Action: M/S/C (Arreguin/Wengraf) to make the required findings under the Government Code and accept an urgency item from the City Manager pursuant to Government Code Section 54954.2(b)(2) entitled Encampment Resolution Funding Grant Award.

Vote: All Ayes.

Public Comment on Consent Calendar and Information Items Only: 11 speakers.

Action: M/S/C (Robinson/Harrison) to adopt the Consent Calendar in one motion except as indicated.

Vote: All Ayes.

Consent Calendar

Encampment Resolution Funding Grant Award

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to receive a \$4,708,015 Encampment Resolution Funding grant award from the State of California, and to enter into contract with the State of California for this funding.

Financial Implications: See report

Contact: Peter Radu, Assistant to the City Manager, 510 981-7045

Action: Adopted Resolution No. 70,243–N.S.

1. Amending Berkeley Municipal Code Chapter 4.38, Supplementary Retirement and Income Plan II, to Permit Participation of Berkeley Fire Fighters Association Local 1227 I.A.F.F.

From: City Manager

Recommendation: Adopt second reading of Ordinance No. 7,800–N.S. to amend the Berkeley Municipal Code Chapter (BMC) 4.38, Supplementary Retirement and Income Plan II (SRIP II), to permit participation of Berkeley Fire Fighters Associations Local 1227 I.A.F.F (BFFA).

First Reading Vote: Ayes – Kesarwani, Taplin, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent – Bartlett.

Financial Implications: See report.

Contact: Donald E. Ellison, Human Resources, (510) 981-6800

Action: Adopted second reading of Ordinance No. 7,800–N.S.

2. Resolution Adopting the Resolution of Intention of Amendment to the Miscellaneous CalPERS Contract Pursuant to California Government Code 20516; Adopt First Ordinance Reading authorizing an amendment to the contract between the City Council of the City of Berkeley and the Board of Administration of the California Public Employees' Retirement System

From: City Manager

Recommendation: Adopt second reading of Ordinance No. 7,801–N.S. amending the City's contract with CalPERS to effectuate changes to the cost sharing agreement between the City and PEPRAs members of Service Employee International Union, Local 1021 Maintenance and Clerical (SEIU MC), Public Employees Union Local 1 (Local 1), Community Services & Part-Time Recreation Leaders Associations Local 1021 (SEIU CSU/PTRLA), and the Unrepresented Employees Group.

First Reading Vote: Ayes – Kesarwani, Taplin, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent – Bartlett.

Financial Implications: See report.

Contact: Donald E. Ellison, Human Resources, (510) 981-6800

Action: Item rescheduled to the City Council Special Meeting on March 15, 2022.

Consent Calendar

- 3. Resolution Making Required Findings Pursuant to the Government Code and Directing City Legislative Bodies to Continue to Meet Via Videoconference and Teleconference**
From: City Manager
Recommendation: Adopt a resolution making the required findings pursuant to Government Code Section 54953(e)(3) and determining that as a result of the continued threat to public health and safety posed by the spread of COVID-19, City legislative bodies shall continue to meet via videoconference and teleconference, initially ratified by the City Council on September 28, 2021, and subsequently reviewed and ratified on October 26, 2021, November 16, 2021, December 14, 2021, January 10, 2022, and February 8, 2022.
Financial Implications: To be determined.
Contact: Farimah Brown, City Attorney, (510) 981-6950
Action: Adopted Resolution No. 70,244–N.S.
- 4. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on March 8, 2022**
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager’s threshold will be returned to Council for final approval.
Financial Implications: \$7,470,316
Contact: Henry Oyekanmi, Finance, (510) 981-7300
Action: Approved recommendation.
- 5. Housing Consultant Contract Amendment (Contract # 32100126) – Anjanette Scott LLC**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to the City’s contract with Anjanette Scott LLC to add up to \$50,000 for consulting services in a total amount not to exceed \$100,000, with a contract end date of June 30, 2023.
Financial Implications: See report.
Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 70,245–N.S.

Consent Calendar

6. **Contract No. 32100082 Amendment: Resource Development Associates to Facilitate Grant Writing for the Specialized Care Unit**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to amend a contract with Resource Development Associates (RDA) to add grant writing services for the Specialized Care Unit (SCU) and mental health system for a total contract limit of \$245,000 for the period beginning January 1, 2021 and ending June 30, 2023. This amendment will add \$60,000 in funding and one year to the contract term.
Financial Implications: See report.
 Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 70,246–N.S.
7. **Contract No. 319001221-1 Amendment: Rolling Orange, Inc. for Additional Website Redesign Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 319001221-1 with Rolling Orange, Inc. for the additional website redesign services, for an amount not-to-exceed \$10,000 and a total contract value not-to-exceed \$569,300 from March 1, 2019 to June 30, 2024.
Financial Implications: See report.
 Contact: Michael Sinor, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 70,247–N.S.
8. **Measure T1 Contract: Western Water Features Inc. for the King Pool Plaster and Tile Replacement and West Campus Pool Plaster, Tile, and Filter Replacement**
From: City Manager
Recommendation: Adopt a Resolution: 1. Approving the plans and specifications for the King Pool Plaster and Tile Replacement and West Campus Pool Plaster and Tile Replacement and Filter Replacement Project, Specification No. 22-11489-C; 2. Accepting the bid of the lowest responsive and responsible bidder, Western Water Features, Inc.; and 3. Authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the approved plans and specifications, with Western Water Features, Inc. for the King Pool Plaster and Tile Replacement and West Campus Pool Plaster and Tile Replacement and Filter Replacement Project in an amount not to exceed \$1,010,000, which includes a contract amount of \$989,449 and a 10% contingency in the amount of \$20,551.
Financial Implications: \$1,010,000
 Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 70,248–N.S.

Consent Calendar

9. Amendment to Contract No. 32000219 with Lind Marine - Removal of Derelict and Abandoned Vessels at the Berkeley Marina

From: City Manager

Recommendation: Adopt a resolution authorizing the City Manager to amend Contract No. 32000219 with Lind Marine to remove derelict and abandoned vessels at the Berkeley Marina by increasing the contract amount by \$42,000; and authorizing additional contingency of \$4,200 for a contract total not-to-exceed amount of \$188,400; and contingency of \$47,000; and extend the contract to September 30, 2023.

Financial Implications: \$188,400.

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

Action: Adopted Resolution No. 70,249–N.S.

10. Lease Agreement with NFS Unlimited, LLC for Skates-on-the-Bay

From: City Manager

Recommendation: Adopt first reading of an Ordinance authorizing the City Manager to execute the attached ground lease with NFS Unlimited, LLC, the owner/lessee of Skates-on-the-Bay at the Berkeley Waterfront for a 10-year term with 2 additional options to extend for 5 years each, effective from May 1, 2022.

Financial Implications: See report.

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

Action: Adopt first reading of Ordinance No.7,802–N.S. Second reading scheduled for March 22, 2022.

Consent Calendar

11. Updates to the Measure T1 Phase 1 Project List

From: City Manager

Recommendation: Adopt a resolution authorizing the following updates to the T1 Phase 1 list of approved projects:

1. Add the following project - Streets: West Street (adjacent to Strawberry Creek Park) from Addison to End.

2. Change the phase of the following project - Parks: Aquatic Park Tide Tubes Cleanout, (add "Construction").

3. Remove the following:

A. Projects added in October 2020: i. Streets: a. Arcade Avenue from Fairlawn Drive to Grizzly Peak Boulevard; b. Cedar Street from 6th Street to San Pablo Avenue; c. Center Street from Martin Luther King Jr. Way to Shattuck Ave; d. Dohr Street from Ashby Avenue to Prince Street; e. Rose Street from Le Roy Avenue to La Loma Avenue; f. Santa Fe Avenue from Gilman Street to Cornell Avenue/Page St; g. Shasta Road from Grizzly Peak Boulevard to east City limit; and h. West Street from Bancroft Way to Dwight Way.

ii. Parks: James Kenney Park Play and Picnic Area

B. Projects added in July 2019: i. Green Infrastructure: a. Heinz Avenue near RR tracks; b. Jones Street between Fourth St and RR tracks; c. Ninth Street at Codornices Creek; d. Evaluation of Sacramento Street center median; and e. Tenth Street at Codornices Creek.

C. Projects from the original approved list: i. Streets: Bancroft from Shattuck to Milvia

Financial Implications: See report.

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

Action: Adopted Resolution No. 70,250–N.S.

12. Donation: Memorial Bench at the Berkeley Marina in front of M-Dock in memory of Roger Garfinkle

From: City Manager

Recommendation: Adopt a Resolution accepting a cash donation in the amount of \$3,400 for a memorial bench to be placed at the Berkeley Marina in front of M-Dock in memory of Roger Garfinkle, DragonMax Founder and Coach.

Financial Implications: \$3,400 in revenue.

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

Action: Adopted Resolution No. 70,251–N.S.

13. Ratification of Police Accountability Board's Standing Rules

From: Police Accountability Board

Recommendation: Ratify Standing Rules of the Police Accountability Board, revised in consideration of Mayor Arreguin's proposed amendments.

Financial Implications: None

Contact: Katherine Lee, Interim Director of Police Accountability, (510) 981-4950

Action: Approved recommendation.

Council Consent Items

- 14. Support of SB 922**
From: Mayor Arreguin (Author), Councilmember Taplin (Co-Sponsor), Councilmember Bartlett (Co-Sponsor), Councilmember Robinson (Co-Sponsor)
Recommendation: Adopt a Resolution in support of SB 922 (Wiener), which would permanently exempt transportation-related projects from CEQA. Send a copy of the Resolution to Governor Gavin Newsom, State Senators Scott Wiener and Nancy Skinner, and Assemblymember Buffy Wicks.
Financial Implications: None
Contact: Jesse Arreguin, Mayor, (510) 981-7100
Action: Adopted Resolution No. 70,252–N.S. revised to include consideration of Native American cultural sites.
- 15. Opposition to the California Two-Thirds Legislative Vote and Voter Approval for Fee and Charge Increases Initiative**
From: Mayor Arreguin (Author), Councilmember Harrison (Co-Sponsor)
Recommendation: Adopt a Resolution to oppose Initiative 21-0042A1, the California Two-Thirds Legislative Vote and Voter Approval for Fee and Charge Increases Initiative. Send a copy of the Resolution to the League of California Cities.
Financial Implications: See report.
Contact: Jesse Arreguin, Mayor, (510) 981-7100
Action: Adopted Resolution No. 70,253–N.S.
- 16. Referral to Implement State Law AB 43 for Reduced Speed Limits on High-Injury Commercial Corridors**
From: Councilmember Kesarwani (Author), Councilmember Taplin (Author), Councilmember Robinson (Co-Sponsor), Councilmember Wengraf (Co-Sponsor)
Recommendation: Refer to the City Manager to implement state law AB 43 on:
- High-injury commercial corridors as identified in our Vision Zero Annual Report, 2020-2021 in order to allow a reduction in speed limits by 5 miles per hour; - Any other corridors covered by AB 43, as appropriate, in order to implement reduced prima facie speed limits and identify those corridors for future traffic studies where prima facie limits are presently unsafe.
Upon completion of this referral, we note that a budget allocation would be needed in the amount of \$25,000 to \$50,000 for new speed limit signage. Funding will be requested later (likely for the FY 2023-24 budget) in order to allow time for staff to determine the applicable streets for additional signage.
Financial Implications: See report
Contact: Rashmi Kesarwani, Councilmember, District 1, (510) 981-7110
Action: Approved recommendation.

Council Consent Items

17. **Adopt a Resolution Supporting Relinquishment of Council Office Budget Funds to the General Fund and Grant of Such Funds for the Berkeley Commission on the Status of Women’s Annual Dues to the Association of California Commissions for Women**
From: Councilmember Harrison (Author), Mayor Arreguin (Co-Sponsor), Councilmember Taplin (Co-Sponsor), Councilmember Wengraf (Co-Sponsor)
Recommendation: Adopt a Resolution approving the expenditure of \$100 each from Vice Mayor Harrison, Mayor Arreguín, and Councilmember Taplin’s office budgets to the Association of California Commissions for Women to cover the prorated 2021-2022 annual membership dues and full dues for 2022-2023 for the Berkeley Commission on the Status of Women, with funds relinquished to the City’s general fund for this purpose from the discretionary Council Office Budgets of the aforementioned Mayor and Council office budgets, and providing for prospective “pre-approval” of such dues on an ongoing basis.
Financial Implications: See report
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140
Action: Adopted Resolution No. 70,254–N.S. revised to include contributions from the following Councilmembers up to the amounts listed: Councilmember Hahn - \$200; Councilmember Robinson - \$100; Councilmember Bartlett - \$250; further revised in Supplemental Packet #1 by Councilmember Harrison as noted below.

Revised Recommendation:

- 1. Adopt a Resolution approving the expenditure of \$ 25 each from Vice Mayor Harrison, Mayor Arreguín, and Councilmembers Taplin and Wengraf’s office budgets to the Association of California Commissions for Women to cover the prorated 2021-2022 annual membership dues for the Berkeley Commission on the Status of Women, with funds relinquished to the City’s general fund for this purpose from the discretionary Council Office Budgets of the aforementioned Mayor and Council office budgets.*
- 2. Submit to the June budget process \$400 from the General Fund to cover the upcoming full dues payments for 2022-2023 and 2023-2024.*

Revised Resolution Text:

WHEREAS, Vice Mayor Kate Harrison, Mayor Arreguín and Councilmembers Taplin and Wengraf have funds in their office expenditure accounts; and

WHEREAS, a non-profit tax-exempt entity, the Association of California Commissions for Women, requires funds in the amount of \$100 to provide Berkeley’s Commission of the Status of Women with the prorated annual membership dues amount for 2021-2022; and

WHEREAS, the provision of such funds for dues payments would enhance and further facilitate the Commission’s ongoing municipal public purpose, including providing Berkeley Commissioners with opportunities to collaborate with other commissions on strategic planning, networking to achieve local commission goals and pursue initiatives, training, leadership, event planning/conventions, and generally raising awareness of women’s issues; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the \$25 each relinquished by Vice Mayor Harrison, Mayor Arreguín and Councilmembers Taplin and Wengraf from their Council Office Budget shall be granted to the Association of California Commissions for Women on behalf of Berkeley Commission on the Status of Women to cover dues payments that further the Commission’s municipal public purpose.

Council Consent Items

18. **Adopt Resolutions Referring to the City Manager to Establish a Policy of Reducing or Waiving Park Fees for Free, Permitted Outdoor Theater, Arts Events, and Other Events Based on Objective Public Welfare Criteria and Relinquishing Council Funds to Support the San Francisco Mime Troupe's Payment of Park Fees for Its 2022 Free Outdoor Performance Season**
From: Councilmember Harrison (Author)
Recommendation: Adopt Two Resolutions:
1. Establishing a policy and referring to the City Manager to create a process to reduce or waive City Park Fees for free and permitted outdoor theater, arts events, and other events as appropriate based on objective consideration of their benefits to the public welfare, including but not limited to educational content, non-profit status, and means.
2. Approving the expenditure of an amount not to exceed \$500 per Councilmember including \$500 from Vice Mayor Harrison, to the San Francisco Mime Troupe, the non-profit fiscal sponsor of 2022 Berkeley Park performances, with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Vice Mayor Harrison and any other Councilmembers who would like to contribute.
Financial Implications: See report.
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140
Action: Adopted Resolution No. 70,255–N.S. referring the creation of a policy to the City Manager; and Adopted Resolution No. 70,256–N.S. revised to include contributions from the following Councilmembers up to the amounts listed: Mayor Arreguin - \$500; Councilmember Harrison - \$500; Councilmember Hahn - \$200; Councilmember Robinson - \$100; Councilmember Bartlett - \$100.
19. **Budget Referral: Grant Writing Services**
From: Councilmember Hahn (Author), Councilmember Bartlett (Author), Councilmember Harrison (Co-Sponsor)
Recommendation: Refer \$300,000 to the FY 2022-2023 budget process to expand the City's capacity to seek and obtain grants and launch funded projects by hiring or contracting for writing and RFP/grant/program administration support.
Financial Implications: See report.
Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150
Action: Approved recommendation.
20. **Support for AB 1713: Idaho Stop**
From: Councilmember Robinson (Author)
Recommendation: Send a letter to Assemblymember Tasha Boerner Horvath, Senator Nancy Skinner, and Assemblymember Buffy Wicks in support of Assembly Bill 1713, which would allow adult bicyclists to proceed through stop signs after yielding the right-of-way to immediate hazards.
Financial Implications: None
Contact: Rigel Robinson, Councilmember, District 7, (510) 981-7170
Action: Approved recommendation.

Action Calendar – Old Business

21. **Update on the Implementation of Fair and Impartial Policing Task Force Recommendations** *(Continued from February 22, 2022)*

From: City Manager

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

Action: 11 speakers. Discussion held.

Recess 8:56 p.m. – 9:07 p.m.

22. **2021 Year End Crime and Collision Data** *(Continued from February 22, 2022)*

From: City Manager

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

Action: 9 speakers. Received and filed.

23. **Request to Adopt a Resolution Approving Exception to the 180-Day Waiting Period to Hire a CalPERS Retired Annuitant in Accordance with Government Code Sections 7522.56 And 21224**

From: City Manager

Recommendation: Staff respectfully recommends that the City Council adopt a resolution approving an exception to the 180-day waiting period for hiring a retired annuitant as an extra-help employee in the Department of Health, Housing & Community Services, due to their specialized skills that are necessary to perform work of a limited duration, and to prevent stoppage of public business during the Covid emergency.

Financial Implications: See report.

Contact: Don Ellison, Human Resources, (510) 981-6807

Action: 0 speakers. M/S/C (Arreguin/Robinson) to adopt Resolution No. 70,257–N.S. as revised in Supplemental Communications Packet #1 by the City Manager to change “creative” to “created” in the resolved clause.

Vote: All Ayes.

Public Comment – Items Not Listed on the Agenda - 3 speakers

Adjournment

Action: M/S/C (Arreguin/Robinson) to adjourn the meeting.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

Councilmember Droste absent 10:26 p.m. – 10:32 p.m.

Adjourned at 10:32 p.m.

I hereby certify that the foregoing is a true and correct record of the regular session meeting held on March 8, 2022.

Mark Numainville
City Clerk

Communications

Item #18: Adopt Resolutions Referring to the City Manager to Establish a Policy of Reducing or Waiving Park Fees for Free, Permitted Outdoor Theater, Arts Events, and Other Events Based on Objective Public Welfare Criteria and Relinquishing Council Funds to Support the San Francisco Mime Troupe's Payment of Park Fees for Its 2022 Free Outdoor Performance Season

1. Rachel Davis
2. Thuan Tran
3. Mary Engle
4. Mary Rose

Energy Commission Transportation Priorities for the Fiscal Year 2023-2024 Budget

5. Berkeley Energy Commission

Proposed Policy 351, Public Safety Fixed Video Surveillance Cameras

6. Michael Chang, Chairperson, Police Accountability Board

Union Contract Wage Theft by City Management

7. Mike Uberti
8. Nathan Dahl
9. Glenn Ingersoll
10. Barbara Gilbert (2)
11. Julia P

Parking Garage at 2215 4th Street

12. Anne Burns
13. Mary Scott

Verizon Wireless Tower

14. Anna Pisarello

Implications of Lost Property Tax Revenue

15. Alex Sharenko (2)

Tenant Opportunity to Purchase Act (TOPA)

- 16. Eric Friedman
- 17. Akshit Dewan
- 18. Mirelle Linquist

Parking Tickets

- 19. Michelle Milam

Climate Change

- 20. Christopher La Combe
- 21. Thomas Lord (2)

Plastic Bag Ordinance

- 22. Sofia Avila

Eden I&R February

- 23. Eden I&R

Removal of Vines in the Berkeley Hills

- 24. Senior Advocates & Associates

Grizzly Peak Blvd.

- 25. Bruce Brody

Redistricting

- 26. Sheila Goldmacher

BART Redistricting

- 27. BART

Shellmound

- 28. Laura Callen
- 29. AJ Pluss
- 30. Gail Susan Gordon
- 31. Bettemie Prins
- 32. Jane Perry
- 33. Sheri Prud'homme

Housing

- 34. Avran Gur Arye (14)
- 35. Photoano@
- 36. Ashvin Nair

COVID/Masks/Pandemic

- 37. Thomas Lord (2)
- 38. Vicki Sommer (2)
- 39. David Lerman

40. Jane Fink

Reimagining Public Safety

41. Amol Rao

42. Diana Bohn

Solar and Wind Powering Berkeley Homes in March

43. Kathleen Giustino

Brown Act Viewpoint

44. Thomas Lord

Supplemental Communications and Reports 1

Item #17: Adopt a Resolution Supporting Relinquishment of Council Office Budget Funds to the General Fund and Grant of Such Funds for the Berkeley Commission on the Status of Women’s Annual Dues to the Association of California Commissions for Women

45. Revised material, submitted by Councilmember Harrison

Item #18: Adopt Resolutions Referring to the City Manager to Establish a Policy of Reducing or Waiving Park Fees for Free, Permitted Outdoor Theater, Arts Events, and Other Events Based on Objective Public Welfare Criteria and Relinquishing Council Funds to Support the San Francisco Mime Troupe’s Payment of Park Fees for Its 2022 Free Outdoor Performance Season

46. Phoebe Sorgen

47. Hali Hammer

48. Stephen Most

49. Claire Schoen

50. Carol Hirth

51. Janice Schroder

52. Michael Fullerton

Item #23: Request to Adopt a Resolution Approving Exception to the 180-Day Waiting Period to Hire a CalPERS Retired Annuitant in Accordance with Government Code Sections 7522.56 And 21224

53. Revised material, submitted by Health, Housing, and Community Services

Supplemental Communications and Reports 2

Item #18: Adopt Resolutions Referring to the City Manager to Establish a Policy of Reducing or Waiving Park Fees for Free, Permitted Outdoor Theater, Arts Events, and Other Events Based on Objective Public Welfare Criteria and Relinquishing Council Funds to Support the San Francisco Mime Troupe’s Payment of Park Fees for Its 2022 Free Outdoor Performance Season

54. Thomas Luce

55. Rebecca Herman

56. Geraldine Clifford

- 57. Holly Scheider
- 58. Davis Baltz
- 59. Terry Fletcher
- 60. Vivian Pisano
- 61. Naneen Karraker
- 62. David Holzman
- 63. T.M. Scruggs
- 64. Maya Carson
- 65. Kaylah Sterling
- 66. Jessie Ortiz
- 67. Mary Rose
- 68. Erika Shore
- 69. Ellen Brotsky
- 70. Linda Schmidt
- 71. Edward Opton
- 72. Sallie Hanna-Rhyne

Supplemental Communications and Reports 3

Item #14: Support of SB 922

- 73. Eugene Turitz
- 74. Chimey Lee (3)

Item #16: Referral to Implement State Law AB 43 for Reduced Speed Limits on High-Injury Commercial Corridors

- 75. Greg Martin
- 76. Susan Springborg
- 77. Chris Horgan & Elena Prakoura
- 78. Ben Gerhardstein, on behalf of Walk Bike Berkeley

Item #18: Adopt Resolutions Referring to the City Manager to Establish a Policy of Reducing or Waiving Park Fees for Free, Permitted Outdoor Theater, Arts Events, and Other Events Based on Objective Public Welfare Criteria and Relinquishing Council Funds to Support the San Francisco Mime Troupe's Payment of Park Fees for Its 2022 Free Outdoor Performance Season

- 79. Revised material, submitted by Councilmember Harrison
- 80. Sara Sunstein
- 81. Vicki Sommer
- 82. Tobey Wiebe
- 83. Joan Berezin
- 84. Mary Vradelis

Item #22: 2021 Year End Crime and Collision Data

- 85. Liza Lutzker, on behalf of Walk Bike Berkeley
- 86. Jonathan Walden
- 87. Chimey Lee

Urgent Item

Item: Encampment Resolution Funding Grant Award

88. Urgent item, submitted by the City Manager's Office

**MINUTES
SPECIAL MEETING OF THE
BERKELEY CITY COUNCIL**

**Thursday, March 10, 2022
6:00 PM**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Government Code Section 54953(e) and the state declared emergency, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. The COVID-19 state of emergency continues to directly impact the ability of the members to meet safely in person and presents imminent risks to the health of attendees. Therefore, no physical meeting location will be available.

Live audio is available on KPFB Radio 89.3. Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://us02web.zoom.us/j/81553706914> If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

*To join by phone: Dial **1-669-900-9128** or **1-877-853-5257 (Toll Free)** and enter Meeting ID: **815 5370 6914**. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@cityofberkeley.info.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call: 6:03 p.m.

Present: Taplin, Harrison, Wengraf, Robinson, Droste, Arreguin

Absent: Kesarwani, Bartlett, Hahn

Councilmember Kesarwani present at 6:05 p.m.

Councilmember Bartlett present at 6:12 p.m.

Action Calendar – New Business

- 1. Consideration of the Reimagining Public Safety Task Force’s Response to the National Institute for Criminal Justice Reform Recommendations**
From: Reimagining Public Safety Task Force
Recommendation: Discuss the Recommendations of the Reimagining Public Safety Task Force in response to the National Institute of Criminal Justice Reform (NICJR). Accept the report and refer to the City Manager.
Financial Implications: See report
Contact: LaTanya Bellow & Shamika Cole, Commission Secretaries, (510) 981-7000

Action: See action on Item #2.
- 2. Presentation and Discussion of Reports Submitted by Reimagining Public Safety Task Force and National Institute for Criminal Justice Reform**
From: City Manager
Recommendation: Accept the reports and refer to the City Manager with the goal of a staff report and recommendations on a path forward to transforming public safety and policing in Berkeley.
Financial Implications: See report
Contact: Dee Williams-Ridley, City Manager, (510) 981-7000

Recess 8:12 p.m. – 8:27 p.m.

Action: Items 1 & 2 were presented together. 23 speakers. Presentations made and discussion held. Council referred the reports, presentations, supplemental materials in Supplemental Communications Packet #2 submitted by Mayor Arreguin, Vice-Mayor Harrison and Councilmembers Bartlett and Hahn, revised material in Supplemental Communications Packet #2 submitted by the Reimagining Public Safety Task Force, and revised material in Supplemental Communications Packet #2 submitted by the National Institute for Criminal Justice Reform to the City Manager for analysis and recommendations on a path forward to transforming public safety and policing in Berkeley.

Councilmember Wengraf absent at 10:05 p.m.

Adjournment

Action: M/S/C (Arreguin/Harrison) to adjourn the meeting.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Robinson, Droste, Arreguin; Noes – None, Abstain – None; Absent – Hahn, Wengraf.

Adjourned at 10:25 p.m.

I hereby certify that the foregoing is a true and correct record of the special session meeting held on March 10, 2022.

Mark Numainville
City Clerk

Communications

- None

Supplemental Communications and Reports 1

- None

Supplemental Communications and Reports 2

Item #1: Consideration of the Reimagining Public Safety Task Force's Response to the National Institute for Criminal Justice Reform Recommendations

1. Revised material, submitted by the Reimagining Public Safety Task Force
2. Berkeley Neighborhoods Council
3. Barbara Gilbert
4. Diana Bohn
5. Wendy Alfsen

Item #2: Presentation and Discussion of Report Submitted by Reimagining Public Safety Task Force and National Institute for Criminal Justice Reform

6. Revised material, submitted by the National Institute for Criminal Justice Reform

Item #1 & Item #2 (Same as above)

7. Supplemental material, submitted by Mayor Arreguin, Vice-Mayor Harrison and Councilmembers Bartlett and Hahn

Supplemental Communications and Reports 3

Item #1: Consideration of the Reimagining Public Safety Task Force's Response to the National Institute for Criminal Justice Reform Recommendations

8. Carole Marasovic
9. Warren Sharp
10. John Caner, on behalf of the Downtown Berkeley Association
11. Charles Clarke
12. Eric Wiesner
13. Blair Beekmand (2)
14. Chimey Lee

Item #2: Presentation and Discussion of Report Submitted by Reimagining Public Safety Task Force and National Institute for Criminal Justice Reform

15. Presentation - Overview, submitted by the City Manager's Office
16. Presentation – New and Emerging Models, submitted by the City Manager's Office
17. Presentation – Alternative Responses, submitted by the City Manager's Office
18. Presentation – Community Engagement, submitted by the City Manager's Office
19. Presentation – Reimagining Public Safety Task Force's (RPSTF) votes on National Institute for Criminal Justice Reform (NICJR) recommendations, submitted by the City Manager's Office

**MINUTES
SPECIAL MEETING OF THE
BERKELEY CITY COUNCIL**

**Tuesday, March 15, 2022
5:00 PM**

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

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED IN A HYBRID MODEL WITH BOTH IN-PERSON AND VIRTUAL PARTICIPATION

This meeting of the City Council will be conducted in a “hybrid” model with both in-person attendance and virtual participation. This meeting is a test of the technology needs and meeting management processes for hybrid meetings. All other meetings will continue to be conducted exclusively through teleconference and Zoom videoconference pursuant to Government Code Section 54953(e) and the state declared emergency.

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Preliminary Matters

Roll Call: 5:06 p.m.

Present: Bartlett, Wengraf, Robinson, Droste, Arreguin

Absent: Kesarwani, Taplin, Harrison, Hahn

Action Calendar – Continued Business

- 1. Resolution Adopting the Resolution of Intention of Amendment to the Miscellaneous CalPERS Contract Pursuant to California Government Code 20516; Adopt First Ordinance Reading authorizing an amendment to the contract between the City Council of the City of Berkeley and the Board of Administration of the California Public Employees' Retirement System**
(Continued from March 8, 2022)

From: City Manager

Recommendation: Adopt second reading of Ordinance No. 7,801-N.S. authorizing an amendment to the contract between the City Council of the City of Berkeley and the Board of Administration of the California Public Employees' Retirement System
Adopt second reading of Ordinance No. 7,801-N.S. amending the City's contract with CalPERS to effectuate changes to the cost sharing agreement between the City and PEPR members of Service Employee International Union, Local 1021 Maintenance and Clerical (SEIU MC), Public Employees Union Local 1 (Local 1), Community Services & Part-Time Recreation Leaders Associations Local 1021 (SEIU CSU/PTRLA), and the Unrepresented Employees Group.

First Reading Vote: Ayes – Kesarwani, Taplin, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Bartlett, Droste.

Financial Implications: See report.

Contact: Donald E. Ellison, Human Resources, (510) 981-6800

Action: 0 speakers. M/S/C (Wengraf/Robinson) to adopt second reading of Ordinance No. 7,801–N.S.

Vote: Ayes – Bartlett, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Taplin, Harrison, Hahn.

Adjournment

Action: M/S/C (Arreguin/Robinson) to adjourn the meeting.

Vote: Ayes – Bartlett, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Taplin, Harrison, Hahn.

Adjourned at 5:09 p.m.

I hereby certify that the foregoing is a true and correct record of the special session meeting held on March 15, 2022.

Mark Numainville
City Clerk

Communications

- None

Supplemental Communications and Reports 1

- None

Supplemental Communications and Reports 2

- None

Supplemental Communications and Reports 3

- None

**MINUTES
SPECIAL MEETING OF THE
BERKELEY CITY COUNCIL**

**Tuesday, March 15, 2022
6:00 PM**

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

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI

DISTRICT 2 – TERRY TAPLIN

DISTRICT 3 – BEN BARTLETT

DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN

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Preliminary Matters

Roll Call: 6:05 p.m.

Present: Kesarwani, Bartlett, Wengraf, Robinson, Droste, Arreguin

Absent: Taplin, Harrison, Hahn

Councilmember Taplin present at 6:27 p.m.

Worksession

1. Housing Element Update and Residential Objective Standards

From: City Manager

Contact: Jordan Klein, Planning and Development, (510) 981-7400

Action: 29 speakers. Presentation made and discussion held.

Recess 8:04 p.m. – 8:17 p.m.

Adjournment

Action: M/S/C (Arreguin/Droste) to adjourn the meeting.

Vote: Ayes - Kesarwani, Taplin, Bartlett, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent – Harrison, Hahn.

Adjourned at 10:01 p.m.

I hereby certify that the foregoing is a true and correct record of the special session meeting held on March 10, 2022.

Mark Numainville
City Clerk

Communications

- None

Supplemental Communications and Reports 1

- None

Supplemental Communications and Reports 2

Item #1: Housing Element Update and Residential Objective Standards

1. Sabina McMurtry
2. Carol Hirth
3. Michelle Pasternack
4. Ewald Detjens

5. Michael Scott
6. Vicki Sommer
7. Diana Bohn
8. Bernard Marszalek
9. Robin Hollenberg
10. Kerna Trottier
11. Kori Kody
12. Paul Casperson
13. Matthew Lewis
14. Leah and John Rosenthal
15. George and Dolly Gurrola
16. Shirley Traynor
17. Morris Friedell
18. Robert Davis
19. Tom McMillan
20. Janis Dairiki
21. Larry Kuo
22. Shauna Haines
23. Summer Brenner
24. Mark Wieder
25. Charlene Harrington
26. Terry Paris
27. Laura Spiekerman
28. Alan Ramo
29. Kirsten Rose
30. Tom Graly
31. Lynn Cooper
32. Fred Krieger
33. Alex Benn
34. Lisa Bruce
35. Leslie Valas
36. Eric Johnson
37. Ross Bernet
38. John Robin
39. Jeffery Kaplan
40. Ben Paulos
41. Teresa Clarke
42. Charlene Woodcock
43. George Killingsworth
44. Jeffrey Carter
45. Sheila Goldmacher
46. Rob Wrenn
47. Kathy Labriola

Supplemental Communications and Reports 3

Item #1: Housing Element Update and Residential Objective Standards

48. Presentation, submitted by the City Manager's Office
49. Toni Mester
50. Bruce Feingold
51. Joan Berezin

52. Judith Small
53. Becca Schonberg
54. Corey Busay
55. Sean Gibson
56. Nancy Nash
57. Madeline Feingold
58. Gary Facente
59. Steve Rosen
60. Carol Cohen
61. Dorothy Walker
62. James Wert
63. Josie Gerst
64. Tim Kelley
65. Carla Woodworth
66. Michael Frantz
67. Ben Gould, on behalf of Berkeley Neighbors for Housing and Climate Action
Steering Committee
68. Nicole Chabot
69. Thomas Lord
70. Sarah Bell
71. Julianna Dickey
72. Marco Lobba

BERKELEY CITY COUNCIL SPECIAL MEETING MINUTES

TUESDAY, MARCH 22, 2022

3:00 P.M.

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this closed session meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.

Live audio is available on KPFB Radio 89.3. Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://us02web.zoom.us/j/89722983133>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

*To join by phone: Dial 1-669-900-9128 or 1-877-853-5257 (Toll Free); enter Meeting ID: 897 2298 3133. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@cityofberkeley.info.

Preliminary Matters

Roll Call: 3:02 p.m.

Present: Taplin, Harrison, Hahn, Wengraf, Robinson, Arreguin

Absent: Kesarwani, Bartlett, Droste

Councilmember Kesarwani present at 3:07 p.m.

Councilmember Bartlett present at 3:09 p.m.

Public Comment - Limited to items on this agenda only – 0 speakers

CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(a) and 54956.9(d)(1)

a. *Ruegg & Ellsworth v. City of Berkeley (Alameda Superior Court Case No. RG 18930003)*

Action: M/S/C (Arreguin/Robinson) to authorize the City Attorney to file an appeal in Ruegg & Ellsworth v. City of Berkeley, Alameda County Superior Court, Case No. California Case No. RG18930003.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

OPEN SESSION:

The City Council met in closed session and authorized the City Attorney to file an appeal in Ruegg & Ellsworth v. City of Berkeley, Alameda County Superior Court, Case No. California Case No. RG18930003.

Adjournment

Action: M/S/C (Arreguin/Wengraf) to adjourn the meeting.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

Adjourned at 4:38 p.m.

I hereby certify that the forgoing is a true and correct record of the closed session meeting held on March 22, 2022.

Mark Numainville, City Clerk

**MINUTES
SPECIAL MEETING OF THE
BERKELEY CITY COUNCIL**

**Tuesday, March 22, 2022
4:00 PM**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Government Code Section 54953(e) and the state declared emergency, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. The COVID-19 state of emergency continues to directly impact the ability of the members to meet safely in person and presents imminent risks to the health of attendees. Therefore, no physical meeting location will be available.

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*To join by phone: Dial **1-669-900-9128** or **1-877-853-5257 (Toll Free)** and enter Meeting ID: **854 7474 1619**. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

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This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call: 4:44 p.m.

Present: Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin

Absent: Droste

Action Calendar – New Business

- 1. Implementation of Redistricting Plan for City Council District Boundaries**
From: Independent Redistricting Commission
Recommendation: Adopt first reading of an Ordinance implementing the adjusted City Council District Boundaries as approved by the Independent Redistricting Commission.
Financial Implications: None
Contact: Mark Numainville, Commission Secretary, (510) 981-6900
Action: 3 speakers. M/S/C (Arreguin/Wengraf) to adopt first reading of Ordinance No. 7,803–N.S. implementing the adjusted City Council District Boundaries as approved by the Independent Redistricting Commission. Second reading scheduled for April 12, 2022.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

Adjournment

Action: M/S/C (Harrison/Robinson) to adjourn the meeting.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

Adjourned at 5:14 p.m.

I hereby certify that the foregoing is a true and correct record of the special session meeting held on March 22, 2022.

Mark Numainville
City Clerk

Communications

- None

Supplemental Communications and Reports 1

- None

Supplemental Communications and Reports 2

- None

Supplemental Communications and Reports 3

Item 1: Redistricting Ordinance – 1st Read

1. Chimey Lee

MINUTES
BERKELEY CITY COUNCIL MEETING
Tuesday, March 22, 2022
6:00 PM

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Government Code Section 54953(e) and the state declared emergency, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. The COVID-19 state of emergency continues to directly impact the ability of the members to meet safely in person and presents imminent risks to the health of attendees. Therefore, no physical meeting location will be available.

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This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call: 6:03 p.m.

Present: Kesarwani, Taplin, Harrison, Hahn, Wengraf, Robinson, Arreguin

Absent: Bartlett, Droste

Councilmember Bartlett present at 6:04 p.m.

Report from Closed Session

The City Council met in closed session and authorized the City Attorney to file an appeal in Ruegg & Ellsworth v. City of Berkeley, Alameda County Superior Court, Case No. California Case No. RG18930003.

Ceremonial Matters:

1. Recognition of Nowruz, Persian New Year
2. Recognition of Meals on Wheels Month (March 2022)
3. Presentation on Seismic Retrofits for Civic Center Buildings - 7 speakers
4. Presentation by the Anti-Eviction Mapping Project - 15 speakers

City Manager Comments: None

Recess 8:26 p.m. – 8:36 p.m.

Public Comment on Non-Agenda Matters: 4 speakers.

Consent Calendar

Action: M/S/C (Arreguin/Robinson) to adopt a temporary rule to set the time limit for public speakers at one minute per speaker.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

Public Comment on Consent Calendar and Information Items Only: 15 speakers.

Action: M/S/C (Arreguin/Robinson) to adopt the Consent Calendar in one motion except as indicated.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

Consent Calendar

- 1. Lease Agreement with NFS Unlimited, LLC for Skates-on-the-Bay**
From: City Manager
Recommendation: Adopt second reading of Ordinance No. 7,802-N.S. authorizing the City Manager to execute the attached ground lease with NFS Unlimited, LLC, the owner/lessee of Skates-on-the-Bay at the Berkeley Waterfront for a 10-year term with 2 additional options to extend for 5 years each, effective from May 1, 2022.
First Reading Vote: All Ayes.
Financial Implications: See report.
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted second reading of Ordinance No. 7,802–N.S.
- 2. Resolution Making Required Findings Pursuant to the Government Code and Directing City Legislative Bodies to Continue to Meet Via Videoconference and Teleconference**
From: City Manager
Recommendation: Adopt a resolution making the required findings pursuant to Government Code Section 54953(e)(3) and determining that as a result of the continued threat to public health and safety posed by the spread of COVID-19, City legislative bodies shall continue to meet via videoconference and teleconference, initially ratified by the City Council on September 28, 2021, and subsequently reviewed and ratified on October 26, 2021, November 16, 2021, December 14, 2021, January 10, 2022, February 8, 2022, and March 8, 2022.
Financial Implications: To be determined.
Contact: Farimah Brown, City Attorney, (510) 981-6950
Action: Adopted Resolution No. 70,258–N.S.
- 3. Resolution Reviewing and Ratifying the Proclamation of Local Emergency Due to the Spread of a Severe Acute Respiratory Illness Caused by a Novel (New) Coronavirus (COVID-19)**
From: City Manager
Recommendation: Adopt a Resolution reviewing the need for continuing the local emergency due to the spread of a severe acute respiratory illness caused by a novel (new) coronavirus (COVID-19) and ratifying the Proclamation of Local Emergency issued by the Director of Emergency Services on March 3, 2020, initially ratified by the City Council on March 10, 2020, and subsequently reviewed and ratified by the Council on April 21, 2020, June 16, 2020, July 28, 2020, September 22, 2020, November 17, 2020, December 15, 2020, February 9, 2021, March 30, 2021, May 25, 2021, July 20, 2021, September 14, 2021, November 9, 2021, December 14, 2021, and February 8, 2022.
Financial Implications: To be determined.
Contact: Farimah Brown, City Attorney, (510) 981-6950
Action: Adopted Resolution No. 70,259–N.S.

Consent Calendar

4. Minutes for Approval

From: City Manager

Recommendation: Approve the minutes for the Council meetings of February 8 (regular), February 15 (closed and special), February 18 (closed), February 22 (regular) and February 24 (closed).

Financial Implications: None

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

Action: Approved the minutes as submitted.

5. Amendment to the Berkeley Revolving Loan Fund Administrative Plan to allow management of the COVID-19 Resiliency Loan Program (RLP) by Working Solutions, a certified Community Development Financial Institution; Authorize a \$60,000 contract with Working Solutions to provide technical assistance and small business support to Berkeley's RLP participants

From: City Manager

Recommendation: Adopt two Resolutions:

1. Approving changes to the Administrative Plan of the Berkeley Revolving Loan Fund (RLF) to allow for third party administration of the COVID-19 Resiliency Loan Program (RLP).

2. Authorizing the City Manager to execute a sole source contract and any amendments with Working Solutions, a certified Community Development Financial Institution, not to exceed \$60,000 of ARPA funds to provide additional small business support and technical assistance to Berkeley's RLP participants for the period beginning March 31, 2022 through the five-year term of the RLP loan repayments (anticipated ending date December 31, 2027).

Financial Implications: See report.

Contact: Eleanor Hollander, Economic Development, (510) 981-7530

Action: Adopted Resolution No. 70,260–N.S. (Administrative Plan), and Resolution No. 70,261–N.S. (Contract).

6. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on March 22, 2022

From: City Manager

Recommendation: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on March 22, 2022

Financial Implications: \$12,952,000

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

Action: Approved recommendation.

7. Donation of Fire Apparatus and Equipment

From: City Manager

Recommendation: Adopt a Resolution donating a surplus fire truck, Auto 910 and equipment, to the Livermore Pleasanton Department.

Financial Implications: See report.

Contact: Abe Roman, Fire, (510) 981-3473

Action: Adopted Resolution No. 70,262–N.S.

Consent Calendar

- 8. Contract: Pinnacle for Occupational Physicals**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Pinnacle Training Systems, LLC (Contractor) for occupational health and pre-employment medical examinations including cancer and cardiac screening for firefighters, paramedics, emergency medical technicians, police officers and other designated staff through March 22, 2026 in an amount not to exceed \$325,000 per fiscal year with an option to extend for three additional two-year terms, for a total ten-year potential contract not to exceed \$3,250,000.
Financial Implications: See report.
Contact: Abe Roman, Fire, (510) 981-3473
Action: Adopted Resolution No. 70,263–N.S.
- 9. Contract: Interior Motions for HHCS Public Health Division Furniture**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to execute a contract, and any amendments or extensions, with Interior Motions for new furniture for the Public Health Division offices. The contract will be in an amount not to exceed \$100,000 for the period January 1, 2022 through December 30, 2022.
Financial Implications: See report
Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 70,264–N.S.
- 10. Contract No. 32100178 Amendment: California Mental Health Services Authority Help@Hand Participation Agreement**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to execute an Amendment to the Help@Hand Participation Agreement with the California Mental Health Services Authority (CalMHSA) (Contract No.32100178) to increase the amount of funding by \$140,800 for a total amount not to exceed \$541,715 through June 30, 2024, and any amendments.
Financial Implications: See report.
Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 70,265–N.S.

Consent Calendar

- 11. Revenue Contract: Alameda County Behavioral Health Care Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to execute a revenue contract amendment with Alameda County Behavioral Health Care Services (ACBH) for the provision of mental health services, including Medi-Cal, Medicare, Educationally Related Mental Health Services (ERMHS), and Early Periodic Screening, Diagnosis and Treatment (EPSDT) billing and reimbursement, with an Effective Date of July 1, 2021.
Financial Implications: See report.
 Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 70,266–N.S.
- 12. Increase Taxi Scrip Window Daily Cash Redemption Limit**
From: City Manager
Recommendation: Adopt a Resolution authorizing Berkeley Rides for Seniors & the Disabled (BRSD) to increase the Taxi Scrip Window daily cash redemption limit from \$800 to \$1,000, one day per week.
Financial Implications: See report.
 Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 70,267–N.S.
- 13. Amending Berkeley Municipal Code (BMC) Chapter 12.70 Sections 12.70.031 and 12.70.050A.1 to align with State and Local Laws**
From: City Manager
Recommendation: Staff recommends the City Council adopt the reading of an Ordinance amending Berkeley Municipal Code (BMC) Chapter 12.70 Smoking Pollution Control to incorporate two changes:
 1) Amending BMC 12.70.030 to replace the outdated term “Dispensary” with “Cannabis Retailer” in order to align with the State’s Medicinal and Adult-Use of Cannabis Safety and Regulation Act (MAUCSRA); and
 2) Revise BMC Chapter 12.70.050.A.1 to clarify that smoking tobacco is allowed at a tobacco retailer, and smoking cannabis is allowable at a Cannabis Retailer, subject to Council-approved BMC Sections 23.320.020.F.2, 12.21.020.U, V, and Y, and 12.22.040.F.2 allowing “Cannabis Lounges”.
Financial Implications: None
 Contact: Lisa Warhuus, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted first reading of Ordinance No. 7,804–N.S. Second reading scheduled for April 12, 2022.

Consent Calendar

14. **Amendments to On-Call Architectural Services Contract No. 31900137 (ELS Architecture and Urban Design), Contract No. 31900155 (Siegel & Strain Architects), and Contract No. 31900131 (Noll & Tam Architects)**

From: City Manager

Recommendation: Adopt Resolutions authorizing the City Manager to:

1. Execute an amendment to Contract No. 31900137 for ELS Architecture and Urban Design increasing the contract amount by \$900,000; and
2. Execute amendments to Contract No. 31900155 for Siegel & Strain Architects, and Contract No. 31900131 for Noll & Tam Architects by increasing the contract amount by \$900,000 each and duration by 9 months each, from June 30, 2022 to March 31, 2023.

Financial Implications: See report.

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

Action: Adopted Resolution No. 70,268–N.S. (ELS Architecture), and Resolution No. 70,269–N.S. (Siegel & Strain) and Resolution No. 70,270–N.S. (Noll & Tam Architects).

15. **Purchase Order: Nicholas K Corp dba the Ford Store San Leandro for Fifteen Ford Interceptor Utility Hybrid Vehicles**

From: City Manager

Recommendation: Adopt a Resolution satisfying requirements of City Charter Article XI Section 67.2 allowing the City Manager to participate in Alameda County bid procedures and authorize the City Manager to execute a purchase order for fifteen (15) Ford Interceptor Utility Hybrid vehicles with Nicholas K Corp dba the Ford Store San Leandro in an amount not to exceed \$765,000.

Financial Implications: See report.

Contact: Liam Garland, Public Works, (510) 981-6300

Action: Adopted Resolution No. 70,271–N.S.

16. **Purchase Order: Nicholas K Corp dba the Ford Store San Leandro for Three Electric Vehicle Ford Pickup Trucks**

From: City Manager

Recommendation: Adopt a Resolution satisfying requirements of City Charter Article XI Section 67.2 allowing the City Manager to participate in Alameda County bid procedures and authorize the City Manager to execute a purchase order for three (3) Electric Vehicle Ford Pickup Trucks with Nicholas K Corp dba the Ford Store San Leandro in an amount not to exceed \$135,000.

Financial Implications: See report.

Contact: Liam Garland, Public Works, (510) 981-6300

Action: Adopted Resolution No. 70,272–N.S.

Consent Calendar

- 17. Contract No. 112725-1 Du-All Safety, LLC for Safety Consulting and Training Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 112725-1 with Du-All Safety, LLC for continued safety training and consulting services up to \$100,000 for a total contract amount not to exceed \$400,000, and to extend the contract term through December 31, 2025.
Financial Implications: See report.
Contact: Liam Garland, Public Works, (510) 981-6300
Action: Adopted Resolution No. 70,273–N.S.
- 18. Contract No. 32100122 Amendment: Silao General Engineering for Site Improvements Project at 125/127 University Avenue**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32100122 with Silao General Engineering, Inc. to complete the parking lot site improvements at 125/127 University Avenue increasing the current contract amount of \$192,946.60 by \$85,000.00 for a total amount not-to-exceed of \$277,947.
Financial Implications: See report.
Contact: Liam Garland, Public Works, (510) 981-6300
Action: Adopted Resolution No. 70,274–N.S.
- 19. Contract No. 31900106 Amendment: Coastland Civil Engineering for On-Call Civil Engineering Services for the Sanitary Sewer Program**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 31900106 with Coastland Civil Engineering (Coastland) for On-Call Civil Engineering Services for the Sanitary Sewer Program, increasing the contract by \$500,000, for a total amount not to exceed \$1,400,000, and extending the term of the contract to June 30, 2023.
Financial Implications: See report.
Contact: Liam Garland, Public Works, (510) 981-6300
Action: Adopted Resolution No. 70,275–N.S.
- 20. Contract No. 31900094 Amendment: West Yost for On-Call Civil Engineering Services for the Sanitary Sewer Program**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 31900094 with West Yost Associates (West Yost) for On-Call Civil Engineering Services for the Sanitary Sewer Program, increasing the contract by \$500,000, for a total amount not to exceed \$1,200,000, and extending the term of the contract to June 30, 2023.
Financial Implications: See report.
Contact: Liam Garland, Public Works, (510) 981-6300
Action: Adopted Resolution No. 70,276–N.S.

Consent Calendar

- 21. Contract No. 090342-1 Amendment: Waste Management of Alameda County for Landfill Disposal Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend the City's existing Contract No. 090342-1 with Waste Management, Inc. of Alameda County for Landfill Disposal Services through December 31, 2026 by increasing the Not to Exceed amount from \$32,740,168 to \$45,545,780.
Financial Implications: See report.
Contact: Liam Garland, Public Works, (510) 981-6300
Action: Adopted Resolution No. 70,277–N.S.
- 22. Fiscal Year 2023 Street Lighting Assessments – Initiating Proceedings**
From: City Manager
Recommendation: Adopt two Resolutions describing proposed improvements to be used to determine the annual assessments levied for Berkeley Street Lighting Assessment District No. 1982-1 and Street Lighting Assessment District No. 2018, and order the preparation of Engineer's Reports.
Financial Implications: See report.
Contact: Liam Garland, Public Works, (510) 981-6300
Action: Adopted Resolution No. 70,278–N.S. (District No. 1982-1) and Resolution No. 70,279–N.S. (District No. 2018).
- 23. Vacancies on Commission on Disability**
From: Commission on Disability
Recommendation: Appoint new members to fill vacancies on the Commission on Disability from District 3, District 4, District 5, District 6, District 7, and Mayor Jesse Arreguin
Financial Implications: None
Contact: Dominika Bednarska, Commission Secretary, (510) 981-6300
Action: Approved recommendation.

Consent Calendar

24. Recommendation to Identify High Risk Safety Areas that are Exempt from State Imposed Housing Increases Due to Public Safety Considerations

From: Disaster and Fire Safety Commission

Recommendation: The Disaster and Fire Safety Commission (DFSC) recommends that the City Council define the location of those areas in Berkeley in which residents are at high risk due to public safety considerations and use this information to help guide the Housing Element process so that greater density and development in those areas is avoided to the extent reasonably possible. These areas include:

1. Fire Zones 2 and 3 with narrow (26 feet or less in width), winding streets, or those with “pinch-points” that do not allow emergency vehicle access and safe evacuation routes for residents in the event of a wildfire; and

2. Locations within the Alquist-Priolo (Hayward Fault) Earthquake Zone identified by the California Geological Survey; and

3. Locations within the Liquefaction or Landslide Zones identified by the California Geological Survey and areas associated with creeks, above and underground and subject to the impacts of Sea Level Rise. A. Establish a Priority: The DFSC requests that the identification process begin with items 1 and 2 listed above. State legislation mandating increased development in these areas is effective January 1, 2022, and the identification of the boundaries of areas where residents are at high risk in Berkeley should be completed prior to that date. Item 3 is also important, but as a practical matter, it may take longer to review. Therefore, completing identification may have to be done in steps over time. An additional consideration in giving priority at this time to areas affected by fire is that we are now in the “traditional” wildfire season with the clear statewide warning that today’s wildfires are both more frequent and intense and are being fueled by the State’s continued severe drought with no relief in the foreseeable future. B. Establish an Easy-to-Understand Map Format: The DFSC requests that the identification information presented be in an easy-to-understand map format that is available to the public and kept in an up-to-date format as the process progresses. This format should; within technical capability, clearly identify streets that are boundaries to the public safety areas. The California Geological Survey already maintains property-specific maps that address Items 1 and 2 above. The DFSC requests that the City produce similar maps for the other hazardous areas as they are identified. C. Need for Timely Action: The Council has recently taken action to indicate their intent to begin a process to complete the State required new Housing Element for the City’s General Plan. Establishing high-risk public safety areas is a foundational tool in the work that needs to be done to complete a new Housing Element. D. Provides an Opportunity to Inform the Public: Defining high-risk public safety zones not only informs residents about the nature of the risks but encourages individuals and groups to be part of the effort to reduce those risks.

Financial Implications: See report.

Contact: Keith May, Commission Secretary, (510) 981-3473

Action: Approved recommendation.

Consent Calendar

25. **Letter of Support for Budget Referral: South Sailing Basin Dredging**
From: Parks and Waterfront Commission
Recommendation: Send the attached Letter of Support for Budget Referral: South Sailing Basin Dredging to be added to the scope of the project for the study of dredging the main channel.
Financial Implications: See report.
Contact: Roger Miller, Commission Secretary, (510) 981-6700
Action: Approved recommendation.
26. **Letter of Support for Infrastructure Improvement Projects in the Berkeley Waterfront from the Parks, Recreation, and Waterfront Commission to State Senate Budget Chair Skinner and Assembly Budget Chair Ting**
From: Parks and Waterfront Commission
Recommendation: Send the attached Letter of Support for Infrastructure Improvement Projects in the Berkeley Waterfront from the Parks, Recreation, and Waterfront Commission to State Senate Budget Chair Skinner and Assembly Budget Chair Ting.
Financial Implications: See report.
Contact: Roger Miller, Commission Secretary, (510) 981-6700
Action: Approved recommendation.
27. **Berkeley Police: Improvements Needed to Manage Overtime and Security Work for Outside Entities**
From: Auditor
Recommendation: We recommend City Council request that the City Manager report back by September 29, 2022, and every six months thereafter, regarding the status of our audit recommendations until reported fully implemented by the Berkeley Police Department (BPD). They have agreed to our findings and recommendations. Please see our report for their complete response.
Financial Implications: None
Contact: Jenny Wong, Auditor, (510) 981-6750
Action: Moved to Action Calendar. M/S/C (Arreguin/Wengraf) to continue Item 27 to the April 12, 2022 meeting as the first Action Item.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Harrison, Hahn, Droste.
- Councilmember Harrison absent 10:02 p.m. – 10:33 p.m.

Council Consent Items

- 28. Support for AB-2053 (Social Housing Act)**
From: Councilmember Taplin (Author)
Recommendation: Send a letter in support of Assembly Bill 2053 to the state legislature.
Financial Implications: None
Contact: Terry Taplin, Councilmember, District 2, (510) 981-7120
Action: Approved recommendation.
- 29. Support for AB-2336**
From: Councilmember Taplin (Author), Councilmember Wengraf (Co-Sponsor), Mayor Arreguin (Co-Sponsor), Councilmember Robinson (Co-Sponsor)
Recommendation: Send a letter of support for Assembly Bill 2336: Speed Safety System Pilot Program.
Financial Implications: None
Contact: Terry Taplin, Councilmember, District 2, (510) 981-7120
Action: Approved recommendation.
- 30. Support for AB-2713**
From: Councilmember Taplin (Author), Councilmember Bartlett (Co-Sponsor)
Recommendation: Send a letter of Support for Assembly Bill 2713: Rent caps
Financial Implications: None
Contact: Terry Taplin, Councilmember, District 2, (510) 981-7120
Action: Councilmember Harrison added as a co-sponsor. Approved recommendation.
- 31. Budget Referral: West Berkeley Transportation Plan**
From: Councilmember Taplin (Author)
Recommendation: That the City Council refer \$300,000 to the FY23-24 budget process for the hiring of a consultant to conduct a study and draft a comprehensive plan for transportation in West Berkeley through 2050.
Financial Implications: \$300,000
Contact: Terry Taplin, Councilmember, District 2, (510) 981-7120
Action: Approved recommendation.

Council Consent Items

32. **Budget Referral: Berkeley Reparations – Funding for a Consultant to Facilitate Community Process to Design and Implement a Local Reparations Plan**
From: Councilmember Bartlett (Author), Councilmember Hahn (Co-Sponsor), Councilmember Taplin (Co-Sponsor), Mayor Arreguin (Co-Sponsor)

Recommendation: Refer to the Fiscal Year 2022/2023 Budget Process, an allocation of \$350,000 to fund a Consultant to develop policy recommendations for reparations in Berkeley. These recommendations will address the economic injury and intergenerational trauma experienced by Berkeley’s descendants of slavery and the ongoing harm caused to all African Americans by systems that uphold the legacy of segregation. The Consultant will design a process to develop short, medium, and long-term recommendations for reparation policies in Berkeley designed to promote the creation of generational wealth and boost economic mobility, and opportunity in Berkeley’s African American community. 1. Inform. The Consultant should hold a series of educational events, truth-telling symposiums, sessions, and community gatherings on Berkeley’s history. The Consultant should engage a myriad of Berkeley stakeholders, including residents who have experienced harm with economists and historians to provide context. Subject matter experts will employ financial and historical data to illuminate the generational wealth gap, describe barriers to economic mobility, and detail the systemic racism against Berkeley’s African American community. 2. Interact. The Consultant should aim to foster an interactive dialogue centered on the community’s historical experiences and legacy of racism. These group settings should be between persons of diverse vantage points and opinions. The Consultant’s facilitation of these emotive conversations should aspire to enable learning and deep listening, connection, and ultimately trust, healing, and the desire to repair the community. 3. Recommend. Draw from the community dialogues to issue short, medium, and long-term recommendations, for reparations policies. The policy recommendations should focus on creating significant, sustainable progress towards repairing the damage caused by public and private systemic racism; and mitigate racial disparities in wealth, education, employment, homeownership, health, criminal justice, and more. The recommendations should include a portfolio of policies aligned under the following framework: i. Reckoning ii. Acknowledgment iii. Accountability iv. Redress

Financial Implications: See report.

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

Action: Approved recommendation.

Council Consent Items

- 33. Supporting Ranked Choice Voting -- Opposing AB 2808 (O'Donnell)**
From: Councilmember Hahn (Author), Mayor Arreguin (Author), Councilmember Robinson (Author)
Recommendation: Adopt a resolution opposing AB 2808 (O'Donnell), which would ban rank choice voting in California, including in those charter cities where the system is already in use. Send a letter to the bill author stating opposition. Send a copy of the Resolution to Assemblymember Buffy Wicks, State Senator Nancy Skinner, and Governor Gavin Newsom.
Financial Implications: None
Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150
Action: Adopted Resolution No. 70,280–N.S.
- 34. Support for AB 1755 (Levine)**
From: Councilmember Wengraf (Author), Councilmember Harrison (Co-Sponsor), Councilmember Hahn (Co-Sponsor)
Recommendation: Adopt a Resolution in Support of AB-1755: Homeowners Insurance: Home Hardening (Levine). AB-1755 will require, beginning in 2025, an insurance provider licensed in California to issue an insurance policy to a homeowner that has taken science-based actions to harden their property from wildfire risk. This legislation would also create the Wildfire Protection Grant Program under the Department of Insurance that would administer grants to residential property owners of up to \$10,000 to help pay for costs associated with home hardening and wildfire mitigation improvements. Send copies of the Resolution to Assembly Member Levine, Assembly Member Wicks, Senator Skinner, Governor Newsom and Insurance Commissioner Lara.
Financial Implications: None
Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160
Action: Adopted Resolution No. 70,281–N.S.
- 35. Support for AB-1594 Firearms: Civil Suits**
From: Councilmember Wengraf (Author), Councilmember Taplin (Co-Sponsor), Councilmember Bartlett (Co-Sponsor), Councilmember Hahn (Co-Sponsor)
Recommendation: Adopt a Resolution in support of AB-1594 (Assembly Member Ting) which would allow gun manufacturers to be sued for creating a public nuisance if their failure to follow federal, state or local law caused injury or death or if the gun industry member engaged in unfair business practices.
Send the Resolution to Assembly Members Ting, Gipson, Ward and Wicks along with Senator Skinner and Governor Newsom.
Financial Implications: None
Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160
Action: Adopted Resolution No. 70,282–N.S.

Council Consent Items

- 36. 2022 Virtual Holocaust Remembrance Day Program: Relinquishment of Council Office Budget Funds from General Funds and Grant of Such Funds**
From: Councilmember Wengraf (Author), Councilmember Hahn (Author), Councilmember Bartlett (Co-Sponsor), Mayor Arreguin (Co-Sponsor)
Recommendation: Adopt a Resolution approving the expenditure of an amount not to exceed \$500 per Councilmember, including \$500 each from Councilmember Wengraf and Councilmember Hahn to support the City's Annual Holocaust Remembrance Day program with funds relinquished to the City's general fund. The relinquishment of funds from Councilmember Wengraf's, Hahn's, Bartlett's, and Mayor Arreguin's discretionary Council Office Budgets and all other Councilmembers who would like to contribute, allows the City of Berkeley to invite the community to the City's 19th Annual Holocaust Remembrance Day virtual program, created by the community with City Council support. In light of the vulnerability of many of the attendees, and the continuing threat of the COVID pandemic, this year's program will be held virtually on April 28, 2022.
Financial Implications: See report.
 Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160
Action: Adopted Resolution No. 70,283–N.S. revised to include contributions from the following Councilmembers up to the amounts listed: Mayor Arreguin - \$500; Councilmember Taplin - \$500; Councilmember Harrison - \$250; Councilmember Robinson - \$100; Councilmember Bartlett - \$250; Councilmember Kesarwani - \$200.
- 37. Budget Referral: Telegraph-Channing Garage Elevator Repairs**
From: Councilmember Robinson (Author), Councilmember Hahn (Co-Sponsor)
Recommendation: Refer \$3.6M to the June 2022 budget process for urgent repairs to the Telegraph-Channing Garage elevators. Additionally, refer to the City Manager to pursue all available funding opportunities for this project, including American Rescue Plan Act funds.
Financial Implications: See report.
 Contact: Rigel Robinson, Councilmember, District 7, (510) 981-7170
Action: Approved recommendation as revised Supplemental Communications Packet #1 by Councilmember Robinson.

Action Calendar – New Business

- 38. Berkeley Economic Dashboards Update**
From: City Manager
 Contact: Eleanor Hollander, Economic Development, (510) 981-7530
Action: 2 speakers. Presentation made and discussion held.

Action Calendar – Public Hearings

39. Referral Response: Research and Development (R&D) Definition

From: City Manager

Recommendation: Conduct a public hearing and, upon conclusion, adopt the first reading of a Zoning Ordinance amendment that modifies the land use definition of Research and Development (R&D) [Berkeley Municipal Code (BMC) Division 5: Glossary – Defined Terms 23.502.020].

Financial Implications: None

Contact: Jordan Klein, Planning and Development, (510) 981-7400

Public Testimony: The Mayor opened the public hearing. 7 speakers.

M/S/C (Arreguin/Robinson) to close the public hearing.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Hahn, Droste.

Councilmember Hahn absent 9:42 p.m. – 10:33 p.m.

Action: M/S/C (Wengraf/Arreguin) to adopt first reading of Ordinance No. 7,805–N.S. amended to read as noted below. Second reading scheduled for April 12, 2022.

Research and Development: An establishment engaged in the following activities: 1) industrial, biological or scientific research; and/or 2) product or process design, development, prototyping, or testing. This may include labs, offices, warehousing, and light manufacturing functions as part of the overall Research and Development use.

Vote: Ayes – Kesarwani, Taplin, Bartlett, Harrison, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Hahn, Droste.

Action Calendar – Old Business

40. Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code *(Continued from January 25, 2022. Item contains supplemental materials.)*

From: City Manager

Recommendation: Adopt a Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code.

Financial Implications: None

Contact: Jennifer Louis, Police, (510) 981-5900, LaTanya Bellow, City Manager's Office, (510) 981-7000

Action: Moved to Consent Calendar. Item 40 continued to April 26, 2022.

Information Reports

41. **FY 2022 First Quarter Investment Report: Ended September 30, 2021**
From: City Manager
Contact: Henry Oyekanmi, Finance, (510) 981-7300
Action: Received and filed.

Public Comment – Items Not Listed on the Agenda - 0 speakers.

Adjournment

Action: M/S/C (Arreguin/Wengraf) to adjourn the meeting.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Wengraf, Robinson, Arreguin; Noes – None;
Abstain – None; Absent – Harrison, Hahn, Droste.

Adjourned at 10:33 p.m.

I hereby certify that the foregoing is a true and correct record of the regular session meeting held on March 22, 2022.

Mark Numainville
City Clerk

Communications

Item #27: Berkeley Police: Improvements Needed to Manage Overtime and Security Work for Outside Entities

1. Aimee Baldwin

Item #40: Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code

2. Jennifer Head

Street Paving Adding \$9,000,000 to General Fund

3. Alex Benn
4. David Lerman

UC Berkeley – Student Housing

5. Rachel Doughty
6. Margot Smith
7. Mary Zernicke

Hopkins Corridor

8. Susan Schwartz

Support the Plastic Bag Ordinance

9. Sofia Pavlova
10. Peter DiMaria

Keeping Berkeley Residents Housed

11. Drew Finke
12. Negeene Mosaed
13. Elana Auerbach
14. cooperlb@

Grocery vs Market Berkeley Redlines

15. Aimee Baldwin

Amending His Brown Act Complaint

16. Thomas Lord

Tenants Opportunity to Purchase Act (TOPA)

17. Kiran Shenoy, on behalf of the Bridge Association of Realtors
18. Erin Markham
19. Eduardo Madrigal

Covid Dashboard

20. Thomas Lord (2)
21. Councilmember Harrison

Berkeley Drop-In Center and the Berkeley Police Department

22. Boona Cheema
23. Diana Bohn
24. Katrina Killian
25. Interim Police Chief Louis

Community Policing: Flex Team for Problem-Oriented Policing

26. Josh Buswell-Charkow
27. Minda Berbeco
28. Jane Ellis
29. Jennifer Head
30. John Caner, on behalf of the Downtown Berkeley Association

Legal Protection for My Daughter Who Was Abused

31. Mandisa Leacheman

Ongoing Violations of ADA and IDEA

32. Gail Burke

Emergency Greenhouse Gas (GHA) Limits Ordinance

33. Nilang Gor, on behalf of Sierra Club SF Bay Sustainable Food & Agriculture Committee

Parking Garage at 2215 4th Street

34. Jack Litewka (3)
35. Anne Burns

Masks – Covid - Vaccinations

36. Val Cipollone
37. David Freeling
38. George Torgun

BART Redistricting 2022

39. April Quintanilla

East Bay Community Energy Finance, Administration, Procurement

40. East Bay Community Energy

Supplemental Communications and Reports 1

Presentation by the Anti-Eviction Mapping Project

41. Executive Summary, submitted by the Anti-Eviction Mapping Project
42. Presentation, submitted by the Anti-Eviction Mapping Project
43. Report, submitted by the Anti-Eviction Mapping Project

Item #37: Budget Referral: Telegraph-Channing Garage Elevator Repairs

44. Revised material, submitted by Councilmember Robinson

Item #39: Referral Response: Research and Development (R&D) Definition

45. Marco Lobba, on behalf of Catena Biosciences

Supplemental Communications and Reports 2

Presentation by the Anti-Eviction Mapping Project

46. Thomas Lord

Presentation on Seismic Retrofits for Civic Center Buildings

47. John Caner, on behalf of the Community for A Cultural Civic Center

Item 27: Berkeley Police: Improvements Needed to Manage Overtime and Security Work for Outside Entities

48. Presentation, submitted by the Auditor

Item #37: Budget Referral: Telegraph-Channing Garage Elevator Repairs

49. Dandy Harris
50. Erik Biggleston, on behalf of Games of Berkeley
51. Bonnie Gold

Item #39: Referral Response: Research and Development (R&D) Definition

52. Katie Sharp, on behalf of Activate-Berkeley

53. Chris Barlow, on behalf of Wareham Development

Supplemental Communications and Reports 3

Presentation by the Anti-Eviction Mapping Project

54. Alexandra Lacey

55. Sophia DeWitt

56. Sarah Scruggs, on behalf of Northern California Land Trust

Item #24: Recommendation to Identify High Risk Safety Areas that are Exempt from State Imposed Housing Increases Due to Public Safety Considerations

57. Kelly Hammargren

Item #25: Letter of Support for Budget Referral: South Sailing Basin Dredging

58. Warren Wallace, on behalf of Odyssey Open Water Swimming

Item #32: Budget Referral: Berkeley Reparations – Funding for a Consultant to Facilitate Community Process to Design and Implement a Local Reparations Plan

59. Margot Smith

Item #38: Berkeley Economic Dashboards Update

60. Presentation, submitted by the Office of Economic Development

Item #39: Referral Response: Research and Development (R&D) Definition

61. Presentation, submitted by Land Use Planning

62. Wesley Jackson

Miscellaneous

Karen Chapelle

63. Margot Smith



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Peter Radu, Assistant to the City Manager
 Subject: Acceptance of Funding from University of California, Berkeley for Operations of the Rodeway Inn

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to accept a \$2,200,000 donation from the University of California, Berkeley to support 6 months of operations at the Rodeway Inn intended for the noncongregate sheltering of people experiencing homelessness at People's Park.

FISCAL IMPACTS OF RECOMMENDATION

Approving this recommendation will result in \$2,200,000 in funding being deposited and expensed from the One-Time Grant: No Capital Expenditures Fund (Fund 336). These funds will be expended solely on the lease and the contract with Abode Services (both of which are before the Council on the April 26, 2022 agenda) to operate an interim non-congregate shelter program at the Rodeway Inn. These funds will be appropriated as part of the Second Amendment to the FY 2022 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

On December 29, staff partnered with the University of California, Berkeley to submit an application to the State of California's Encampment Resolution Funding grant program for \$4.7M to operate the Rodeway Inn as a noncongregate interim shelter option for one year for individuals currently living in People's Park. In the grant application, the City and University offered local match funds to extend the operations at the Rodeway to 18 months, which provides more time to appropriately serve and rehouse those individuals who utilize the program. To accomplish this, the University has offered to cover the increase in cost for operating 43 rooms for an additional 6 months with a donation of \$2,200,000 for this purpose.

BACKGROUND

On December 29, 2021, City staff partnered with the University of California, Berkeley to submit an application to the State of California's Encampment Resolution Funding grant for \$4.7M to cover 1 year of operations at the Rodeway to serve the people currently living without shelter in People's Park. In February 2022, the City was awarded this

entire amount in ERF funds, and on March 8, the Council authorized the acceptance of the Encampment Resolution Funding grant funds.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental nor climate impacts associated with this recommendation.

RATIONALE FOR RECOMMENDATION

Supporting homeless people living in People's Park and elsewhere by providing them rooms at the Rodeway Inn as well as services to help transition to permanent housing will be possible through accepting this donation.

ALTERNATIVE ACTIONS CONSIDERED

Alternate city funding to operate the Rodeway for 6 months could be considered.

CONTACT PERSON

Peter Radu, Assistant to the City Manager, 510 981-7045

Attachments:

1: Resolution

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

ACCEPTING FUNDING FROM THE UNIVERSITY OF
CALIFORNIA, BERKELEY FOR OPERATING INTERIM SHELTER
AT THE RODEWAY INN

WHEREAS, on October 29, 2021, the State of California released a Request for Applications for the Encampment Resolution Funding (ERF) Program, a Statewide, competitive \$47.5M funding opportunity to further the State's understanding of best practices to compassionately resolve encampments by assisting their residents into safe and stable pathways to housing; and

WHEREAS, on December 14, 2021, the City Council affirmed its support of the development of People's Park into affordable housing, including permanent supportive housing for people experiencing homelessness, by unanimously voting to commit \$14.4M in funding to help close the financing at this development; and

WHEREAS, on December 29, 2021, staff partnered with the University of California, Berkeley to submit a grant application to the ERF requesting \$4,708,015 to fund an interim housing program at the Rodeway Inn on University Avenue in Berkeley; and

WHEREAS, staff propose the use of the Rodeway Inn, which is currently being used by Alameda County as interim housing for people experiencing homelessness, as noncongregate interim housing for those individuals currently residing in encampments in People's Park, in anticipation of the development of the site into affordable and student housing; and

WHEREAS, the City Manager was notified early, on February 24, 2022 that the City's ERF application will be funded at the full amount, supporting one year of operations and services for the shelter program at the Rodeway; and

WHEREAS, the City's ERF grant promised a local funding match that would be sufficient to extend the program at the Rodeway from one year to 18 months, at a cost differential of \$2,200,000; and

WHEREAS, the University of California, Berkeley has offered to fund this cost differential in full.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to accept and receive a donation from the University of California, Berkeley, for an amount of \$2,200,000.

BE IT FURTHER RESOLVED that these funds are to be spent solely for the purpose of extending the services contract with Abode Services and the lease with the owners of the Rodeway Inn for 6 months, to a total of 18 months for both.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Peter Radu, Assistant to the City Manager
 Subject: Contract: Abode Services to operate interim housing at the Rodeway Inn

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract with Abode Services to operate an interim housing program at the Rodeway Inn (1461 University Ave.) in an amount not to exceed \$3,993,397 for the period of May 1, 2022 to October 31, 2023.

FISCAL IMPACTS OF RECOMMENDATION

If approved, this resolution will result in an expenditure contract with Abode Services for an amount not to exceed \$3,993,397 for 18 months of program operations through Oct 31, 2023. This contract will be funded by the Encampment Resolution Fund grant, accepted by Council on March 8, 2022, as well as a proposed donation of \$2.2 million from the University of California, Berkeley (the acceptance of which is also recommended on the April 26, 2022 Council agenda). These funds will be deposited and expensed from the One-Time: No Capital Expenditures Fund and will be appropriated as part of the Second Amendment to the FY 2022 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

In an effort to create a much-needed increase in the supply of affordable student housing and affordable housing to people experiencing homelessness, the City Council committed \$14.4M in City funding, and authorized staff to apply for up to \$20M more in State funding, to support the development at People's Park. In order for development on the student housing portion of the site, the unsheltered individuals who currently call the Park home will need to be assisted indoors, into places of greater safety, stability, and dignity.

Given the tremendous success of the Project Roomkey model, which during the height of the pandemic provided noncongregate, interim housing at leased hotels and motels for COVID-positive and COVID-vulnerable individuals and has successfully rehoused over 1,000 people across Alameda County, the City of Berkeley and University of California jointly applied to the State of California's Encampment Resolution Funding (ERF) grant opportunity in December 2021, requesting \$4.7M to operate 43 rooms at

the Rodeway Inn for people currently living at the Park. The City was awarded the full amount of this grant in February, and has since secured a partnership with the Rodeway Inn and a donation from the University of California, Berkeley to operate the Rodeway for 18 months.

The Rodeway Inn is currently leased by Alameda County to provide Project Roomkey sheltering. Abode Services is the contracted service provider. The City has secured the support of the County to close their program by the end of April, and transition the building through a new lease to the City beginning May 1. A lease ordinance for this project is also before the Council on the April 26, 2022 agenda. The Alameda County Coordinated Entry System (CES) has allocated Emergency Housing Vouchers, deep permanent housing subsidies made available through the American Rescue Plan, to rehouse the majority of people currently living at the Rodeway. The remaining people will be housed through permanent supportive housing placements ensuring a smooth transition from County to City.

Staff propose to continue the services that Abode is currently providing at the Rodeway for the cohort currently living at People's Park, and is recommending that the Council authorize the City Manager to contract with Abode Services for this purpose. The proposed contract with Abode Services would be for \$3.99M over 18 months and would cover an array of services including supportive housing navigation, housing search assistance and flexible funding to support moving and move-in expenses; 3 meals a day; transportation assistance; and intensive case management that would help link individuals to a variety of other needed services. The City's Homeless Response Team will partner with the University's Homeless Outreach Coordinator to perform extensive outreach to the people living in People's Park and will coordinate and facilitate referrals with Abode to support Rodeway enrollments. The City and Alameda County will partner to provide as many housing and supportive services resources as possible (given various Federal and State regulations) to the cohort at the Rodeway, with the goal of ensuring that everyone at the Park is ultimately transitioned to a permanent home.

If approved, the contract with Abode Services would begin on May 1, 2022 and extend through Oct 31, 2023. Funding for the contract would come from the Encampment Resolution Fund grant as well as a donation from the University of California, Berkeley, the acceptance of which is before the Council on the April 26, 2022 agenda.

BACKGROUND

On December 14, 2021, the City Council committed \$14.4M in State, local, and Federal funding, and authorized the City Manager to apply for up to \$20M more in No Place Like Home funding, to help close financing on the permanent supportive housing at People's Park. In December 2021, City staff applied for just over \$4.7M in State of California Encampment Resolution Funding (ERF) grant funds to operate the Rodeway Inn as the primary interim housing option for people living in People's Park, and during the application process secured a letter of support from Alameda County to transition the

current Project Roomkey interim housing program from the County to the City, as well as a working partnership (subject to Council approval) with Abode Services to continue service provision at the site.

In February 2022, the City was awarded the full amount of its ERF grant application. On March 8, the Council authorized the acceptance of the Encampment Resolution Funding grant funds.

ENVIRONMENTAL SUSTAINABILITY

Helping unhoused people currently living at People's Park transition into interim and permanent housing placement will minimize the detrimental environmental impacts associated with encampment homelessness over the long run, including vector and fire hazards, accumulation of trash and waste, and impacts on sensitive waterways.

RATIONALE FOR RECOMMENDATION

Abode is an experienced noncongregate shelter provider, having contracted with the County since the beginning of the pandemic to provide a full array of services at 7 Project Roomkey sites across Alameda County, successfully rehousing over 1400 vulnerable people experiencing homelessness during that time.

ALTERNATIVE ACTIONS CONSIDERED

Staff considered circulating a competitive solicitation (request for proposals, or RFP) for the services at the Rodeway, but determined that this would not be feasible nor would it be in the City's best interest to do so. Specifically, this is because Abode Services is the current service provider at the Rodeway, meaning they are familiar with the property, have a working services model already in place, and have vast experience in Berkeley and Alameda County operating noncongregate interim housing under Project Roomkey. All of this, on top of the time-sensitive nature of the project, means that there would have been no truly competitive process to be had, rendering an RFP moot.

CONTACT PERSON

Peter Radu, Assistant to the City Manager, 510-981-7045.

Attachments:
1: Resolution

RESOLUTION NO. XX,XXX N.S.

AUTHORIZING A CONTRACT WITH ABODE SERVICES TO OPERATE INTERM HOUSING AT THE RODEWAY INN FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$3,993,397 FOR THE PERIOD MAY 1, 2022 TO OCTOBER 31, 2023.

WHEREAS, the severe lack of housing affordable to University students, as well as people who are experiencing homelessness or insecurely housed, is contributing to an acute housing shortage that is worsening the rates of homelessness in Berkeley; and

WHEREAS, to help address this shortage, the City Council committed on December 14, 2021 to contribute \$14.4M in City funding, and apply for up to \$20M more in State funding, to close the financing for a permanent supportive housing development for people experiencing homelessness at People's Park; and

WHEREAS, People's Park is currently home to a large encampment of unsheltered individuals who will need to be assisted indoors into realistic, safe, and dignified interim and permanent housing options in order for development of this new housing project at the Park to begin; and

WHEREAS, Alameda County currently partners with Abode Services to operate a Project Roomkey interim housing program for vulnerable unsheltered people at the Rodeway Inn, a motel on University Avenue in West Berkeley; and

WHEREAS, the City partnered with the University of California, Berkeley to apply for \$4.7M in State of California Encampment Resolution Fund (ERF) grant funds to operate the Rodeway Inn as an intensive interim housing destination for the cohort currently living at People's Park; and

WHEREAS, as part of this ERF application, the City secured commitments from the County as well as Abode Services to transition the existing program model at the Rodeway to the City to serve and rehouse the cohort at People's Park; and

WHEREAS, the City was awarded the full amount of their ERF application in February, and Council authorized the acceptance of these funds on March 8, 2022; and

WHEREAS, Abode Services is an experienced and qualified provider of shelter and services to people experiencing homelessness, and is uniquely qualified to operate the Rodeway Inn, having partnered with Alameda County to operate 7 noncongregate interim housing projects at 7 Project Roomkey hotel sites Countywide, including the Rodeway Inn program, and has successfully rehoused over 1000 vulnerable individuals since March 2020 as part of this effort; and

April 26, 2022

WHEREAS, the City will partner the University of California, Berkeley to assist those living in the Park into the service-ich shelter program at the Rodeway Inn beginning May, 2022.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to enter into a contract and necessary amendments for the period May 1, 2022 through October 31, 2023 with Abode Services for operating a noncongregate interim housing program at the Rodeway Inn.

BE IT FURTHER RESOLVED that the contract amount will not exceed \$3,993,397 with a payment of \$650,566 to be advanced. Contract payments will be paid from Encampment Resolution Fund grant moneys and a donation from the University of California, Berkeley.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Peter Radu, Assistant to the City Manager
 Subject: Urgency Ordinance for Leasing the Real Property at 1461 University Avenue

RECOMMENDATION

Adopt an Urgency Ordinance to enter into a lease for the real property located at 1461 University Avenue, Berkeley for a term of 18 months.

FISCAL IMPACTS OF RECOMMENDATION

Total costs for this lease are not to exceed \$124 per room per night for 43 rooms, plus a \$2000 per room fund for damages payable upon lease termination, for a total \$3,005,270, which will be paid for using State of California Encampment Resolution Funding grant funds as well as funds from the University of California, Berkeley. These funds will be appropriated in the Second Amendment to the FY 2022 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

Pursuant to Article XIV of the City Charter, this urgency ordinance is needed for the “immediate preservation of the public peace, health or safety” in light of the current shelter crisis and planned affordable housing development at People’s Park. By adopting this agreement through an Urgency Ordinance, it will be possible to execute a lease with an effective date of May 1, 2022, thus allowing sufficient time to ensure those who are currently living in People’s Park have a safe, indoor destination when the Park closes for construction.

On March 8, 2022, the Council adopted a resolution authorizing the City Manager to contract with the State of California for just over \$4.7M in funding from the Encampment Resolution Funding grant program. Staff submitted an application to this grant opportunity in December 2021, proposing to use the funds, along with some funding provided by the University of California, Berkeley, to operate non-congregate interim housing at the Rodeway Inn for the cohort of individuals currently living in the encampment at People’s Park.

Since that time, staff have secured an agreement with the Rodeway Inn’s ownership to lease 43 rooms at the Rodeway for this purpose. The proposed lease, as specified in

Exhibit A attached to this report, covers 43 rooms at a flat price of \$124 per room per night, as well as a damage fund not to exceed \$2000/room payable at the end of the lease, for a total amount not to exceed \$3,005,270. This includes regular cleaning, linen service, and supplies to the rooms. Staff propose to contract with Abode Services to provide the social services component of the program and are bringing that to Council in a separate report. An agreement to receive funds from UC Berkeley is also being brought to Council in a separate report.

Increasing access to interim housing for persons experiencing homelessness is consistent with the City's strategic priorities.

BACKGROUND

In February 2022, the City was awarded just over \$4.7M in State of California Encampment Resolution Funding grant funds to operate the Rodeway Inn as the primary interim housing option for people living in People's Park. On March 8, the Council authorized the acceptance of the Encampment Resolution Funding grant funds.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental impacts associated with this lease. Providing noncongregate interim housing for those currently living in People's Park will reduce the likelihood that those individuals are displaced to other outdoor locations when construction begins at the Park, thus reducing the overall negative impact of encampments on Berkeley's environment and waterways.

RATIONALE FOR RECOMMENDATION

If adopted, this lease agreement will bring about the opportunity to shelter at least 42 individuals who are currently living in People's Park. The individuals living there need to be provided safe, low barrier interim housing options in order to secure the site for development of affordable student housing and affordable housing including permanent supportive housing for persons experiencing homelessness. Adopting the agreement by Urgency Ordinance is appropriate in light of the current shelter crisis and planned affordable housing development at People's Park. By adopting this agreement through an Urgency Ordinance, it will be possible to execute a lease with an effective date of May 1, 2022.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Peter Radu, Assistant to the City Manager, 510 981-7045

Attachments:

1: Ordinance

Exhibit A: Lease Agreement

ORDINANCE NO. X,XXX N.S.

URGENCY ORDINANCE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A LEASE AND ANY NECESSARY AMENDMENTS WITH SHREE JALASAI LODGING, LP, DBA RODEWAY INN, BERKELEY, FOR REAL PROPERTY LOCATED AT 1461 UNIVERSITY AVENUE, BERKELEY, CA.

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The City Council finds as follows:

- a. The City of Berkeley is facing a growing housing and homelessness crisis, in part exacerbated by the acute lack of affordable student housing and supportive housing for people experiencing homelessness; and
- b. To help address this crisis, on December 14, 2021, the City Council affirmed its support of the development of People's Park into affordable housing, including permanent supportive housing for people experiencing homelessness, by unanimously voting to commit \$14.4M in funding to help close the financing at this development; and
- c. Providing low-barrier, noncongregate interim housing options will be critical to end the unsheltered status and avoid the mere displacement of those currently living in People's Park to the surrounding communities of Berkeley; and
- d. On December 29, 2021, City staff partnered with the University of California, Berkeley to submit a grant application to the State of California, requesting \$4,708,015 in Encampment Resolution Funding (ERF) grant funds for one year of operations at the Rodeway Inn on University Avenue in Berkeley, which staff proposed as the primary interim housing option for those in the Park; and
- e. On February 24, 2022, the City learned that its ERF grant had been funded by the State in full; and
- f. The property owner, Shree Jalasai Lodging, LP, dba Rodeway Inn, Berkeley, has offered to lease 43 rooms at the property at 1461 University Avenue, Berkeley, at a rate of \$124 per room per night and \$2000 per room in damage funds, to the City for purposes of establishing a homeless shelter for 18 months.

Section 2. The City Manager or her designee is hereby authorized to enter into a lease and necessary amendments starting May 1, 2022 with Shree Jalasai Lodging, LP, dba Rodeway Inn, Berkeley for real property located at 1461 University Avenue on substantially the same terms as set forth in Exhibit A. The rent will be \$124 per room per night, including \$2000 per room in damage funds, and will be paid by State of California Encampment Resolution Funding grant funds and funds from the University of California, Berkeley.

Section 3. This Ordinance is adopted as an urgency ordinance pursuant to the Charter of the City of Berkeley, Article XIV, Section 93 and shall be effective immediately. The City Council finds and determines that the adoption of this Ordinance as an urgency ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Berkeley.

Section 4. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Old City Hall, 2134 Martin Luther King Jr. Way within fifteen calendar days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

CITY OF BERKELEY

EMERGENCY OCCUPANCY AGREEMENT

<u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT:</u> Rodeway Inn 1461 University Avenue, Berkeley, CA 94702
<u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:</u> 01-0973390
<u>TENANT:</u> City of Berkeley

File No:

Preamble **THIS OCCUPANCY AGREEMENT, made and entered into this ____ day of _____ 2022 by and between**

SHREE JALASAI LODGING, LP dba RODEWAY Inn, Berkeley

hereinafter called the Owner, without distinction as to number or gender, and the City of Berkeley, hereinafter called the City (“Occupancy Agreement”). This Occupancy Agreement is entered into for the purposes of providing interim housing for persons experiencing homelessness in Berkeley, California.

Owner is the record owner of or authorized party to grant such rights concerning certain real property defined as the Premises herein situated in the County of Alameda, State of California and has the authority to grant the rights contained herein this Occupancy Agreement to the City.

WITNESSETH

Description 1. The Owner hereby authorizes the City and the City hereby hires from the Owner those certain premises “AS IS” with appurtenances situated in the City of Berkeley, County of Alameda, State of California, and more particularly described as follows:

The Forty-Three (43) rooms (collectively, the “**Rooms**”) located at 1461 University Avenue, Berkeley, CA as outlined in red on the attached Exhibit A - Aerial Site Plan, consisting of one (1) page, dated June 14, 2020, said Exhibit A, hereby being incorporated into this Occupancy Agreement, and including all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities (collectively, the “**Premises**”). The City shall have exclusive access to and use of the Premises set forth in this Occupancy Agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions. During the Term, Owner shall not rent or allow occupancy of any room or facilities in the hotel.

Term; Early Termination 2. The term of this Occupancy Agreement shall commence on May 1, 2022, with the City taking physical occupancy on May 15, 2022, and continue for eighteen (18) months until October 31, 2023; however, at any time after the first twelve (12) months of the Term (any time after April 30, 2023), the City shall have the right to terminate this Occupancy Agreement at any time by giving written notice to the Owner at least sixty (60) days prior to the date when such termination shall become effective (the “**Term**”). If the City fails to move out by the end of the Term, additional

rent shall be paid and prorated on a 30-day month, based on the actual number of days the City occupies the Premises following the effective date of termination.

Rent and Invoicing

3. Rent payments shall be paid by the City, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THE DAILY ROOM RATE SHALL BE ONE HUNDRED TWENTY-FOUR AND 00/100 DOLLARS (\$124.00) PER GUEST ROOM ("RENT"), REGARDLESS OF WHETHER THE GUEST ROOM IS OCCUPIED OR NOT. OTHER THAN THE RENT AND PAYMENT FOR ROOM RESTORATION DESCRIBED BELOW, THE CITY SHALL NOT BE RESPONSIBLE FOR ANY OTHER PAYMENT TO OWNER.

Rent shall be paid to Owner at the address specified in Paragraph 4 or to such other address as the Owner may designate by a notice in writing.

Notices

4. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner: Shree Jalasai Lodging, LP
Jaydipsinh (Jay) Devdhara, Manager
547 35th Avenue
San Francisco, CA 94121
Phone No.: 415-812-0756
Hotel No.: 510-848-3840
Email: jraput86@gmail.com

To the City: City Manager's Office
City of Berkeley
2180 Milvia St, 5th Floor
Berkeley, CA 94704
Attn: Peter Radu
Phone No. (510) 981-7045
Email: pradu@cityofberkeley.info

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE PREMISES ADDRESS.

Rent warrants shall be made payable to:

Shree Jalasai Lodging, LP,

and mailed to: 1461 University Avenue
Berkeley, CA 94702
Attn: Jay Devdhara

Nothing herein contained shall preclude the giving of any such written notice by personal service so long as it is acknowledged in writing by the parties. The address to which notices and

correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

5. Parking spaces, upon commencement of the Term of the Occupancy Agreement, shall be unobstructed and completely accessible for City's use. Parking spaces shall be provided at no additional charge.

**Services,
Utilities, and
Supplies**

6. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions, such as utilities and supplies, including without limitation the following: electricity and gas for heating, ventilating, air-conditioning and gas and electric services as the City needs for its operations, sewer, trash disposal up to 3 yards per week, hot and cold water service, internet, linen and laundry service, housekeeping and janitorial service, including toiletries, not less than every 3 days.

All housekeeping/janitorial services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials as detailed in Exhibit C.

If Owner fails to provide the foregoing services or utilities, City may furnish the same and deduct the cost, plus City's administrative expenses, from the Rent.

**Repair and
Maintenance**

7. During the Term of this Occupancy Agreement, the Owner shall maintain the Premises in good repair and tenantable condition. With 24 hours' written notice given, Owner reserves the right to inspect any Room upon request. Owner warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any and all costs incurred to cause the Premises to comply with said Act shall be borne by Owner.

Assignment

8. The City shall have the right to assign this Occupancy Agreement.

**Quiet
Possession**

9. The Owner agrees that the City, while keeping and performing the covenants herein contained, shall at all times during the existence of this Occupancy Agreement, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the Owner or any person claiming under the Owner.

Destruction

10. If the Premises are totally destroyed by fire or other casualty, this Occupancy Agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the Premises unusable for the purpose intended, Owner shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to City of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, City, in either such event, at its option may terminate this Occupancy Agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the Rent due or to become due under this Occupancy Agreement and any other occupancy agreement between Owner and City.

In the event of any such destruction other than total, where the City has not terminated the Occupancy Agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said Premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the City

shall have the option to terminate this Occupancy Agreement or complete the repairs itself, deducting the cost thereof from the Rent due or to become due under this Occupancy Agreement and any other occupancy agreement between Owner and City.

It is understood and agreed that the City or its agent has the right to enter the destroyed or partially destroyed Premises no matter what the condition. At the City's request, the Owner shall immediately identify an appropriate route through the building to access the Premises. If the Owner cannot identify an appropriate access route, it is agreed that the City may use any and all means of access at its discretion in order to enter the Premises.

Subrogation Waived

11. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the Premises, Owner hereby waives the subrogation rights of the insurer, and releases the City from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

12. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
 Division of Labor Statistics and Research
 455 Golden Gate Avenue, 8th Floor
 San Francisco, California 94102
 Phone: (415) 703-4774
 Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices

13. During the Term of this Occupancy Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding City to implement such article.

Holding Over

14. In the event the City remains in possession of the Premises after the expiration of the Occupancy Agreement Term, or any extension or renewal thereof, this Occupancy Agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) day termination by the City and otherwise on the terms and conditions herein specified, so far as applicable. If the City fails to vacate the Premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the City occupies the Premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of Rooms occupied by the City following the effective date of termination.

Surrender of Possession

15. Upon termination or expiration of this Occupancy Agreement, the City will peacefully surrender to the Owner the Premises in good order, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which City has no control or for which Owner is responsible pursuant to this Occupancy Agreement. Notwithstanding the foregoing, City's obligation to restore the Premises shall be limited to and in accordance with paragraph 19.

Time of Essence, Binding upon Successors

16. Time is of the essence of this Occupancy Agreement, and the terms and provisions of this Occupancy Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

17. It is mutually understood and agreed that no alterations or variations of the terms of this Occupancy Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Hazardous Substance

18. City agrees that it will comply with all applicable laws existing during the Term of this Occupancy Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the City or the City incurs any liability during or after the Term of this Occupancy Agreement in connection with contamination which pre-existed the City's obligations and occupancy under this Occupancy Agreement or which were not caused by the City, Owner shall hold harmless, indemnify, and defend the City in connection therewith and shall be solely responsible as between City and Owner for all efforts and expenses thereto.

Restoration of Premises

19. Upon termination of this Occupancy Agreement, Owner agrees that the equipment installed by the City shall be and remain the property of the City, and City shall remove such property when vacating the Premises. At the end of the Term, the City will reimburse the Owner a Fee not to exceed \$2,000.00 per Room for the actual out-of-pocket costs to replacing any damaged furniture, flooring and/or hard goods, beds and/or soft goods in the Rooms and any required deep cleaning, including pest control and heat treatments. Subject to the \$2,000.00 per Room cap, City shall pay the amount due to Owner within thirty (30) days of City's receipt of Owner's proof of payment including actual costs for the goods, services and labor, which may include Owner's labor expenses, in order for the hotel to be able to transition back to operating at capacity once this Occupancy Agreement terminates. City's obligation to restore the Premises to its condition prior to taking occupancy, subject to the limits in paragraph 15, shall be limited to the terms of this paragraph 19. The Owner reserves the right not to repair/replace any damages caused maliciously or intentionally by the City or its program guests in excess of the \$2,000.00 per Room reimbursement cap. The City will include language in any program guest agreement paperwork stipulating that excessive damages caused to the Room may be grounds for discharge from the program.

Access

20. Owner shall permit City to access to those Rooms on the Premises that are not undergoing rehabilitation or repairs beginning on May 1, 2022, and all Rooms beginning May 15,

2022, to stage and prepare the Premises for occupants, or for any other purpose the City deems necessary.

Indemnification and Insurance

21. The City agrees to indemnify and hold harmless the Owner in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which Owner may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the City, its employees, or any person or persons acting under the direct control and authority of the City or its employees, in connection with the City's occupancy of the Premises under and during the Term of this Occupancy Agreement and agrees to repair or pay for any damage proximately caused by reason of the City's use of the Premises during the Term of this Occupancy Agreement, including fire damage caused by City occupants' sole negligence or arson, except to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the City is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the City's constitutional and statutory public responsibilities.

Owner agrees to indemnify and hold harmless the City in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which City may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the City's occupancy of the Premises under and during the Term of this Occupancy Agreement except to the extent that any such damages or expenses suffered by City are the result of City's sole negligence. Owner specifically waives any claim to special or consequential damages it may have against City, including but not limited to claims concerning business reputation. Owner's defense and indemnity obligations under this paragraph shall not be limited by the policy limits of any policy of insurance.

Owner shall maintain in force at all times such policies of insurance as specified in Exhibit B, and shall abide by all of the terms and conditions of Exhibit B, which are incorporated by reference as if set forth in full herein.

For the Term of this Occupancy Agreement, City shall self-insure or maintain, at its own expense, Comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single and aggregate limits for both bodily injury and property damage, personal injury, completed operations and products liability. City insures City's personal property located on or in the Premises.

Taxes

22. Owner is solely responsible for all tax liabilities, including property taxes.

Exclusive Use

23. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the Term of the City's occupancy of the Premises.

Occupancy of Premises

24. Owner and City understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of Rooms in exchange for access to or use of the Premises. Owner and City also understand that neither has entered into any contract with the occupants of the Rooms related to the use of the Premises within the meaning of California Civil Code section 1925. The occupants of the Rooms are not persons who hire any dwelling unit from Owner or City within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances that confer tenancy rights on the occupants.

Remedies

25. In the event of a breach by the Owner of any term or provision of this Occupancy Agreement, the City shall have the right to pursue all available remedies at law or equity,

including recovery of damages and specific performance of this Occupancy Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Owner of any of the provisions of this Occupancy Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Owner shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Occupancy Agreement, each party's rights and remedies under this Occupancy Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

Conflict of Interest

26. By executing this Occupancy Agreement, Owner certifies that it does not know of any fact which constitutes a violation of California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, and further agrees promptly to notify the City if it becomes aware of any such fact during the Term of this Occupancy Agreement.

HOTEL LABOR PROVISIONS

Employment

27. During the Term of this Occupancy Agreement, no employee shall be terminated except for just cause.

28. The Owner shall comply with all local, state and federal wage-and-hour and other employment standards laws covering employers in the hotel industry. The City shall have the right to audit the Owner for compliance with such wage-and-hour and other employment-standards laws.

Health & Safety

29. In the event a room is to be cleaned while it is occupied by a guest, Owner shall ensure that at least two employees are present to do so. Owner shall furthermore ensure that personnel or a manager are readily accessible to provide assistance while such occupied rooms are being cleaned, and shall follow any local law requiring the provision of "panic buttons" or emergency contact devices to employees.

30. In the event that an employee has a reasonable concern that an assignment does not conform to Exhibit C and thus places their health and safety at risk, the employee may refrain from performing the assignment. No employee shall suffer retaliation from doing so. Owner shall ensure employees have read, understood and follow all safety provisions in Exhibit C, which will be updated from time to time.

31. Owner will comply with the March 31, 2020 Alameda County Health Order Section 13(h) and take all necessary and reasonable steps to ensure employees are in compliance with the order as it applies to Essential Businesses. As future Health Orders have been or are released, Owner shall follow all applicable requirements. Owner shall take reasonable steps to ensure employees are able to remain at least six (6) feet apart from other hotel personnel and guests while they are performing their assigned work and during breaks, in addition to any other social distancing protocols required by state or local public health agencies. In no event shall any employee be required to work within six feet of, or in the same room as, an individual who is under quarantine or in isolation, or who has or is suspected to have COVID-19.

32. Owner will comply with all relevant CDC standards, as listed in Exhibit C of this Occupancy Agreement.

Enforcement

33. Employees shall be considered third-party beneficiaries of the requirements set forth in Paragraphs 27-33.

CITY OF BERKELEY PROVISIONS

34. City Non-Discrimination Ordinance. Owner hereby agrees to comply with the provisions of the Berkeley Municipal Code (“**B.M.C.**”), including without limitation Chapter 13.26, as amended from time to time. In the performance of its obligations under this Occupancy Agreement, Owner agrees as follows:

a. Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Owner shall permit City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the reasonable opinion of City, are necessary to monitor compliance with this non-discrimination provision. In addition, Owner shall fill out, in a timely fashion, forms supplied by City to monitor this non-discrimination provision.

35. Non-Discrimination Against Persons With Disabilities.

a. If Owner provides any aid, service or benefit to others on the City’s behalf, Owner shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Owner shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City, if applicable.

b. If Owner is or becomes a “public accommodation” as defined in Title III of the Americans with Disabilities Act of 1990, Owner shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Owner. All of Owner’s activities must be in accordance with these laws, ordinances, codes, and regulations, and Owner shall be solely responsible for complying therewith.

36. Conflict of Interest Prohibited.

a. In accordance with California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, neither Owner nor any employee, officer, director, partner or member of Owner, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a committee or commission member of City, who has directly or indirectly influenced the making of this Occupancy Agreement.

b. In accordance with California Government Code Section 1090 and the Political Reform Act, (Government Code Section 87100 et seq.,) no person who is a director, officer, partner, trustee, employee or consultant of Owner, or immediate family member of any of the preceding, shall make or participate in a decision made by City or any of its boards, commissions or committees, if it is reasonable foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or City, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).

Interpretation of this paragraph shall be governed by the definitions and provisions use in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, as amended from time to time.

37. Nuclear Free Berkeley. Owner agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

38. Oppressive States.

a. In accordance with Resolution No. 59,853-N.S., Owner certifies that it has no contractual relations with, and agrees during the Term of this Occupancy Agreement to forego contractual relations to provide personal services to, the following entities:

i. The governing regime in any Oppressive State.

ii. Any business or corporation organized under the authority of the governing regime of any Oppressive State.

iii. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Occupancy Agreement) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Occupancy Agreement, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed Oppressive States.

c. Owner's failure to comply with this paragraph 60 shall constitute a default of this Occupancy Agreement and Owner may terminate this Occupancy Agreement on five days' written notice to Owner. In the event that City terminates this Occupancy Agreement due to a default under this provision, City may deem Owner a non-responsible bidder for five (5) years from the date this Occupancy Agreement is terminated.

39. Berkeley Sanctuary City Ordinance. Owner hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Owner agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

a. "Data Broker" means either of the following: (1) The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies; (2) the aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include: (1) The City's computer-network health and performance tools; (2) Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

IN WITNESS WHEREOF, this Occupancy Agreement has been executed by the parties hereto as of the dates written below.

By _____

CITY:

CITY OF BERKELEY

Date _____

Approved as to Form

CITY ATTORNEY
By _____

Internal

JAYDIPSINH DEVDHARA,
Managing Member

Date _____

Date _____

OWNER:

SHREE JALASAI LODGING, LP

By _____

Exhibit A
Aerial Site Plan

This is an aerial site plan including all parking spaces contiguous to the subject hotel building.

https://earth.google.com/web/search/1461+University+Avenue,+Berkeley,+CA,+USA/@37.87052798,-122.28331165,29.73265671a,130.83737455d,35y,0.0000001h,44.99566261t,360r/data=CigiJgokCRE_M3UOQ70JAEbC2JKSD70JAGVEzhUqikV7AlbHGd7y7kV7A

Dated 06/14/2020



<https://earth.google.com/web/search/1461+University+Avenue,+Berkeley,+CA,+USA/@37.87032048,-122.28330065,30.80211199a,0d,88.22010856y,332.71991788h,99.18980124t,0r/data=CigiJgokCREM3UOQ70JAEbC2JKSD70JAGVEzhUqikV7AlbHGd7y7kV7AlhoKFJU5X3JbJpMcGVoejFhY2NGaTRkT3cQ>

Ag



Exhibit B

City of Berkeley Minimum Insurance Requirements

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000 (two million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds or certificate holder and shall provide primary coverage with respect to the City.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured or certificate holder form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below.

b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:

Department Name: City Manager

Department Address: 2180 Milvia Street, Berkeley, CA 94704

Exhibit C

Health and Safety Requirements for Housekeeping and Hotel Staff*

Sanitation of Rooms Between Guest Departure and Arrival

In addition to standard room cleaning procedures usually followed by the hotel provider between guest departures and arrivals, hotel staff will take the following additional cleaning measure for room cleaning between guests:

- All cleaning shall be performed in alignment with guidelines as set forth in the California State Department of Public Health and CalOSHA's publication, "COVID-19 INDUSTRY GUIDANCE: Hotels and Lodging", most recent release date of May 6, 2020 and all updates issued thereafter and incorporated as procedure herein.
- Personal protective equipment and training of housekeepers will be provided in alignment with guidelines available at: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>
- Owners shall ensure compliance with social distancing protocol as required and updated by the local health official and as first introduced in the 3/31/20 Alameda County Health Order Section 13(k).
- Owner shall ensure that employees are provided break rooms in compliance with social distancing protocols that avoid congregate settings.
- Owner shall ensure that employees are practicing social distancing while performing all functions.

Sanitation of Guest Rooms During Guest Stays

Owner will provide guests cleaning supplies at the beginning of their stay to maintain cleanliness of their own rooms, and informed of their responsibility to maintain cleanliness of their rooms. Hotel staff will not enter the guest rooms during guest stays. Any towels and linens that the guest would like to be laundered may be left outside their door every third day in single-use, sealed bags within an established laundry pickup schedule every 3 days, to be exchanged for a clean set of towels and linens.

*City reserves the right to modify these requirements as necessary to conform to any changes to rules, regulations, guidance or advice from public health officials.

-



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Peter Radu, Assistant to the City Manager
 Subject: Contract: Village of Love to Operate the Telegraph Neighborhood Sacred Rest Drop-In Center

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract with Village of Love to operate a daytime drop-in center for people experiencing homelessness, in an amount not to exceed \$250,000 for the term of June 1, 2022 to May 31, 2023.

FISCAL IMPACTS OF RECOMMENDATION

If approved, this resolution will result in an expenditure contract with Village of Love for an amount not to exceed \$250,000 for 12 months of program operations through May 31, 2023. This contract will be funded by the 2021 payment made by the University of California, Berkeley to the City pursuant to the 2021 UC Berkeley – City of Berkeley Settlement Agreement, as stipulated in the terms of the agreement. The City received the 2021 payment in the amount \$4.1 million in August 2021 and these funds including the \$250,000 for this contract were appropriated as part of the First Amendment to the FY 2022 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

In an effort to create a much-needed increase in the supply of affordable student housing and affordable housing to people experiencing homelessness, the City Council committed \$14.4M in City funding, and authorized staff to apply for up to \$20M more in State funding, to support the development at People's Park. In order for development on the student housing portion of the site, the unsheltered individuals who currently call the Park home will need to be provided an array of services to end their unsheltered status. Furthermore, the population of people experiencing homelessness in the greater Telegraph District/Southside neighborhood are less well served by existing City resources, than people living Downtown, and in South, and West Berkeley.

In May 2020, the University commissioned a study from the Goldman School of Public Policy to consult with individuals living in People's Park and receive recommendations and best practices that would best serve their transition out of homelessness. One idea that was given voice by these unhoused residents was a daytime drop-in center which would provide a safe place, outside of the encampment setting, for them to eat a snack,

wash up, use the restroom, access showers, store belongings, and consult with service providers who could help make referrals to existing services. This model—given voice directly by the people who will be invited to use it—will be supported by the University’s Homeless Outreach Coordinator as well as students and researchers from the Schools of Social Welfare and Public Health, and is an important component of the City and University’s joint effort to resolve the encampment at People’s Park by tailoring services to each individual’s unique needs and wants.

In January, the University secured a vote from the leadership of First Presbyterian Church of Berkeley to provide a vacant lot on Haste Street, owned by the Church, for the drop-in center. The University is providing the full cost of capital development at the site to construct the center. In March, the University announced that it had selected and awarded a grant to a social services provider, the Village of Love, to operate the drop-in center and provide services. The scope of work includes a drop-in center open M-F 9:30 am – 4:30 pm that provides snacks and water to participants, a full-time housing navigator, access to computers for housing and employment applications and other business, transportation assistance, storage lockers, and a mail program. The Village of Love will hold the lease with First Presbyterian Church for access to and use of the site.

The terms of the UC Berkeley – City of Berkeley Settlement Agreement require that the City commit from the 2021 annual payment “An amount determined through joint planning between the City and the University will be allocated to fund a day-time drop-in/service center in the Telegraph area for the unhoused population.” After joint consultation with City and University staff leadership, the City identified \$250,000 to operate the program for one year.

Staff are recommending that the Council forego a competitive bidding process (Request for Proposals) for this contract. Since the University has already identified a service provider, a leasing mechanism for the site, and is paying the full cost of the capital expenses associated with the development of the center—and since the City is required to jointly fund this effort pursuant to the Settlement Agreement—there is no competitive process to be had for this contract.

If approved, the contract with Village of Love will commence on June 1, 2022 and extend through May 31, 2023, with the option for the City Manager to extend the term at no cost if necessary. The University’s drop-in center plans are for a two-year lease and a two-year program; however, since the City has never contracted with Village of Love before, staff are recommending a one-year contract and funding commitment at this time, which enables the City to evaluate the agency’s performance before recommending an extension.

BACKGROUND

On July 27, 2021, the City and University executed the Joint Settlement Agreement which, among other things, commits the City to expending from the first annual payment “An amount determined through joint planning between the City and the University will be allocated to fund a day-time drop-in/service center in the Telegraph area for the unhoused population.”

On January 18, 2022, the leadership of the First Presbyterian Church of Berkeley unanimously approved providing access to a vacant lot on Haste Street owned by the Church for the purposes of the drop-in center. On March 2, 2022, the University awarded a \$500,000 contract to the Village of Love to provide services and operations for the drop-in center at this site.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental impacts associated with this report.

RATIONALE FOR RECOMMENDATION

There is an unmet need for services to transition unhoused residents out of People’s Park and into indoor settings, as well as to serve the unhoused in the greater Telegraph District/Southside neighborhood, and an agreement between the University and the City of Berkeley to allocate settlement agreement funds for a day-time drop-in/service center in the Telegraph area for the unhoused population

ALTERNATIVE ACTIONS CONSIDERED

None. Since the University has already identified a service provider, a leasing mechanism for the site, and is paying the full cost of the capital expenses associated with the development of the drop-in center—and since the City is required to jointly fund this effort pursuant to the Settlement Agreement—there is no competitive process to be had for this contract.

CONTACT PERSON

Peter Radu, Assistant to the City Manager, 510-981-7045.

Attachments:

1: Resolution

RESOLUTION NO. XX,XXX N.S.

AUTHORIZING A CONTRACT WITH VILLAGE OF LOVE TO OPERATE THE TELEGRAPH NEIGHBORHOOD SACRED REST DROP-IN CENTER FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$250,000 FOR THE PERIOD JUNE 1, 2022 TO MAY 31, 2023.

WHEREAS, the severe lack of housing affordable to University students, as well as people who are experiencing homelessness or insecurely housed, is contributing to an acute housing shortage that is worsening the rates of homelessness in Berkeley; and

WHEREAS, to help address this shortage, the City Council committed on December 14, 2021 to contribute \$14.4M in City funding, and apply for up to \$20M more in State funding, to close the financing for a permanent supportive housing development for people experiencing homelessness at People's Park; and

WHEREAS, People's Park is currently home to a large encampment of unsheltered individuals who will need to be provided an array of services to end their unsheltered status; and

WHEREAS, residents of People's Park were consulted by the University in 2020 to solicit their input as to the services they would require to serve their transition out of the Park, identifying a drop-in Center as a centerpiece program; and

WHEREAS, on January 18, 2022, Leadership at the First Presbyterian Church of Berkeley voted unanimously to grant access to and use of a vacant lot on Haste Street owned by the Church to the University for purposes of establishing a daytime drop-in center; and

WHEREAS, in July 2021, the City and University of California, Berkeley entered into the UC Berkeley – City of Berkeley Joint Settlement Agreement; and

WHEREAS, the first annual payment of the Settlement Agreement requires that an amount determined through joint planning between the City and the University be allocated to fund a day-time drop-in/service center in the Telegraph area for the unhoused population; and

WHEREAS, the University awarded a grant on March 2, 2022 to the Village of Love to provide services and operations for the drop-in center at this site.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to enter into a contract and necessary amendments including no-cost term extensions for the period June 1, 2022 to May 31, 2023 with Village of Love.

April 26, 2022

BE IT FURTHER RESOLVED that the contract amount will not exceed \$250,000. Contract payments will be paid from the 2021 Annual Payment of the UC Berkeley – City of Berkeley Settlement Agreement, pursuant to Section 3.5.3 of that Agreement, providing that the Village of Love provides all necessary contract documents and complies with the contracting process for community agency contracts.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Peter Radu, Assistant to the City Manager

Subject: Endorsement of the Alameda County Home Together 2026 Implementation Plan

RECOMMENDATION

Adopt a Resolution endorsing the Home Together 2026 Implementation Plan, a community-wide plan for Alameda County which lays out the goals, strategies and investments needed to dramatically reduce homelessness – and reduce racial disparities in the homeless population – by 2026.

FISCAL IMPACTS OF RECOMMENDATION

Approving this recommendation has no direct fiscal impacts. However, in order to be eligible for County passthrough funding for homelessness, including State of California Homeless Housing, Assistance, and Prevention (HHAP) funding, the County expects that Cities endorse this plan, meaning that there are indirect and downstream fiscal benefits to endorsing the plan.

CURRENT SITUATION AND ITS EFFECTS

On any given night in Alameda County, more than 8,000 people experience homelessness—and this figure almost doubles over the course of a year. These numbers, which are derived from the 2019 Point in Time (PIT) Count, have likely increased after the devastating economic impacts of COVID, and the County is in the process of compiling new PIT data after the February 23 count. Overall, Over the past decade, Alameda County and its cities have seen dramatic increases in homelessness, including a staggering 222% increase in unsheltered homelessness. There are also unacceptable racial disparities in who experiences homelessness—while only 11% of the County population identifies as Black, 47% of our homeless population does, more than four times the rate.

In 2021, the State passed AB 140, which included the largest single investment in homelessness (\$12B) in our history. This includes \$2B over the next two years in Round 3 of the Homeless Housing, Assistance and Prevention (HHAP) program, which provides direct local aid to Counties, Continuums of Care (CoCs), and the State's 13 Big Cities (populations over 300,000). To be eligible for this funding, local government recipients must submit Local Action Plans that prove how they will use the resources,

and how those uses will result in measurable impacts to reducing homelessness Statewide. Local plans that were completed in the past three years are eligible to meet this State planning requirement.

To this end, beginning in 2019, Alameda County, CoC and Cities collaborated with federal technical assistance providers to perform a detailed analysis of our homeless system data and meet extensively with people experiencing homelessness. The goal was to understand specifically what was needed to end homelessness, and what it would cost—and hear directly from the people with lived experience about what works and what doesn't. This effort resulted in the 2021 *Centering Racial Equity in Homeless System Design* report, which outlined the needs analysis in detail. The Home Together Plan is the County's blueprint for meeting the State's Local Action Plan requirement to draw down and leverage significant new State funding.

The Home Together Plan analyses show that without significant additional investments, our County's homeless population will continue to grow at an exponential rate. The plan specifies that we need 24,000 additional "housing pathways" – i.e., specific interventions to meet the varied needs of people on the streets, which include:

- \$430M for shelter - to add new shelter beds, removing barriers to existing beds (allowing pets or removing curfews, for example), and providing needed mental and behavioral health treatment access.
- \$1.68B for permanent housing – adding new units to our stock, and increasing spending to subsidize our existing stock.
- \$388M for prevention – to add resources to rapidly rehouse those who have recently fallen into homelessness and don't need significant supportive services, and to target homeless prevention assistance to those who are most likely to wind up on the streets.

The report also demonstrates that we need significant new investments and supports for the nonprofit and government staff who perform this work. The total cost to fully meet these needs, and significantly reduce homelessness, is \$2.5B over 5 years.

Thanks to a joint planning effort by the Board of Supervisors and the Alameda County Conference of Mayors, the Home Together plan includes a Framework for City-County Partnership on Resources to End Homelessness, which outlines how city projects will receive priority consideration for County funding under the Home Together Plan. Under this Framework, in order to be eligible for homelessness funding that originates or passes through Alameda County, a City homelessness program must demonstrate how it meets the measurable performance goals outlined in the Home Together Plan. Projects currently receiving County-administered funding that meet performance benchmarks will receive priority consideration (within applicable procurement guidelines) for future County administered funding, with the goal of preventing

disruptions in service. Similarly, if a City's direct allocation of State or Federal resources is one-time or discontinued, projects funded by such sources that meet performance benchmarks will also receive priority consideration to prevent service disruption and any reduction in systemwide capacity. If a program is not found to be eligible for funding or fails to meet performance benchmarks, the City and County work together on a transition plan for impacted participants. New projects are primarily the responsibility of city governments, with the County prioritizing those projects that can demonstrate how they meet performance targets.

The Home Together Plan is included as an Exhibit to this report. In order for jurisdictions like Berkeley to be eligible for County pass-through funding, the County expects that cities endorse the plan, to signal their commitment to prioritizing local investments in accordance with the plan. Staff therefore recommend that the Council endorse the plan.

BACKGROUND

In October 2019, the County initiated the Systems Modeling initiative, which leveraged federal Technical Assistance to perform a detailed analysis of our homeless system data, and conduct a series of in-depth interviews and focus groups with people experiencing homelessness, to determine the scope of the programs and resources that would be needed to significantly reduce homelessness and racial disparities in homelessness across Alameda County. In February 2021, this Modeling effort culminated in the release of the Alameda County CoC's *Centering Racial Equity in Homeless System Design Report*.

In July, 2021, the Governor signed AB 140, the State budget bill, which made \$2B in local homeless aid resources available to Counties, Continuums of Care (CoCs), and the State's 13 Big Cities (population of 300,000 or more). In December, 2021, the California Homeless Coordinating and Financing Council (HCFC) released a NOFA for the first \$1B tranche of this funding. The Alameda County CoC and Alameda County will submit a joint application for their formula-driven share of this funding stream, which over \$23.2M. The NOFA requires that applicants complete a Local Action Plan as part of their submission to the State, which details the scope of homelessness in the jurisdiction and the resources and programs available to address it, and sets performance goals for measurably reducing homelessness in the jurisdiction. The NOFA stipulates that a local analysis completed in the last three years can be submitted in place of the Local Action Plan, so long as the performance goals are also included. Jurisdictions that meet their performance goals are eligible to draw down on Bonus Funding. The plan must cover the entire CoC (in Alameda County, this includes all 14 cities and the unincorporated County), meaning that each jurisdiction must endorse it in order to be eligible to draw down any passthrough funding.

In May, 2021, a joint meeting of the Alameda County Board of Supervisors and Alameda County Conference of Mayors created a Technical Working Group of staff

from the County and the Cities of Berkeley, Fremont, Hayward, Livermore, and Oakland (i.e., cities from each major region of the County); the TWG was charged with finding ways to enhance the coordination of the County and its Cities in addressing homelessness, and specifically ways that funding sources could be braided to meet this goal. The TWG met regularly throughout 2021 and developed a Framework for City-County partnership on resources to end homelessness. The Framework, developed by the jurisdictions represented in the TWG, identifies how City homeless projects will be prioritized for County funding consideration. In a joint meeting of the Supervisors and the Mayors on February 24, this framework was unanimously approved and recommended for inclusion in the final Home Together Plan.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental nor climate impacts associated with this recommendation.

RATIONALE FOR RECOMMENDATION

In order to be eligible for State and County homeless funding, the City of Berkeley will need to endorse this plan. Because addressing homelessness and housing insecurity is a key strategic priority of the City Council, endorsing the Home Together Plan is a strategic action if the Council wishes to leverage outside funding sources to address this priority.

ALTERNATIVE ACTIONS CONSIDERED

The Council could identify local general fund sources for homelessness investments.

CONTACT PERSON

Peter Radu, Assistant to the City Manager, 510 981-7045

Attachments:

1: Resolution

Exhibit: Alameda County Home Together 2026 Implementation Plan

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

ENDORSEMENT OF THE ALAMEDA COUNTY HOME
TOGETHER 2026 IMPLEMENTATION PLAN

WHEREAS, the Home Together 2026 Implementation Plan (Home Together 2026) is a community-wide plan for Alameda County which lays out the goals, strategies, and investments needed to dramatically reduce homelessness by 2026 and reverse racial disparities in homelessness through fully centering equity; and

WHEREAS, on any given night over 8,000 people experience homelessness in Alameda County, a number that grows to approximately 15,000 people over the course of a year; and

WHEREAS, more than 90% of the households in Alameda County are adults without children, including nearly 10% who are between the ages of 18 and 24; and

WHEREAS, dramatic racial disparities exist in Alameda County as in the nation as a whole, and the homeless population does not reflect the demographics of the county; and

WHEREAS, in Alameda County, African Americans experience homelessness at more than four times their representation in the population (47% vs. 11%); and

WHEREAS, in Alameda County, Native Americans, multiracial people and Hawaiian Native/Pacific Islanders are all vastly overrepresented in homelessness, among those newly homeless and in the rates at which they return to homelessness even after getting into housing; and

WHEREAS, Home Together 2026 builds and is informed by existing local and regional plans, including the 2020 Centering Racial Equity in Homeless System Design report, All Home Regional Action Plan, and Plan Bay Area 2050; and

WHEREAS, Home Together 2026 is also responsive to requirements laid out in the California Comeback Plan necessary to receive critical State housing and health funding; and

WHEREAS, the homeless system modeling conducted in 2019-20 and updated in 2021 points to significant gaps in the current system in terms of both housing resources and program types; and

April 26, 2022

WHEREAS, only an estimated 36% of those experiencing homelessness can be supported by the current system's resources or are able to find housing or leave homelessness on their own; and

WHEREAS, without significant effort and investment including prevention, shelter expansion, increasing housing solutions, and strengthening the system's overall capacity, homelessness in Alameda County will continue to grow; and

WHEREAS, the total estimated cost of needed investments over the coming five years to fully meet the need is \$2.5 billion, including approximately \$430 million for additional shelter, \$1.68 billion for permanent housing such as dedicated affordable housing and permanent supportive housing, and \$388 million for prevention, rapid rehousing and shallow subsidies; and

WHEREAS, significant additional funding will be needed to meet these investment targets; and

WHEREAS, in order to receive future funding made available through the County, Cities must endorse the Home Together 2026 plan; and

WHEREAS, in February, 2019 the City Manager responded to the City Council's referral to create a 1000 Person Plan to significantly reduce and address homelessness in Berkeley, quantifying the local investments needed to drive homelessness in Berkeley to functional zero; and

WHEREAS, in July, 2021, the City Council adopted the All Home Regional Action Plan, thus aligning itself with the Home Together Plan's framework of investing in interim housing, permanent housing, and homeless prevention resources in proportions that are driven by local needs data.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Berkeley endorses the Home Together 2026 Implementation Plan.

Home Together 2026 Community Plan

A 5-year Strategic Framework
Centering Racial Equity to End Homelessness in Alameda County

DRAFT

Home Together 2026 Community Plan

A 5-year Strategic Framework
Centering Racial Equity to End Homelessness in Alameda County

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DRAFT

Executive Summary

This **Home Together 2026 Community Plan** (the Plan) lays out the goals, strategies and investments needed to dramatically reduce homelessness in Alameda County by 2026 and combat racial disparities in homelessness by fully centering equity. The Plan’s overarching goals and time frame align with [Alameda County’s Vision 2026](#), which holds as one of its primary objectives to “ensure the availability of diverse and affordable housing for all residents with the goal of eliminating homelessness in Alameda County.”

Alameda County

Alameda County is home to more than 1.6 million residents and includes 14 cities and six unincorporated communities. Nonprofit organizations, public entities, and a range of interested parties, including those with direct experience of homelessness, work together in a Continuum of Care (the Oakland-Berkeley-Alameda County Continuum of Care, or CoC) to seek new resources and coordinate housing and services funding for addressing homelessness. The CoC is led by a representative Leadership Board, supported by a number of committees and staffed by EveryOne Home.

The County’s Office of Homeless Care and Coordination, formed in early 2020 within the Health Care Services Agency, participates in CoC Leadership and coordinates with residents, providers, other County Agencies and local jurisdictions around strategic planning and service delivery. Cities across Alameda County participate in the CoC and dedicate local resources to funding, siting and supporting shelters, housing, and services within their communities. This Plan seeks to serve as a playbook for all of these parties working together, recognizing that each jurisdiction will need to make specific decisions regarding the resources under their authority. Specific annual action plans are developed for the county and for cities in conjunction with this framework.

Foundations for This Plan

This Plan builds upon many sources and efforts, particularly the 2020 [Centering Racial Equity in Homeless System Design](#) report (CRE) prepared by partners in the Continuum of Care and informed by a homelessness response system needs analysis and focus groups with persons of color who have experienced homelessness. The CRE process modeled what an optimal system to respond to all homelessness and reduce racial disparities would look like and what gaps need to be filled. The Plan is also responsive to requirements laid out in the California Comeback Plan to draw down key state housing and health funding. It is informed by and consistent with other local and regional efforts, including the [All Home Regional Action Plan](#), [Plan Bay Area 2050](#) and local city plans to address homelessness. Companion county and city-specific implementation plans that align with the Home Together 2026 Community Plan will speak to the specific roles of local jurisdictions in co-leading efforts to address homelessness, and the key roles of county agencies, community partners and specific resources.

The community of Alameda County adopts this plan and vision at a time when the future is uncertain. New resources received, both one-time and ongoing, provide the foundation for supporting this plan and its outcomes, but alone are not enough to realize its vision. The response to COVID-19 has shown that this community can pull together and work at speeds we have not seen before, a strong foundation to build from. However, we face continuing challenges including uncertainties from COVID-

19, unpredictable housing markets, future state, federal and local budgets, and a strained public and non-profit sector with significant capacity needs. All of these challenges require continuing the current level of unprecedented collaboration and coordination, building on the progress made to unify the community response and forge an aligned response system centered in racial equity.

Homelessness in Alameda County

On any given night over 8,000 people experience homelessness in Alameda County, a number that grows to approximately 15,000 people over the course of a year. More than 90% of homeless households in Alameda County are adults without minor children.

The homeless population does not reflect the demographics of the county. Dramatic racial disparities exist in Alameda County as in the nation, in which African Americans experience homelessness at more than four times their representation in the population (47% vs. 11%). Native Americans, multiracial people and Hawaiian Native/Pacific Islanders are also vastly overrepresented in homelessness, among those newly homeless, and in the rates at which they return to homelessness even after getting housing. These disparities call out the need to invest, both more and differently, in creating solutions that meet the needs of those overrepresented. Special populations such as transition age youth, veterans, older adults, survivors of intimate partner violence, people with behavioral health needs and people who have had involvement with the criminal justice system have additional risks and vulnerabilities leading to homelessness and require targeted resources and responses specific to their needs.

Homelessness Response System Needs Analysis

A systemwide needs analysis conducted in 2019-20 and updated in 2021 points to significant gaps in the current homelessness response system in the type and availability of housing resources to help people leave homelessness. Today, only an estimated 36% of those experiencing homelessness can be supported to end their homelessness with local resources or are able to find housing on their own. Each year, thousands of people remain homeless and new people who become homeless join them. Without significant effort and investment this trajectory will continue, and homelessness will continue to grow in Alameda County.

Importantly, focus groups with local stakeholders and people of color who have experienced homelessness and research on racial equity strategies informed the needs analysis. This expertise was used to develop the proposed new program models and pathways out of homelessness through new investments at every level. Housing investments needed to address the deep disparities include:

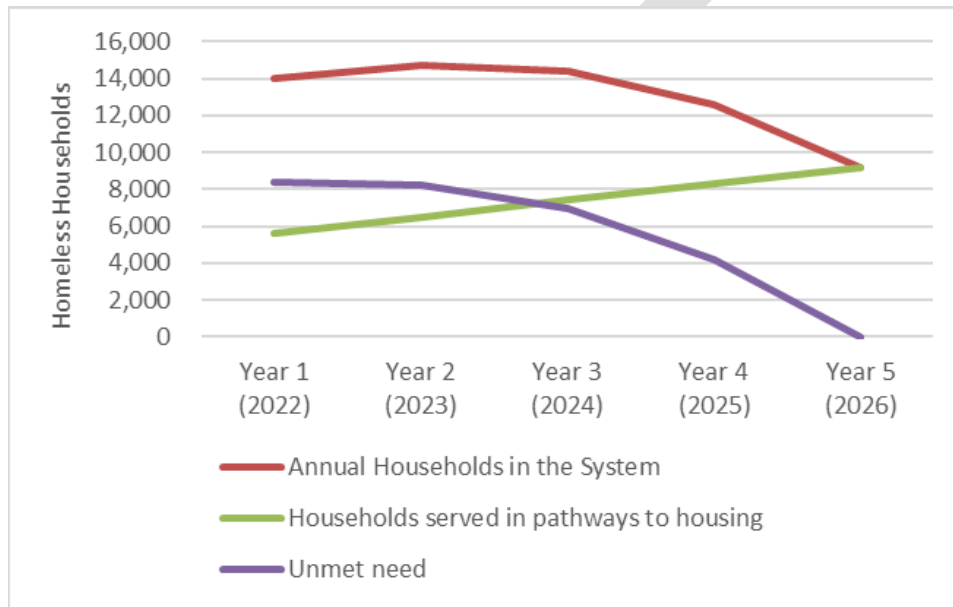
- Create significant additional affordable housing dedicated specifically for people experiencing homelessness
- Develop supportive housing for people who need increased supports, such as older and frail adults
- Grow the supply of transitional housing for youth
- Fund shallow and flexible rental assistance to fill gaps for people with limited incomes
- Expand current program models such as Rapid Rehousing and supportive housing¹
- Expand targeted behavioral health services throughout the system
- Improve and expand targeted homelessness prevention

¹ This Plan uses the term “supportive housing” to refer to all housing types that include ongoing subsidy and continuously available services, often referred to as “permanent supportive housing” or “PSH” in other contexts.

The 2021 update to the analysis explored different scenarios related to anticipated new homelessness and levels of investment to determine what will be required to fill significant system gaps. The scenario selected for this Plan seeks to reduce new entries to homelessness by prevention when possible, and to create a more robust response system with enough housing resources at the end of five years to provide a pathway out of homelessness to every person who does enter the homelessness response system.

Building a System Where People are Rehoused Quickly

Figure 1. Impact of Increased Investment on Homelessness Response System Outcomes



Source: CA-502 System Model, Abt Associates, 1/20/2022

Overall, increased investment in prevention and the addition of more than 24,000 housing opportunities in a variety of program models are needed to reach a point within five years at which the number of people who become homeless in a year and the number who are able to leave homelessness in that time are in balance. These 24,000+ interventions include everything from short-term support to prevent homelessness to ongoing rental subsidies and supportive housing with services.

In addition to the significant need for housing, because 79% of people experiencing homelessness in Alameda County are unsheltered, the Home Together 2026 Community Plan proposes a significant increase in shelter in the first two years, followed by a slow decline in shelter as more housing resources become available and less shelter is needed. Some added shelter will be able to be converted to much needed housing in later years, as has been demonstrated by successful Project Roomkey to Project Homekey transitions, which have created new permanent housing by renovating hotels used as shelters during the COVID-19 pandemic. By Year 5 the amount of shelter needed on an ongoing basis is expected to be slightly less than what is available today if all housing resources are in place.

The total cost of increasing the shelter and housing inventory over the coming five years to fully meet the need would be approximately \$2.5 billion. This includes roughly \$430 million for additional shelter capacity, \$1.68 billion for permanent housing such as dedicated affordable housing and supportive housing, and \$388 million for prevention, rapid rehousing and shallow (more limited) subsidies. This does not include the one-time development costs for acquiring or constructing new buildings, but covers operations and services, and subsidies to help people rent existing housing. The new investments should be made in alignment with the household types experiencing homelessness; roughly 10% (\$194 million) is needed for expanded inventory and resources for households with minor children, and 90% (\$2.3 billion) for the inventory and resources to serve adult only households, including transition age youth (ages 18-24 years). A range of federal, state and locally generated resources are needed to fill the gap. Without a significant federal investment in targeted Housing Choice Vouchers or similar rental assistance, meeting the dedicated affordable housing goal will be particularly challenging.

Goals and Strategies

To reach the expansion goals while decreasing racial disparities, the Home Together 2026 Community Plan recommends specific action steps in four categories:

1) Prevent Homelessness for our Residents

- a. Address racial disparities in mainstream/upstream systems to prevent racially disproportionate inflow into homelessness
- b. Focus resources for prevention on people most likely to lose their homes
- c. Rapidly resolve episodes of homelessness through Housing Problem Solving
- d. Prevent racially disproportionate returns to homelessness

2) Connect People to Shelter and Needed Resources

- a. Expand access in key neighborhoods and continue improvements to Coordinated Entry
- b. Lower programmatic barriers to crisis services such as prevention, problem solving, and shelter
- c. Prevent discharge from mainstream systems to homelessness
- d. Significantly increase the availability of shelter, especially non-congregate models, to serve vulnerable adults and families with children and to reduce unsheltered homelessness
- e. Provide accessible behavioral health services to people with serious mental illness or substance use needs and who are unsheltered, in shelter, or in supportive housing programs

3) Increase Housing Solutions

- a. Add units and subsidies for supportive housing, including new models for frail/older adults
- b. Create dedicated affordable housing subsidies for people who do not need intensive services
- c. Create shallow subsidies for those who can exit or avoid homelessness with more limited assistance
- d. Add new slots of rapid rehousing for those who can pay full rent over time
- e. Ensure new housing funding is distributed across the county according to need
- f. Reduce entry barriers to housing and ensure racial equity in referrals and placements

Estimated Number of Housing Solutions, by Type, Needed by 2026

Additional Supportive Housing Units	New Supportive Housing Units for Older/Frail Adults	New Dedicated Affordable	New Shallow Subsidies	Additional Rapid Rehousing Slots	Total Units & Subsidy Slots
4,195	3,190	10,070	5,240	1,645	24,340

Source: CA-502 System Model, Abt Associates, 1/20/22

4) Strengthen Coordination, Communication and Capacity

- a. Use data to improve outcomes and track racial equity impacts
- b. Improve messaging and information availability
- c. Build infrastructure to support new and expanded programs

Taken together, the significant increase in investment and the creation of new program models and pathways out of homelessness will lead to decreases in new homelessness, improved racial equity in outcomes, shorter lengths of time being homeless, and a reduced rate at which people return to homelessness.

The Home Together 2026 Community Plan adopts bold, ambitious, and measurable goals for Alameda County, both for reducing homelessness and for achieving greater equity. To bring these new programs and solutions into being will take every partner committing every available dollar from various sources in ways that uphold performance and invest in working and desired models. With these commitments and agreements for joint accountability we will, by 2026, be home, together.

1. Background and Introduction

This Home Together 2026 Community Plan (the Plan) lays out the goals and strategies needed to dramatically reduce homelessness in Alameda County by 2026 and combat racial disparities in homelessness through fully centering equity.

Foundations for this Plan

The Plan builds on a variety of processes and planning that occurred during the last two years, including:

- The racial equity analysis and homelessness response system modeling process detailed in the January 2020 [Centering Racial Equity in Homeless System Design](#) (CRE) report
- The Racial Equity Action Lab (convened by the Bay Area Regional Health Inequities Initiative), which centered lived expertise input and process recommendations on implementing the CRE
- The [Home Together Plan](#) framework adopted by the Alameda County Board of Supervisors in August of 2020

The Plan's overarching goals and time frame align with [Alameda County's Vision 2026](#), which holds as one of its primary objectives to "ensure the availability of diverse and affordable housing for all residents with the goal of eliminating homelessness in Alameda County." The Plan includes five-year targets for the creation of significant quantities of new housing and shelter in order to meet the unmet need of all people experiencing homelessness in Alameda County by 2026 in line with the recommendations in the CRE report. In addition, this Plan is responsive to requirements laid out in the [California Comeback Plan](#) to draw down key state housing and health funding. It is also informed by and consistent with other local and regional efforts, including the [All Home Regional Action Plan](#), and [Plan Bay Area 2050](#).

A forthcoming companion Home Together County Implementation Plan speaks to the specific role of the county in co-leading efforts to address homelessness with cities and community partners, and the roles of specific county agencies and resources. This Implementation Plan will lay out yearly goals consistent with the Plan and be used to track and report progress. Cities within Alameda County have participated in the community process to inform this overarching Plan and are encouraged to develop and adopt similar jurisdictional implementation plans to align with the Home Together 2026 Community Plan.

The initial Centering Racial Equity report and this Plan were supported by in-depth needs analyses conducted by Abt Associates, a HUD-funded technical assistance provider. The recommendations were informed by an extensive community input process which included participation from system leaders, homeless program participants, service providers and other partners in the homelessness response system. The process included research using local data and multiple focus groups with people of color who were currently or recently homeless regarding their race-impacted experiences. The CRE report resulted in recommendations for significant system additions but did not include action steps to implement the recommendations.

Updating the Homelessness Response System Needs Analysis

As the Home Together 2026 Community Plan was developed it became clear that some updating to the original needs analysis was necessary. The COVID-19 pandemic, which began shortly after the CRE report was completed, has changed the landscape of resources, and some data used from 2019 was

able to be updated with more complete information from the countywide Homeless Management Information System (HMIS). While some updates were made, there was a strong commitment to maintain the critical assumptions and decisions that were widely discussed in the CRE planning process. To consider changes and updates to the homelessness response system modeling, a planning group was jointly convened by the Alameda County Office of Homeless Care and Coordination (OHCC) and EveryOne Home (EOH), which staffs the CoC. The Strategic Planning Implementation Committee met bi-weekly from July 2021 to November 2021 to inform the Home Together 2026 Community Plan. The group included city and county staff, people with lived experience of homelessness, service providers, nonprofit organizations, advocates, and CoC Leadership Board members.² Various technical staff also met with Abt Associates, a HUD technical assistance provider, to review updates to the homelessness response system modeling.

2. Homelessness in Alameda County

Alameda County’s most recently published full Point in Time Count (PIT) was conducted in 2019 and estimated a total of 8,022 persons were experiencing homelessness on a single day.³ Based on an annualization of the PIT, it is estimated that 15,786 people in 13,135 households experienced homelessness in Alameda County in 2019.⁴

Homelessness occurs across the county, though it is concentrated most in the north and mid portions.⁵ More than three-fourths of people experiencing homelessness (78%) report residing in Alameda County before becoming homeless.⁶

Table 1: Annual Estimates and Geographic Distribution of People and Households Experiencing Homelessness in Alameda County

Annual Estimates and Geographic Distribution of People & Households Experiencing Homelessness in Alameda County					
Geographic Regions in Alameda County	Estimated People	Estimated Households	Households	Households	Households
	Experiencing Homelessness Annually	Experiencing Homelessness Annually	with Only Adults	with Minor Children	with Only Children
Mid-County (Alameda, Hayward, San Leandro, Unincorporated)	2,920	2,430	2,221	182	27
North County (Albany, Berkeley, Emeryville)	2,605	2,167	1,981	163	24
Oakland	8,004	6,659	6,087	499	73
Tri-City (Fremont, Newark, Union City)	1,579	1,313	1,201	99	14
Tri-Valley (Dublin, Livermore, Pleasanton)	679	565	516	42	6
Total	15,786	13,135	12,005	985	144

Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

Households of one or more adult(s) experiencing homelessness together without any minor children (“adult only”) are estimated at 12,005 annually and make up 91% of households that are homeless over a year. Most such households are a single individual.

² See Appendix E for list of Home Together Contributors, including the Strategic Planning Implementation Committee.

³ Alameda County conducts a homeless Point in Time (PIT) count every two years. Due to COVID-19, the scheduled PIT count for 2021 was postponed to 2022.

⁴ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

⁵ Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

⁶ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

Families with minor children are estimated at 985 households annually, representing 7.5% of all homelessness households.⁷ Child-only households (unaccompanied children, under age 18, who are homeless without any adults) represented less than 1% of the county’s homeless population.⁸

People who identify as male make up more than 60% of the homeless population. Nearly three-fourths of the homeless population is between the ages of 25-59, though a growing percentage of people experiencing homelessness are seniors (14%) and nearly 10% are between 18 and 24, referred to as transition age youth (TAY).⁹

Table 2: Gender

Gender of people experiencing homelessness	
Male identifying	61%
Female identifying	35%
Transgender	2%
Non-binary	2%

Table 3: Age

Age of people experiencing homelessness	
Under 18	4%
18-24	9%
25-59	73%
60 and older	14%

Source: EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

Racial Disparities in the Homeless Population

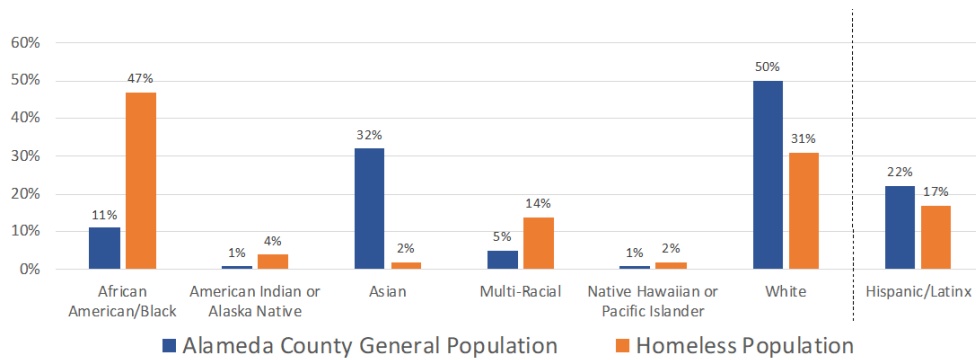
While homelessness is widespread in Alameda County, it disproportionately impacts people of color, especially African Americans. The 2019 Homelessness Point in Time Count shows that people of color make up more than two out of three (69%) people experiencing homelessness in Alameda County. The groups most disproportionately affected are people identifying as Black or African American, and American Indian or Alaska Native. Black people account for 47% of the homeless population, compared to 11% of the general population in Alameda County. Native Americans make up four percent of the homeless population, compared with one percent of county residents. Homelessness also disproportionately affects Native Hawaiians/Pacific Islanders and Multiracial people in Alameda County.¹⁰

⁷ Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

⁸ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

⁹ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

¹⁰ Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

Figure 2: Racial Distribution of General Population and Homeless Population (2019)

Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

Households with only adults are more disproportionately likely to be Black (58%) in comparison with the general population of Alameda County (11% Black).¹¹

The many specific needs and experiences of people of color experiencing homelessness are described in the CRE report, often in the words of people who have experienced homelessness. Without addressing the impact of racism in our society, homelessness will continue to disproportionately impact African Americans and other people of color. Creating a mix of housing and services in order to reduce these enormous racial disparities is a major focus of this Plan.

Special Populations

Several special populations who experience homelessness merit particular attention due to their specific or additional vulnerabilities, overrepresentation in the homeless population, and/or dedicated resources for addressing their needs. These include transition age youth, older adults, veterans, people with behavioral health needs, people impacted by intimate partner violence and people impacted by the criminal justice system. Section 5 below covers key resources available to meet the needs of these specific groups.

3. Homelessness Response System Needs Analysis and Modeling

People experiencing homelessness have a variety of needs, but the one commonality among all is the need for a home. The CRE process identified that Alameda County's homelessness response system does not have the interventions needed to permanently rehouse all people experiencing homelessness, and that reducing disparities and improving outcomes for the racial and ethnic groups most impacted by homelessness will require new types of housing programs, increasing all programs' availability, and improving program design and delivery. Opportunities identified to increase racial equity in the homelessness response system include:¹²

- Increasing the availability of homeless housing and subsidy models for people with extremely low incomes and a range of service needs;

¹¹ Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

¹² Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

- Creating a variety of more flexible resources, including homelessness prevention and rapid resolution resources, and targeting these resources to those who can resolve their homelessness without ongoing supports;
- Increasing access to housing and other programs by lowering entry and participation barriers that unnecessarily impact privacy or independence, and ensuring resources are spread throughout the county; and
- Communicating clearly about available resources, eligibility criteria and the process for accessing resources.

It is important to note that adding enough housing opportunities to effectively end homelessness will not address the larger crisis of affordability or meet the rental housing gap for low-income households. The need for more housing and greater affordability at a wide range of income levels is critical and remains, even if this plan is fully funded. An “optimal” homelessness response system is not necessarily an “optimal” or racially equitable housing system, which would require a much larger and more universal response, such as Housing Choice Vouchers and affordable units for everyone who is income-qualified. Stakeholders for this Plan believe that safe, stable, and affordable housing should be available to all who need it, a goal that can only be reached with a national commitment.

Building a System Where People are Rehoused Quickly

The CRE process identified a set of “pathways” in an optimal homelessness response system to allow every homeless person to end their homelessness and reduce racial disparities in homelessness. These pathways out of homelessness recognize different levels of need – from those who can resolve their homelessness on their own, to those who will need shelter, interim support and ongoing subsidies and services in order to remain housed. The pathways envisioned for adults and for families are somewhat different, based on different vulnerabilities and economic needs, but all are designed to respond to the root causes of homelessness and barriers to housing stability. Among the critical pathways envisioned is the addition of significant affordable housing targeted specifically to those who are experiencing homelessness. These resources must be available in a high-performing homelessness response system to end homelessness for Black and Native American adults, who encounter the greatest barriers to housing, are vastly over-represented among those who experience homelessness, and disproportionately return to homelessness once housed.¹³ [The original model and specific pathways for different population groups can be reviewed in the CRE report.]

The homelessness response system model used in the CRE process was updated in 2021 to inform the Home Together 2026 Community Plan. Most of the original assumptions were retained, particularly regarding the types and proportions of needed new housing and program models.

Updates to the system model included:

1. The decision to propose more shelter in addition to housing, to rapidly reduce unsheltered homelessness. This was not contemplated in the original system modeling but was highly recommended by the Strategic Planning Committee and jurisdictional partners;

¹³ For more detail about the CRE process to develop these pathways see Appendix A, C and D in the 2021 Centering Racial Equity in Homeless System Design Report. <https://everyonehome.org/centering-racial-equity/>

2. Updates to the length of time people are anticipated to spend in shelter to reflect current conditions and impacts of future investments more accurately;
3. Updates to certain cost assumptions based on current data; and
4. The decision to model for a modest decrease in new entries into homelessness by the end of the planning period, with an increased investment in prevention.

The recommendations that follow reflect the decisions above, including to work toward making prevention resources available before people lose their housing to reduce new homelessness over time. If new homelessness increases beyond the modeling predictions, the gap between what the system is able to offer and what is needed to serve all homeless households will be greater, and more costly to fill. [See [Appendix C](#) for a description of different scenarios considered and [Appendix D](#) for comprehensive system model data outputs].

Homelessness Continues to Grow Unless We Invest in Prevention and Housing

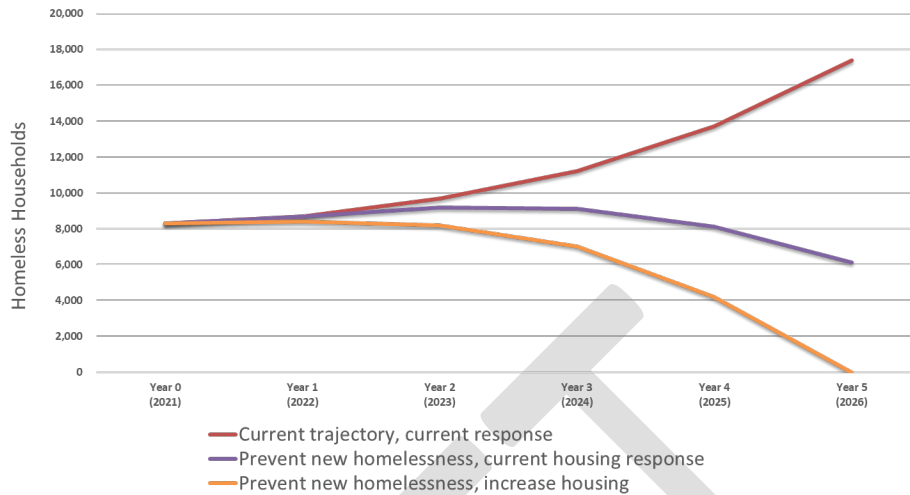
Every year new people experience homelessness in Alameda County, but the homelessness response system does not currently have enough capacity to keep up with annual inflow. This means that the increasing homeless population includes newly homeless people along with many people who became homeless in a prior year but could not get the assistance they needed to end their homelessness. In 2020 to 2021, just 36% (4,358) of adult only households experiencing homelessness exited homeless services, and 64% (7,647) remained in the homelessness response system. For households with minor children, 33% (321) of households exited the system in 2020-2021, while 67% (664) households remained.¹⁴

Figure 3 below illustrates that without significant changes in both approach and rate of investment, homelessness is likely to grow dramatically (red line). Even if the community successfully achieves a modest decrease in *new* homelessness over time, the current level of investment will not be enough to meet the need, and homelessness will remain high (purple line). However, with a significant increase in investment into the homelessness response system and a modest decrease in new homelessness, by year 5 (2026) the homelessness response system would be able to serve all of the need among homeless households, leaving no annual unmet need (orange line).¹⁵

¹⁴ HMIS Jul 1, 2020 to June 30, 2021. Data used in the CA-502 System Model, Abt Associates, 1/20/2022.

¹⁵ This is the point at which the system is right-sized, though recurring resources are still needed to address new inflow each year and to continue supporting ongoing system operations.

Figure 3. Impact of Investment Level on Unmet Need

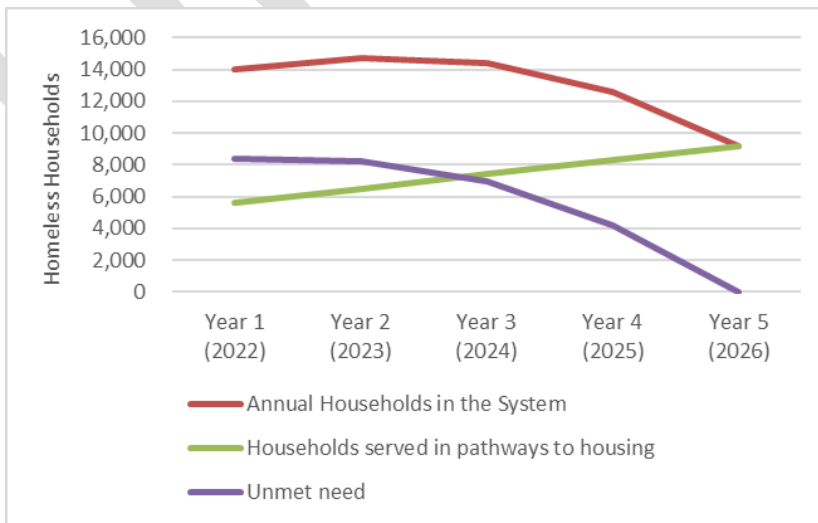


Source: CA-502 System Model, Abt Associates, 1/20/2022

Increased Investments Result in People Finding Housing Quickly, Not Remaining Homeless

Figure 4 below shows that with the modeled increase in investment and a modest decrease in new homelessness over time, in 5 years (by 2026) the total number of homeless households that need to be served annually by Alameda County’s homelessness response system decreases by over 3,800 from 2021. In this scenario there is capacity to serve and assist 9,200 households into permanent housing by the homelessness response system in year 5 (2026). This is estimated to effectively eliminate unmet need (sometimes referred to as “functional zero”). Having no unmet need does not mean that new people do not continue to become homeless, but rather that for every new household that becomes homeless there are the appropriate resources available to help them back into housing within an average of 90 days.

Figure 4: Impact of Increased Investment on Homelessness Response System Outcomes



Source: CA-502 System Model, Abt Associates, 1/20/2022

Table 4 shows numerically how these decreases in inflow and increases in capacity might occur over time, until the need is equal to the resources available.

Table 4. Impact of Investments on Unmet Need Over 5 Years

5-Year Investment Impact Dashboard, All Homeless Households						
	Year 0 (2021)	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
New Homeless	4,000	4,800	5,300	5,300	4,700	4,300
Annual HH in the System	13,000	14,000	14,700	14,400	12,600	9,200
HHs Served in Pathways to Housing	4,700	5,600	6,500	7,400	8,310	9,200
Unmet Need	8,300	8,400	8,200	7,000	4,200	0
% Unmet Need	64%	60%	56%	49%	33%	0%

Source: CA-502 System Model, Abt Associates, 1/20/2022

Additions to Housing Inventory

To meet the reduction targets, a combination of new subsidy slots and housing units is needed. Table 5 below details the specific inventory growth in different program models and housing types needed to meet existing and anticipated future need among homeless households.

Table 5. 5-year Homelessness Response System Inventory Needs

5-Year Inventory Needs, All Homeless Households						
<i>Numbers below are cumulative, <u>not</u> new additions needed year over year</i>						
	Baseline Inventory (2021)	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
HP/Rapid Resolution Slots	56	140	160	190	260	230
Crisis Response Beds (ES, TH, SH)	1,785 ¹⁶	2,760	3,410	3,140	1,810	1,390
TH for Youth	153	100	120	140	200	170
Rapid Re-Housing	535	1,180	1,370	1,560	2,180	1,940
Permanent Housing Resources						
Supportive Housing (PSH)	3,215	3,790	4,500	5,290	6,490	7,410
Supportive Housing (PSH) for Older/Frail adults	0	520	1,090	1,690	2,530	3,190
Dedicated Affordable Housing	0	1,570	3,320	5,240	7,870	10,070
Shallow Subsidies	0	830	1,740	2,750	4,090	5,240

Source: Source: CA-502 System Model, Abt Associates, 1/20/22

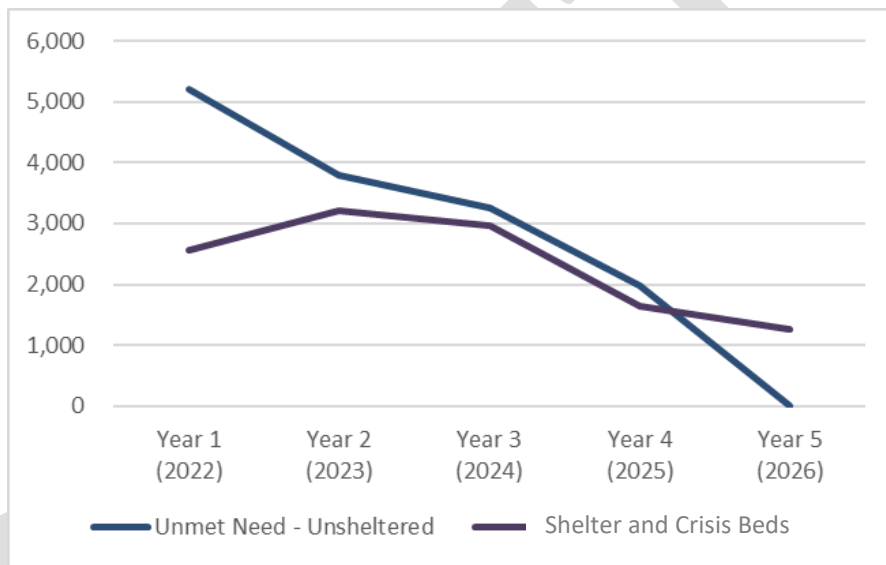
¹⁶ Note that a decreased inventory of shelter is reflected here, and in the 2021 system modeling, to account for shelter decompression that occurred due to COVID-19 regulations.

The table above also shows that in 2021 (the baseline year, or Year 0) Alameda County had 3,215 supportive housing units and 535 Rapid Rehousing slots for households experiencing homelessness, and in order to serve all of the current and projected need of homeless households, our system will need an inventory of 25,910 permanent housing units and short and long-term subsidies by year 5 (2026) of the implementation plan.

Additions to Shelter Inventory

In addition to the significant expansion of housing resources, reducing unsheltered homelessness will require short-term growth in shelter availability. This Plan includes an immediate surge in shelter during the first two years, followed by a leveling off and then small decrease in shelter beds (purple line). This strategy, when combined with the addition of housing modeled above, results in a rapid and then sustained decline in unsheltered homelessness (blue line).

Figure 5: Impact of Shelter Inventory on Households on Unsheltered Homelessness*



Source: Source: CA-502 System Model, Abt Associates, 1/20/22

*For Adult Only Households

It is important to note that the estimated result, effectively ending unsheltered homelessness in Alameda County, only occurs when both housing and shelter capacity grow.

New Investment Needed

The total cost of scaling up both the shelter and housing inventory over the coming five years is an estimated \$2.5 billion. This includes roughly \$430 million for additional shelter capacity, \$1.68 billion for permanent housing such as dedicated affordable and supportive housing, and \$388 million for prevention, rapid rehousing and shallow (more limited) subsidies. These estimates include the ongoing operations of programs and buildings, and the services and subsidies to help people rent existing housing. They do not include the one-time development costs for constructing or acquiring new buildings.

The investments need to align with the household types in the homeless population: roughly 10% (\$194 million) for households with minor children and 90% (\$2.3 billion) for the resources to serve adult only households, including transition age youth.

Table 6. 5 Year Operations Cost for Homelessness Response System Inventory

5-Year Inventory Costs (operations only, not development)						
	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	5-Year Total
Prevention & Rapid Resolution	\$2,502,000	\$3,022,000	\$3,533,000	\$5,055,000	\$4,680,000	\$18,792,000
Crisis Response (Shelter/Interim)	\$85,667,000	\$109,121,000	\$103,566,000	\$61,480,000	\$48,402,000	\$408,236,000
Transitional for Youth	\$3,796,000	\$4,549,000	\$5,344,000	\$7,777,000	\$7,107,000	\$28,573,000
Rapid Re-Housing	\$26,166,000	\$31,374,000	\$36,824,000	\$52,978,000	\$48,683,000	\$196,025,000
Supportive Housing	\$95,786,000	\$117,213,000	\$142,068,000	\$179,312,000	\$210,917,000	\$745,296,000
Supportive Housing - Seniors & Medically Fragile	\$15,630,000	\$33,557,000	\$53,819,000	\$83,004,000	\$107,846,000	\$293,856,000
Dedicated Affordable Housing	\$33,099,000	\$72,010,000	\$116,971,000	\$180,761,000	\$238,329,000	\$641,170,000
Shallow Subsidies	\$9,050,000	\$19,666,000	\$31,881,000	\$48,613,000	\$64,196,000	\$173,406,000
Total	\$271,696,000	\$390,512,000	\$494,006,000	\$618,980,000	\$730,160,000	\$2,505,354,000

Source: Source: CA-502 System Model, Abt Associates, 1/20/22

Based on the system modeling, costs should drop substantially in years six and beyond, or whenever the unmet need is eliminated, as only those newly becoming homeless or returning to homelessness after housing need to be served.

Services Outside the Model

Although not represented in the system modeling, there are many critical services and resources that serve people during the time they are unhoused. These include Coordinated Entry, street outreach, housing navigation and landlord liaison programs, among others. These programs contribute to outcomes such as shortening the length of time that households remain homeless, improving health outcomes and behavioral health support, and increasing exits to housing. Some increases in these services are anticipated within this Plan as well.

4. Goals and Strategies

Drawing from the CRE recommendations to reduce racial disparities, the need for resources demonstrated by the system model and the feedback of people experiencing homelessness, the Home Together 2026 Community Plan calls for a focus on four primary goal areas.¹⁷ Each area below includes goals and action steps that align with the system model and overall homelessness reduction strategy.

These core goal areas largely correspond to critical system performance measures required by HUD and by the State of California, which will be tracked and reported on annually. In addition, the Alameda County community has determined to also measure its impact on rates of unsheltered homelessness and racial disparities in homelessness. Specific targets for reductions and improvements for each of the system performance measures below will be set in consultation with the community and with the State of California during FY 21-22 and adopted as an addendum to this Plan.

¹⁷ For more detail on the stakeholders involved in the CRE, the process of developing pathways and recommendations, please see the *Centering Racial Equity in Homeless System Design* report, available at <https://everyonehome.org/centering-racial-equity/>

1) Prevent Homelessness for Our Residents

Many of the people experiencing homelessness in Alameda County have been homeless for long periods of time or have had multiple episodes of homelessness. However, every year people experience homelessness for the first time and seek assistance from the homelessness response system, which lacks adequate resources to meet the needs of people who are already homeless. Data from the 2019 PIT count indicates approximately 31% of the people who are homeless at a point in time have become homeless for the first time.

Racial disparities among newly homeless households are even more extreme than among the homeless population overall, especially for African Americans, Native Americans, Native Hawaiian and Pacific Islanders and multiracial people.

Table 7. Racially Disparate Rates of New Homelessness

	African Americans	Native Americans	Multiracial	Native HI/Pacific Islander
Percent of County Population	11%	1%	5%	1%
Percent of newly homeless	58%	5%	6%	2%
Rate of new homelessness compared to population	5.3x	5x	1.2x	2x

Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

Prevention assistance is typically administered outside the homelessness response system and covered by social service and community development funding streams. Research shows that while many low-income people experience housing crises that could lead to homelessness, people who are most likely to become homeless have specific risk factors including extremely low incomes, histories of homelessness, and living in highly impacted neighborhoods.¹⁸ To be effective, resources to prevent homelessness must target those with the greatest likelihood of becoming homeless. To reduce new incidents of homelessness, we must direct resources to those closest to becoming homeless who also lack assistance, and to those who have lost housing but can recover it with timely support.

Another contributing factor to continuing homelessness is that some households assisted into permanent housing through the homelessness response system may lose their housing again when program resources run out or circumstances change. Returns to homelessness in Alameda County are higher among African Americans and Native Hawaiian/Pacific Islanders.

Table 8. Disparities in Rates of Return to Homelessness, FFY 2019

	System Average	African Americans	Native Hawaiian/Pacific Islanders
Rate of Return to Homelessness	18%	21%	23%

Source: Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021.

¹⁸ Center for Evidence-based Solutions to Homelessness. Homelessness Prevention, A Review of the Literature. January 2019.

The Home Together 2026 Community Plan proposes to reduce the rates of return to homelessness by half, from 21% in 2022 (Year 1 of the Plan) to 9% in 2026 (Year 5 of the Plan).¹⁹ To address racial disparities in new homelessness and returns to homelessness, programs will be targeted and tailored to specific household needs and the county's providers and administrators will target and track these disparities.

Four activity areas specifically target reductions in new homelessness and returns to homelessness:

1. Address racial disparities in mainstream/upstream systems to prevent racially disproportionate inflow into homelessness

- a. Partner with school districts, social services agencies, child welfare, community health organizations and others to connect people to prevention and economic supports in a timely manner and through trusted sources.
- b. Work with criminal justice institutions to create housing planning and homelessness prevention resources.
- c. Ensure that workforce services are accessible to and structured to support people whose housing is unstable.

2. Focus resources for prevention on people most likely to lose their homes

- a. Work with government and private funders to increase targeted prevention for people most likely to become homeless. Highlight risk factors including extremely low incomes, histories of homelessness, and living in neighborhoods with high rates of poverty and evictions.
- b. Tailor outreach and prioritization to reach those at highest risk and coordinate these efforts in all areas of the county.
- c. Implement and expand shallow subsidy availability for people with fixed or limited income with housing insecurity to relieve rent burden and reduce the risk of becoming homeless.

3. Rapidly resolve episodes of homelessness through Housing Problem Solving

- a. Add resources to flexible funding pools for Housing Problem Solving, a practice of helping people newly homeless or on the verge of homelessness to identify rapid solutions to their situation with light financial support.
- b. Offer Housing Problem Solving training and funding throughout the system so that providers can quickly assist people when and where they seek help.

4. Prevent racially disproportionate returns to homelessness

To reduce disparities based on race, learnings from the CRE process demonstrate that providing ongoing or renewed support to people who have been homeless will improve equitable housing outcomes. Some specific areas highlighted as effective include:

- a. Target time-limited Rapid Rehousing resources to serve households with an ability to increase income. Given the high cost of rent in Alameda County, time-limited resources should be matched with people who have a feasible plan to pay market-rate rent or identify a replacement subsidy.

¹⁹ Source: Adult Only Household Model. CA-502 System Model, Abt Associates. 1/20/22. Note rates are for Adult Only households.

- b. Partner with educational, vocational and employment services to ensure that people moving toward employment have strong support in obtaining and maintaining employment. Build connections to educational programs with career pathways, supported employment for people who are formerly homeless, and job placement assistance for people seeking new roles.
- c. Establish a flexible funding pool for preventing homelessness, including a shallow subsidy option.
- d. Review and evaluate methods for determining types of housing placements to ensure high rates of success and avoid unsustainable housing placements.
- e. Provide additional support services, such as behavioral health care and case management, in existing sites and programs for people who have transitioned from homelessness to permanent housing.

Progress on this goal area will be tracked using two system performance measures and corresponding measures of increased racial equity.

System Performance Measure: Reduce the number who become homeless for the first time.

Racial Equity Measure: Reduce the racial disparities among people overrepresented within who becomes homeless for the first time: African Americans, Native Americans, Multi-racial people, and Native Hawaiian/Pacific Islanders.

System Performance Measure: Reduce the number of persons who return to homelessness after exiting homelessness.

Racial Equity Measure: Reduce the racial disparities among people overrepresented within who returns to homelessness: African Americans, and Native Hawaiian/Pacific Islanders.

2) Connect People to Shelter and Needed Resources

People experiencing homelessness need access to shelter and critical service supports while in crisis and while in the transition to housing. This will require expanding and supporting the network of agencies that serve as entry points for the homelessness response system and provide housing problem solving and housing navigation services. It necessitates reducing the barriers to entry to services for people experiencing homelessness. It will also require continued collaboration between local cities and the county to provide more robust and responsive services for both sheltered and unsheltered people experiencing homelessness.

In 2020 and 2021, Alameda County's homelessness response system significantly expanded access points and undertook improvements to the Coordinated Entry process which connects people experiencing homelessness to shelter and housing. Changes were made to increase the availability of Housing Problem Solving services targeting creative housing solutions and allowing Housing Resource Centers (designated access points) to support everyone who is experiencing homelessness who access their services. A separate crisis queue and process for shelter and transitional housing resources was recently established to shorten the time people in need wait for shelter. Greater transparency was built into the new process, with access points providing real-time communication to participants about available housing resources, their likelihood of receiving a match, and support to identify and pursue appropriate next steps. Continued oversight and improvement of the Coordinated Entry system is a priority for the future, and monthly Regional Housing Coordination meetings and Learning Communities are currently focused on improving coordination of care and increasing collaboration.

While this Plan focuses primarily on expanding housing availability to end homelessness, it also plans for a significant increase in shelter to provide homeless households safe places to be off the street and to connect to the rest of the homelessness response system's resources. During the 2019 PIT Count, nearly 80% of the population experiencing homelessness in Alameda County was unsheltered. During the COVID-19 pandemic the community rapidly stood up over 1,000 temporary shelter units in non-congregate settings such as hotels and trailers. People sheltered in these sites were connected to housing at much higher rates than those in traditional (congregate) shelter and unsheltered settings.²⁰

An analysis of the unsheltered population using homelessness data and health system data indicates at least 48% of unsheltered people contacted by a street outreach program have one or more vulnerabilities such as advanced age, a health or mental health condition, and/or barriers to housing like eviction history or criminal justice system contacts. Vulnerable unsheltered people in the county are also more likely to be African American than any other race or ethnic group. Shelter resources will be added to the portfolio of resources in the county for vulnerable adult only and family households, while still focusing most of the homelessness response system resources on housing additions to ensure homeless households can move quickly from shelter to housing. It is the goal of the Home Together 2026 Community Plan to gradually repurpose non-congregate shelter sites to be used as housing as the immediate need for additional shelter capacity subsides.

Behavioral health services are a critical component of service delivery in all areas of the homelessness response. Efforts are being made to increase clinical support available through Street Health, Shelter Health, and other teams as part of Health Care for the Homeless programs, in housing planning, and in tenancy sustaining services, in order to prevent returns to homelessness. Connections to mental health services are built into pathways to housing in the homelessness response system through emergency shelter, Rapid Re-Housing and supportive housing.

Five activity areas specifically help to connect people experiencing homelessness to shelter and needed resources:

- 1. Expand access in key neighborhoods and continue improvements to Coordinated Entry**
 - a. Expand neighborhood-based access points to the system's housing and shelter resources in places where people are most likely to lose housing or are currently experiencing homelessness
 - b. Add access point outreach staff to connect people to these services in the field
 - c. Set up monthly training for 211 operators
 - d. Develop the capacity for 211 to track and follow up with people seeking resources
 - e. Continue to track and evaluate the impact of updates to the Coordinated Entry System to ensure impacts are effective and support reductions in racial disparities
- 2. Lower programmatic barriers to crisis services such as prevention, problem solving and shelter**
 - a. Ensure that emergency shelters reduce unnecessary program requirements that discourage use or exclude people who need shelter

²⁰ Zeger, Cody. Evaluating Project Roomkey in Alameda County: Lessons from a Pandemic Response to Homelessness. May, 2021. Available at: <https://homelessness.acgov.org/reports>.

- b. Add additional resources such as laundry facilities, storage options, hygiene, harm reduction, health care and safety resources and available services that meet needs of sheltered and unsheltered people.
 - c. Prioritize using a harm reduction approach and making efforts to meet the specific and varied needs of people experiencing unsheltered homelessness. Improve communication to advertise the availability of resources for households experiencing homelessness
 - d. Provide training systemwide on diversity, equity, and inclusion, harm reduction, housing strategies, and other foundational topics
3. **Prevent discharge from mainstream systems to homelessness**
- b. Increase medical and mental health respite by 300 beds and include resources for rehousing. Stabilize and expand the board and care portfolio through new state funding and land trust to correspond with needs identified in the behavioral health system gaps analysis.
 - c. Implement an exit strategy for all unhoused criminal justice clients that includes shelter, housing, and supportive and behavioral health services.²¹
 - d. Connect transition age youth leaving foster care to youth-dedicated rapid and supportive housing programs through ongoing resources targeted to youth nearing exit from foster care.
4. **Significantly increase the availability of shelter, especially non-congregate models, to serve vulnerable adults and families with children and to reduce unsheltered homelessness**
- a. Add 1,625 temporary additional shelter beds to serve vulnerable adults and families with children. New shelter should be primarily non-congregate and include access to support services including behavioral health and health care to provide more supportive environments for residents.
 - b. As new housing comes online, transition non-congregate shelters into permanent housing or remove these shelter beds from the system as demand is reduced.
 - c. Ensure health and safety conditions in shelter programs through countywide standards and track and monitor input by shelter residents.
5. **Provide accessible behavioral health services to people with serious mental illness or substance use needs who are unsheltered, in shelter, or in supportive housing programs**
- a. Ensure crisis response and support is accessible for unsheltered people, and that mental health and harm reduction services are available for people in shelters and other programs in the homelessness response system.
 - b. Allocate resources towards increased behavioral and support services that will help people who are in permanent housing to maintain their housing.

Progress on this goal area will be tracked using the two measures above related to new and returning homelessness, and these two measures of reductions in unsheltered homelessness.

²¹ Evidence indicates a promising model in low-barrier non-congregate shelter for people exiting criminal justice settings, paired with housing navigation and tenant-based vouchers.

- **System Performance Measure:** Increase successful placements from street outreach to indoor locations.
- **Racial Equity Measure:** Monitor for racial disparities in placements from street outreach and address any disparities.
- **Additional Measure (Not a HUD or State Measure):** Reduce the number of people who are unsheltered at a point in time.
- **Racial Equity Measure:** Reduce the racial disparities among people overrepresented among those who are unsheltered.

3) Increase Housing Solutions

Both the homelessness response system modeling and interviews with people experiencing homelessness indicate that the single most important step to reduce homelessness dramatically and permanently is to create permanent housing opportunities for people experiencing homelessness throughout the county.

New projects to increase inventory include expansions in pathways and resources to exit homelessness such as Rapid Rehousing and supportive housing, as well as significant investment in newer program models such as dedicated affordable housing and shallow subsidies that provide people with housing that allows them independence and autonomy – a strategy recommended to be more effective in reducing racial disparities.

At publication of this Plan, a pipeline of new subsidies and housing projects in development are expected to increase available inventory by approximately 1,500 units in the first two years, but resources must be identified for thousands more units in order to achieve the inventory goals set forth in this Plan. New one-time resources are anticipated from both the federal and state governments which will assist with this goal, but ongoing local resources will be needed to meet the ambitious targets that are necessary to bend the curve.

Six activity areas are planned to grow the housing inventory and increase access to it (see table 12 below for numbers of units):

1. **Add units and subsidies for supportive housing, including new models for frail/older adults**
 - a. Expand the supply of supportive housing subsidies and units through prioritization and matching strategies, and new development funding.
 - b. Create a new model of supportive housing for older/frail adults with more intensive health service needs.
 - c. Provide services funding for supportive housing and supportive housing for frail/older adults through expansions of Medi-Cal enrollment and the California Advancing and Innovating Medi-Cal (CalAIM) program.
2. **Create dedicated affordable housing subsidies for people who do not need intensive services**
 - a. The CRE report and system model includes providing affordable housing without time limits for approximately 30% of the adult only households and 28% of family households in the homelessness response system.
 - b. Add capacity within the homelessness response system to support new dedicated affordable units including staff for a new flexible local operating subsidy program, additional Coordinated Entry staffing and lighter and variable supportive services.

3. **Create shallow subsidies for those who can exit or avoid homelessness with more limited assistance**
 - a. Develop shallow subsidies that provide fixed levels of support for those who are precariously housed or who have been previously homeless and need longer term but limited support.
4. **Add new slots of Rapid Rehousing for those who can pay full rent over time**
 - a. Couple Rapid Rehousing resources with expansions in employment programs.
5. **Ensure new housing funding is distributed across the county according to need**

The numbers of people and the significant subpopulations in each region are different. As much as possible, housing resources should be distributed based on the regional needs.
6. **Reduce entry barriers to housing and ensure racial equity in referrals and placements**

Table 9: Estimated Number of Housing Solutions, by Type, Needed by 2026

Additional Supportive Housing Needed	New Supportive Housing for Older/Frail Adults	New Dedicated Affordable	New Shallow Subsidies	Additional Rapid Rehousing slots	Total Units & Subsidy slots
4,195	3,190	10,070	5,240	1,645	24,340

Source: CA-502 System Model, Abt Associates, 1/20/22

Progress on this goal area will be tracked using two system performance measures and corresponding measures of increased racial equity.

- **System Performance Measure:** Increase the number of people exiting homelessness into permanent housing.
- **Racial Equity Measure:** Monitor for any emerging disparities and maintain racial equity within people exiting homelessness into permanent housing.
- **System Performance Measure:** Reduce the length of time persons remain homeless.
- **Racial Equity Measure:** Monitor for racial disparities in length of time homeless and address disparities.

4) **Strengthen Coordination, Communication and Capacity**

This plan emerges at a time of great uncertainty. While new resources to expand Alameda County’s homelessness response system are anticipated, how much will become available when, and what may happen with COVID-19 and other factors which may impact homelessness, are unknown. For this reason, this Plan must be closely tracked and refined over time and its projections will be updated as new resources become available. A community-wide commitment to improve and use the community’s HMIS data for tracking and accountability is a central tenet of the Plan.

Improved communication about efforts to reduce homelessness and impacts are also key to keeping the buy-in of partners and the confidence of the community. This includes expanding the range of partners from other systems of care that overlap with the homelessness response system (such as

health care, child welfare, and criminal justice), and ensuring that both housed and unhoused people have access to the best information about current and anticipated homeless resources.

Finally, the network of homeless programs and providers will have to be strengthened and will need to grow to reach the goals of the Home Together 2026 Community Plan. Alameda County benefits from a strong network of nonprofit agencies committed to addressing homelessness and delivering services and housing to those in need. But these agencies are stretched to close to capacity, are often under resourced, and do not fully represent the communities that experience homelessness. Support will be needed to help these partners recruit and retain staff. In particular, resources must be targeted to strengthen providers and partners and to expand contracts for organizations that serve, employ and are led by historically marginalized communities and Black, Indigenous and People of Color.

1. Use data to improve outcomes and track racial equity impacts

- a. Improve HMIS coverage and confidence in HMIS to be the primary method for future data tracking.
- b. Consider increasing the frequency of the PIT Count to annual (currently biennial) so that impacts to both sheltered and unsheltered homeless populations are able to be tracked and monitored more quickly.
- c. Improve tracking of resources and inventory to support ongoing evaluation and reporting.
- d. Improve data quality and regularly review system and program outcome data disaggregated by race.
- e. Work to incorporate a Results Based Accountability framework systemwide when tracking and measuring performance metrics.

2. Improve messaging and information availability

- a. Centralize homeless related resource information and provide regular system updates to a wide variety of partners.
- b. Provide an annual Home Together 2026 Community Plan update on progress and challenges with proposed modifications to the following year's action plan.
- c. Complete a full inventory of current and anticipated resources for all key partners in order to identify gaps in funding and strategies to fill these gaps.

3. Build infrastructure to support and monitor new and expanded programs

- a. Develop and strengthen career pathways in housing and service provider organizations.
- b. Provide support to service providers, clinics, outreach teams and nonprofit organizations serving homeless populations to improve their ability to hire, train and retain staff.
- c. Prioritize supporting the advancement of people with lived experience of homelessness in our county's systems of care.
- d. Expand provider networks to incorporate historically marginalized communities and more organizations led by and serving communities of color and support increased capacity within these networks.
- e. Ensure public and community agencies have staffing to meet expanded contracting and capacity needs.

- f. Ensure behavioral health services are accessible and resources are available to smaller service provider organizations.

There are no state required system performance measures that correspond to this goal area. The community will use the improved data collection process to track progress on all the other outcomes for this Plan. The partners will also track resources and investments to meet the Plan goals and to identify outstanding gap areas.

In addition, community partners will collect data to track the capacity of system partners and especially to expand resources for provider organizations serving historically marginalized communities and communities of color.

The sum of the activities undertaken in this Plan are expected to result in:

- **System Performance Measure:** Reduce the number of persons experiencing homelessness.
- **Racial Equity Measure:** Reduce the overrepresentation of African Americans, Native Americans, Multi-racial people and Native Hawaiian/Pacific Islanders among persons experiencing homelessness.

5. Specific Needs and Resources for Special Populations

Several special populations who experience homelessness merit attention due to their particular vulnerabilities, overrepresentation in the homeless population, and/or specific needs and resources for addressing their needs. These include transition age youth, veterans, older adults, people impacted by intimate partner violence, people with behavioral health needs and people impacted by the criminal justice system.

The housing pathways and resources described above are intended to meet the needs of all of Alameda County's homeless populations. Some resources are specifically targeted to certain subpopulations such as supportive housing for older/frail adults, and transitional housing for young adults in a transitional period of life.

Needs assessments conducted for each of these populations point to certain additional needs that the strategies of this Plan seek to encompass within the overall framework of increases in housing, shelter capacity and services inventory.

Transition Age Youth

Youth ages 18-24 comprised 9% of the overall population experiencing homelessness in Alameda County in the 2019 PIT count (702 individuals). Unaccompanied children, under age 18, represented less than 1% of the homeless population (29 individuals).²² These numbers represent a point in time and only include youth who were counted as sheltered in the homelessness response system or as unsheltered. During the 2019-2020 school year, public schools in Alameda County reported 4,445 homeless students, a number that includes young people under 18 who were doubled up or in hotel settings as well as those in shelter or unsheltered situations.²³

Youth who experience homelessness in Alameda County are very disproportionately African American, identify as LGBTQ and experience behavioral health issues at much higher rates than county or state residents.²⁴

²² EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

²³ Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

²⁴ Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

Table 4: Characteristics of Alameda County Homeless Youth

Characteristic	% of General Population	% of Homeless TAY Population
African-American	11% (Alameda County Youth)	63%
LGBTQ	10% (Alameda County)	42%
Experiencing mental health issues	25% (California)	43%

Source: Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

The 2019 PIT Count shows that 82% of TAY experiencing homelessness in Alameda County are unsheltered.²⁵

Transition Age Youth (TAY) experiencing homelessness have particular needs due to their stage of development, and often include youth who have been impacted by the foster care system, the juvenile justice system, or both.

Youth report a need for greater access to all resources, increased supports to maneuver through and transition from program to program within the homelessness response system, and increased youth development trainings for service providers. Youth and providers have indicated that the homelessness response system should be improved to be more welcoming to youth, that stronger housing and employment connections for youth are needed so that youth can find and sustain housing, and that increased access to youth dedicated permanent housing and long-term subsidies would significantly build capacity to serve youth.

In work done to identify the specific needs of youth for Alameda County's application to HUD's Youth Homelessness Demonstration Program (YHDP), the following issues were identified as contributing to youth homelessness in Alameda County:²⁶

- Lack of affordable housing
- Lack of supports and resources to successfully transition out of institutional systems such as foster care and the juvenile justice system and into permanent housing
- Stigma, trauma and marginalization that creates barriers to accessing resources and maintaining housing
- Risk of return to homelessness from time-limited programs, especially for African-American and parenting youth
- Symptoms related to PTSD or other mental health issues that make it difficult to navigate the homelessness system and maintain stable housing
- Lack of safety at home or in home communities due to gender identity or sexual orientation
- High risk for commercial and sexual exploitation
- Unique challenges affecting the ability of unaccompanied immigrant youth to maintain safe and stable housing
- The impacts of racism, discrimination, and institutional racism for youth of color and Black and Native American youth in particular

²⁵ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

²⁶ Alameda County Youth Homelessness Demonstration Program. Application July, 2021.

Resources for Youth

Currently, some shelter and housing inventory is set aside to meet young people's unique needs, and Alameda County's homelessness response system model for adult only households also includes specific pathways for TAY.²⁷

Additional resources currently available for TAY in Alameda County include the THP-Plus program and dedicated Continuum of Care grants.²⁸ The State of California requires that communities set aside at least eight to ten percent (in different funding rounds) of their Homeless Housing, Assistance and Prevention (HHAP) funds for the needs of Transition Age Youth. Alameda County and the CoC have used initial HHAP funding on increasing system access, additional interim housing, and services paired with housing subsidies dedicated to TAY.

In September 2021, the U.S. Department of Housing and Urban Development (HUD) awarded Alameda County CoC a \$6.5 million Youth Homelessness Demonstration Program (YHDP) grant. The funding will be used to create an in-depth plan and establish programs to meet the needs of youth at-risk of or experiencing homelessness and to work towards ending youth homelessness in the community.

Veterans

Historically, veterans have experienced homelessness at much higher rates than their proportion of the population. Recent resources and efforts have brought down the population of homeless veterans, however, they continue to be a significant part of the population. During the 2019 PIT Count in Alameda County, 692 veterans were experiencing homelessness, representing 9% of the county's homeless population. Of those, 690 were single individuals, and 79% of veterans were unsheltered.²⁹

Veterans experience additional needs and challenges based on their veteran status and, for many, their experiences in the military are linked to conditions such as Post-Traumatic Stress Disorder (PTSD). In the 2019 PIT Count survey, unsheltered veterans most frequently cited mental health issues as the primary cause of their homelessness (18%), while sheltered veterans most frequently cited a rent increase (13%) as the primary cause of their homelessness. Unsheltered veterans attributed their homelessness to job loss at nearly twice the rate as sheltered veterans (15% and 8% respectively).

Resources for Veterans

The U.S. Department of Veterans Affairs (VA) provides a broad range of benefits and services to veterans of the U.S. Armed Forces. These benefits may involve different forms of financial assistance, including monthly cash payments to disabled veterans, health care, education, and housing benefits. Assistance to obtain these resources is critical, and not all veterans qualify.

In addition to these supports, the VA and HUD partner to provide targeted housing and support services to veterans currently experiencing homelessness or at risk of experiencing homelessness. These include the VASH (Veterans Affairs Supportive Housing) and SSVF (Supportive Services for Veteran Families) programs which provide permanent subsidies with services, and transitional subsidies, shallow subsidies and prevention support to veterans and their families. These resources provide a critical piece of the homelessness response system for most veterans, though some must still

²⁷ Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

²⁸ Transitional Housing Program for young adults who exited foster care (including those supervised by Probation) on or after their 18th birthday and are not yet 24 years of age.

²⁹ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

rely on general population resources as they are precluded from accessing VA supports based on discharge status or length of service.

Older Adults

Data from the 2019 PIT Count found that 14% of Alameda County’s homeless population was over the age of 60. Thirteen percent (13%) of 2019 PIT Count survey respondents indicated that they were between 50 and 64 years old when they first experienced homelessness, and 3% were over the age of 65.³⁰

Recent national research predicts that the number of older adults experiencing homelessness will increase significantly over the next decade.³¹ This population has unique and often complex needs that require consideration in homelessness response system design.³² Geriatric conditions are common among older adults experiencing homelessness, and their health and risk of adverse impacts are comparable to housed adults who are 20 years older.³³ Services and housing that address geriatric conditions are needed for older homeless adults.

Resources for Older Adults

Recognizing that older adults often have additional and specific service needs, supportive housing for older/frail adults is included as a future inventory need for the homelessness response system as a more service-intensive version of supportive housing for formerly homeless adults who can no longer live independently. Stakeholders in the CRE process determined that our ideal homelessness response system should include enough inventory to serve 10% of adult only households with supportive housing for older/frail adults.³⁴ In addition, the model recognizes that many older adults live on fixed incomes which are often low and stagnant compared to housing costs. Dedicated affordable housing for older adults can ensure that many formerly homeless older adults will be able to live independently on fixed incomes. Alameda County’s homelessness response system model includes pathways out of homelessness for older adults through access to dedicated affordable housing from both sheltered and unsheltered homeless living situations.

People Impacted by Intimate Partner Violence (IPV)

Histories of domestic violence and partner abuse (referred to in this plan as intimate partner violence) are prevalent among individuals experiencing homelessness and can be the primary cause of

³⁰ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

³¹ “The Emerging Crisis of Aged Homelessness: Could Housing Solutions Be Funded by Avoidance of Excess Shelter, Hospital, and Nursing Home Costs?” (2019) | Culhane et al | University of Pennsylvania. <https://aisp.upenn.edu/wp-content/uploads/2019/01/Emerging-Crisis-of-Aged-Homelessness-1.pdf>

³² Geriatric Conditions in a Population-Based Sample of Older Homeless Adults (2017) | Kushel et al | *The Gerontologist*, Volume 57, Issue 4, August 2017, Pages 757–766. <https://academic.oup.com/gerontologist/article/57/4/757/2631974>

³³ Geriatric Conditions in a Population-Based Sample of Older Homeless Adults (2017) | Kushel et al | *The Gerontologist*, Volume 57, Issue 4, August 2017, Pages 757–766. <https://academic.oup.com/gerontologist/article/57/4/757/2631974>

³⁴ Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

homelessness. Survivors of intimate partner violence (IPV) often lack the financial resources required for housing, as their employment history or dependable income may be limited.

For individuals in families with children surveyed in the 2019 PIT Count, the most frequently reported cause of homelessness was family or domestic violence (26%). Six percent (6%) of respondents from the 2019 Homeless PIT Count survey reported currently experiencing domestic violence or abuse. There was no difference observed between unsheltered and sheltered respondents (6% each). Domestic violence did vary by gender, as 4% of male respondents reported current experience compared to 10% of females. While there were very few transgender and gender non-conforming respondents, 8% and 3% reported currently experiencing domestic violence, respectively.

Twenty-six percent (26%) of 2019 PIT Count survey respondents reported a history of ever experiencing physical, emotional, or sexual abuse by a relative or by a person with whom they have lived, such as a spouse, partner, sibling, parent, or roommate. This also varied by gender, with 17% of male, 40% of female, 39% of transgender, and 16% of gender non-conforming respondents experiencing domestic violence in their lifetime.

Persons fleeing or impacted by intimate partner violence (IPV) have similar needs to others experiencing homelessness when it comes to housing and services but have other needs and circumstances that make their engagement with the homelessness response system even more challenging. Most victims of IPV often do not have access to unmonitored technology, making seeking help and client follow-ups difficult.

The COVID-19 pandemic has impacted IPV providers and programs significantly and the population fleeing violence that they serve.

- Crisis hotlines have seen a 30-70% increase in calls³⁵
- Some providers are reporting increases of up to 150% in requests for mental health services (from 44,000 to 109,000)
- To address health concerns and follow COVID-19 protocols, shelter capacity including in domestic violence shelters has been decreased, and leaving some providers to serve between 30-50% fewer clients

These impacts have made access to the kind of support survivors need, including temporary crisis assistance, affordable housing, and supportive housing even more difficult. The Alameda County Health Care Services Agency's Office of Homeless Care and Coordination, Building Futures, Family Violence Law Center, and Eden I&R 211 have created a program design to establish a parallel and connected Coordinated Entry System for survivors of domestic violence, sexual assault, and human trafficking in Alameda County so they can better access needed support services, health care, and housing resources to begin to live a life free from abuse and homelessness.

Resources for Survivors of Intimate Partner Violence (IPV)

Resources for programs that meet the needs of survivors of IPV include dedicated shelters and transitional programs. Since COVID-19, Project Roomkey was created to use hotels to provide non-congregate shelter for people who are homeless and at high risk for complications from the disease. The Marina Village Inn in the City of Alameda provided 51 rooms of temporary shelter for women and children to allow for decompression of Domestic Violence shelters (to comply with COVID-19 protocols). These guests, as other Roomkey guests, are now prioritized for permanent housing.

³⁵ Family Violence Law Center. Presentation to the Alameda County Board of Supervisors. "Gender-Based Violence COVID-19 Coordinated Response." October 25, 2021.

The 2021 HUD-funded Emergency Housing Voucher program, also part of the COVID-19 relief effort, includes a partnership with victim services providers and a set-aside of 87 vouchers for survivors of violence. Voucher recipients will also be provided tenancy sustaining support services, including coaching for independent living and community integration. A new grant from HUD specifically for setting up Coordinated Entry to serve survivors will increase access to the rest of the homelessness response system resources.

People with Behavioral Health Needs

According to the 2019 PIT Count, adults with serious mental illness (SMI) comprised nearly one-third (32%) of Alameda County's homeless population, compared to 29% in 2017 and 18% in 2015. As reflected in the overall homeless population, close to 80% of homeless adults with SMI were unsheltered. The most frequently reported health conditions among survey respondents were psychiatric or emotional conditions (39%), followed by post-traumatic stress disorder (30%) and substance use (30%). Twelve percent (12%) of PIT Count survey respondents cited the primary event or condition that led to their current homelessness as mental health issues, and 10% said substance use issues. Twenty-one percent (21%) indicated that mental health services might have helped them retain their housing and 38% cited the need for behavioral health services (e.g., mental health and substance use counseling).

Structural racism and racial disparities in homelessness contribute to and exacerbate mental health needs. A wide body of research points to links between racial discrimination and negative effects on mental health.³⁶ Additional research also links the adverse impacts of experiencing homelessness such as stress, anxiety, isolation, and sleep loss to worsening mental health problems.³⁷ An analysis of people experiencing unsheltered homelessness in Alameda County that had encounters with street outreach indicates that nearly half (48%) are particularly vulnerable due to advanced age and/or one or more health or behavioral health conditions including mental health and substance use disorders.³⁸

California's Department of Health Care Services (DHCS) recently conducted a needs assessment for behavioral health care services statewide and surveyed consumers and family members on needed housing supports. Many of the comments corresponded closely to the Alameda County CRE report findings. Unmet needs cited as priorities included:

- Additional housing capacity, due to low vacancy rates and lack of affordability
- Additional supportive housing options for adults that provide wraparound behavioral health services, such as Full Service Partnerships
- Additional capacity in longer-term adult residential facilities, sober living and recovery residences

³⁶ American Public Health Association. Structural Racism is a Public Health Crisis. APHA Policy Statement. October 24, 2020. <https://www.apha.org/policies-and-advocacy/public-health-policy-statements/policy-database/2021/01/13/structural-racism-is-a-public-health-crisis>

³⁷ Mental health problems are often a consequence—not a cause—of homelessness. KALW San Francisco. Published December 7, 2016. <https://www.kalw.org/show/crosscurrents/2016-12-07/mental-health-problems-are-often-a-consequence-not-a-cause-of-homelessness#stream/0>

³⁸ From a 2021 Analysis of SHIE and HMIS data for unsheltered persons with a street outreach contact.

- Efforts to address barriers to building or siting housing for individuals living with mental health issues and individuals living with substance use disorders (SUD), and to ensuring that housing providers are willing to accept behavioral health clients³⁹

Resources for Those with Behavioral Health Needs

Alameda County (through Alameda County Behavioral Health and Berkeley Mental Health) receives specific funding to meet the needs of homeless and formerly homeless people with behavioral health needs. This includes Mental Health Services Act (MHSA) funding, which supports 13 Full Service Partnership contracts (representing \$31m) with behavioral health providers. Full Service Partnerships provide intensive services and supports and coordinate access to housing, education, and employment for formerly homeless people with severe mental illness (SMI). The State's No Place Like Home program provides funding for housing dedicated for people with SMI and Alameda County has secured \$129m. For several years the Whole Person Care program provided significant support for housing and for navigation and tenancy sustaining services. As this resource transitions to CalAIM, Alameda County is working with health plans to continue to provide these community-based services and to provide some of the clinical and other supports for supportive housing.

People Impacted by Criminal Justice System Involvement

Nine percent (9%) of respondents to the 2019 Homeless PIT Count survey reported being on probation at the time of the survey, and 3% reported being on parole.

Homelessness and incarceration are often correlated. Individuals without stable housing are at greater risk of criminal justice system involvement, particularly those with mental health issues, veterans, and youth. Individuals with past incarceration face significant barriers to exiting homelessness due to stigmatization and policies affecting their ability to gain employment and access housing opportunities. Research has found that formerly incarcerated people were almost ten times more likely to experience homelessness than the general public.⁴⁰

Structural racism and widespread racial discrimination have resulted in stark racial disparities in the criminal justice system as people of color are more often targeted, profiled and arrested for minor offenses, especially in high poverty areas. A criminal history can be a barrier to securing both housing and employment, and rates of homelessness among people exiting jails and prisons is high as they often face significant challenges accessing safe and affordable housing.⁴¹

Focus groups of people with lived experience of homelessness convened to inform Alameda County's original homelessness response system model (detailed in the CRE report) discussed how incarceration impacted their ability to find and keep housing. While incarceration is a barrier to housing and employment for anyone, the well-documented mass incarceration of Black, Latinx, and other people of color means that incarceration is a barrier to housing that is disproportionately impacting people of

³⁹ State of California Department of Health Care Services, Assessing the Continuum of Care for Behavioral Health Services in California Data, Stakeholder Perspectives, and Implications, January 10th, 2022

⁴⁰ EveryOne Counts! Alameda County Homeless Count & Survey. Applied Survey Research (ASR). 2019.

⁴¹ National Alliance to End Homelessness. Homelessness and Racial Disparities. <https://endhomelessness.org/homelessness-in-america/what-causes-homelessness/inequality/>

color. Focus group participants also highlighted the impact of structural racism in systems such as mass incarceration, and how involvement in these systems makes it difficult to increase income.⁴²

Resources for Formerly Incarcerated People

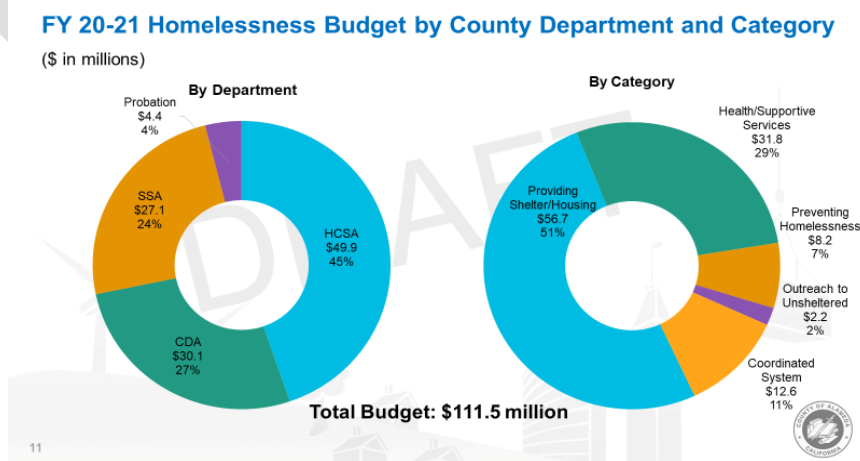
Currently, the Probation Department receives direct funding for Rapid Rehousing and transitional housing programs for people re-entering the community from incarceration (reentry).

In May 2020, the Alameda County Board of Supervisors directed the Alameda County Health Care Services Agency Behavioral Health Department to develop a plan to reduce the number of incarcerated individuals with behavioral health conditions within the jail. The multi-year plan, estimated to cost \$50 million, includes extensive stakeholder engagement, internal county department research, and consultation. One primary area of focus is to strengthen connections between and across sectors to close any gaps and improve post-release service participation. Strategies include expansion of access to urgent care and crisis services, expansion of forensic linkage programs, and development of a Transition Age Youth Full Service Partnership. The plan will prioritize the care of “high utilizers” of county behavioral health and county forensic services to ensure that justice involved people are connected to appropriate treatment and facilities, and are able to access short term housing, permanent housing and board and care facilities.

6. Resources, Gaps and Allocation Plan

Today, homelessness in Alameda County is addressed through a wide variety of both homeless-targeted and general population resources from federal, state, and local government funds as well as private sources. In FY 20-21, the estimated Maintenance of Effort (MOE) budget for funds identified and allocated toward the homelessness response system just for the county exceeded \$110 million. This does not include funding that cities invest directly in their own efforts or in nonprofit programs, nor private dollars that nonprofit organizations raise. It is estimated that all together the resources in the homelessness response system annually are closer to \$183 million, apart from one-time COVID funds.

Figure 6. FY 20-21 Homelessness Budget by County Department and Category

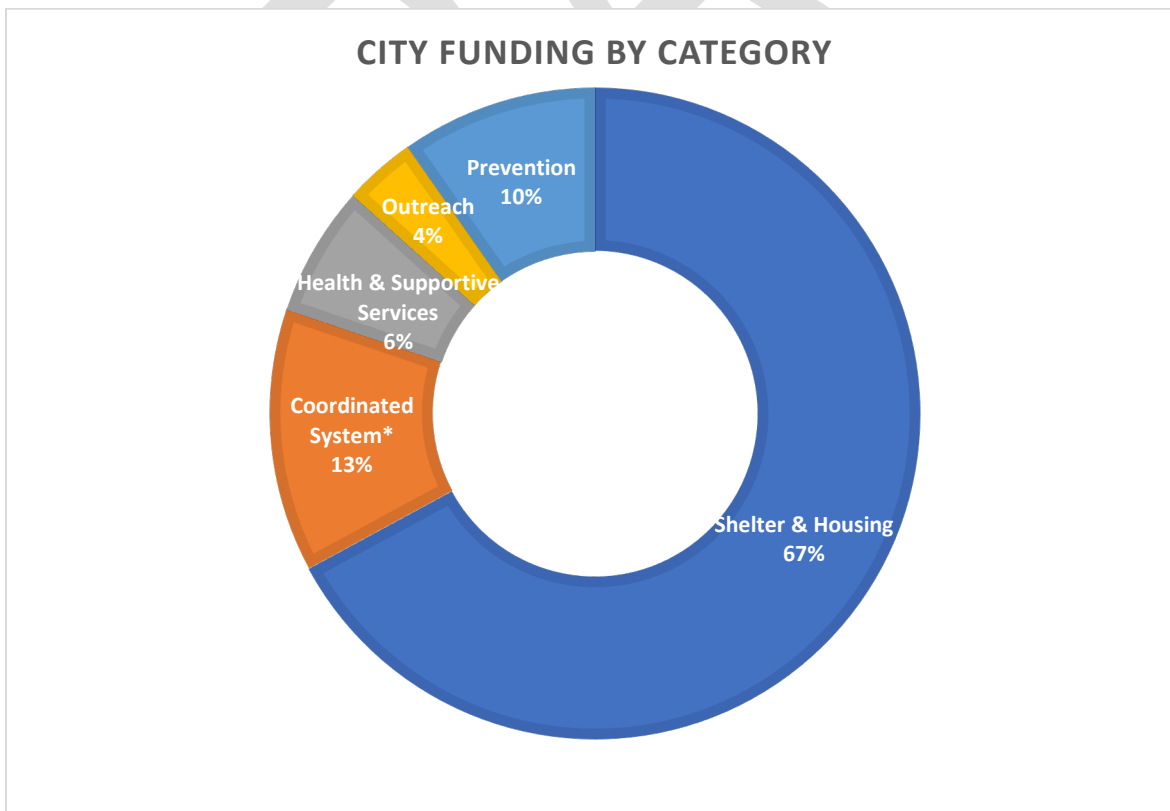


⁴² Oakland-Berkeley-Alameda County Continuum of Care. Centering Racial Equity in Homeless System Design. January 2021. <https://everyonehome.org/centering-racial-equity/>

In FY20-21, Cities across Alameda County collectively allocated \$73 million in funding to address homelessness across the categories of shelter and housing, coordinated system, health and supportive services, outreach, and prevention.

Figure 7. FY 20-21 City Homelessness Budgets

City	DIRECT Federal/State/ County	City General Fund	Total FY20-21 Homeless Funding	% of Total
Oakland	\$24,170,000.00	\$8,130,000.00	\$32,300,000.00	44%
Berkeley	\$20,729,241.00	\$4,458,540.00	\$25,187,781.00	35%
Hayward	\$3,944,207.00	\$2,030,740.00	\$5,974,947.00	8%
Fremont	\$3,188,373.58	\$1,847,336.42	\$5,035,710.00	7%
Alameda	\$936,971.00	\$189,856.00	\$1,126,827.00	2%
Livermore	\$456,661.00	\$490,547.00	\$947,208.00	1.30%
Union City	\$190,726.00	\$341,132.00	\$531,858.00	0.73%
Albany	\$395,000.00	\$53,000.00	\$448,000.00	0.62%
San Leandro	\$258,206.00	\$121,000.00	\$379,206.00	0.52%
Emeryville	\$0.00	\$368,500.00	\$368,500.00	0.51%
Pleasanton	\$0.00	\$275,000.00	\$275,000.00	0.38%
Dublin	\$0.00	\$37,338.00	\$37,338.00	0.05%
Total	\$30,099,385.58	\$42,512,989.42	\$72,612,375.00	100%



To achieve the needed level of expansion will take a significant investment of new resources. Some of these resources could come from increases in federal supports and from state investment in expanding affordable housing and ending homelessness.

With resources from a notable budget surplus, the State of California has recently committed to a one-time investment of more than \$12 billion in homelessness and another \$10.3 billion in affordable housing.⁴³ As a result, Alameda County and the City of Oakland anticipate new funds from the state Homeless Housing, Assistance and Prevention (HHAP) grant, and potentially from Project Homekey and other new programs such as the Encampment Resolution Funds and Family Homelessness Challenge Grants.

These new funds will build on investments already in the inventory pipeline for homeless housing units from the state's No Place Like Home program and Alameda County's Measure A1, which contribute to new housing units set to open in the first few years of the Plan.

Due to the advent of COVID-19, a range of one-time funds to provide shelter and housing have also already been put to work. The federal FEMA program, state Project Roomkey and matching local funds opened hundreds of hotel rooms for people impacted by or at risk of COVID-19, and the state's Project Homekey and federal Emergency Housing Vouchers have helped transition some of these hotels to permanent housing while providing housing vouchers for 900 people experiencing homelessness. The investment from these programs has expanded capacity for more than 1,300 people in permanent housing, just from the initial allocations through 2021.

This unprecedented infusion of funding will help to jump start the Plan goals for both housing and shelter expansion, but the one-time nature of most the funding and the growing gap in the later years of the plan still leave a significant gap that will need to be filled. Locally generated resources will be needed along with sizeable expansions in federal resources. In particular, it will be extremely challenging to meet the dedicated affordable housing goal in this Plan without a significant expansion of federal Housing Choice Vouchers with specific targets for people currently experiencing and at high risk of homelessness.

In addition to the need for significantly more funding and resources to expand housing and program capacity, resources will need to be distributed throughout the County, aligned to these joint goals and with built-in accountability. In 2021, representatives from cities and county agencies proposed a method for allocating funds that pass through the county, intended for homelessness response. [See Appendix B.]

Because the county is a direct recipient of many funds and has the ability to support efforts throughout the entire geography, Alameda County and CoC partners will coordinate a countywide effort to leverage city and county resources. The cities will play a critical role, both through the provision of local, and some dedicated federal and state resources, and as overseers of land use planning for shelters and permanent housing. Together these partners will work to align efforts and stretch both the existing resources and new funding as it emerges.

Project funding through this collaborative allocation plan will be directed to programs meeting the performance goals outlined in this Plan, and programs that show a plan for targeted capacity in small, emerging and/or BIPOC led (and serving) agencies, and new innovative programs.

⁴³ Governor Newsom Signs Historic Housing and Homelessness Funding Package as Part of \$100 Billion California Comeback Plan. (July 19, 2021). <https://www.gov.ca.gov/2021/07/19/governor-newsom-signs-historic-housing-and-homelessness-funding-package-as-part-of-100-billion-california-comeback-plan/>

Completing a full inventory of current and anticipated resources is a next step to access state funding and to track investments in the Plan. Resource tracking will be reported annually. The county and city partners will create implementation plans with two-year cycles including anticipated investments and timelines for unit and program creation, which will be updated and reported during each two-year cycle.

7. Conclusion

The Home Together 2026 Community Plan is the result of bold visioning and commitment across all county stakeholders to look critically at what is happening today in Alameda County's homelessness response system, and to recognize that without significant new investment and effort, homelessness will not decrease and will in fact continue to grow. The human cost of continued widespread homelessness, and the vast racial disparities among those most impacted, are not acceptable. The situation requires unprecedented coordination, commitment, and investment.

To reverse the trend and make dramatic progress on reducing homelessness, the Home Together 2026 Community Plan adopts bold, ambitious, and measurable goals, both for reducing homelessness and for achieving greater racial equity. The Plan builds from results of system modeling and racial equity analysis to lay out new program models and pathways to help people back into housing. To bring these new programs and solutions into being will take committing every available dollar from the county and its partners in ways that uphold performance and invest in working and desired models. The countywide allocation plan envisions alignment between the county, cities, and other funders to make these investments possible.

The community adopts this Plan and vision at a time when the future is uncertain. New resources, both one time and ongoing, received in 2021 and anticipated in the future provide the foundation for achieving the Plan, but alone are not enough to realize its vision. The response to COVID-19 has shown that the community can pull together and can work at speeds we have not seen before; a strong foundation to build from. However, we face continuing challenges including uncertainties from COVID-19, unpredictable housing markets and future state, federal and local budgets, and an overtaxed public and non-profit sector with significant capacity needs.

These opportunities and challenges require sustaining a level of unprecedented collaboration and coordination, building on the progress made during the last two years and through COVID-19 to unify the community response and to build an aligned response system. With these commitments and agreements for joint accountability we will, by 2026, be home, together.

APPENDICES

- A. Glossary of Terms
- B. Detail on County Allocation Plan
- C. System Model Overview and Update
- D. System Modeling 5-Year Dashboards for Adult and Family Households
- E. Acknowledgements

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Appendix A. Glossary of Terms

Key Terms and Definitions

Adult Only Household: Represents one or more adult(s) experiencing homelessness together without minor children.

BIPOC: Black, Indigenous and people of color

Continuum of Care (CoC): A regional or local planning body that coordinates housing and services funding for homeless families and individuals.

Coordinated Entry System: Alameda County's Coordinated Entry System is used to connect residents experiencing homelessness to resources in our county's homelessness response system.

Emergency Shelter: Any facility that provides temporary shelter for people experiencing homelessness.

Homeless Management Information System (HMIS): A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

First time homelessness (or new homelessness): A person or household who has lost housing and become homeless for the first time.

Homelessness Response System Model: A model for the optimal homelessness response system that effectively and equitably allocates resources and prioritizes investments to end homelessness.

Homeless: People who are residing in emergency shelter, transitional housing, on the street, or in another place not meant for human habitation.

Household with minor children: Represents one or more adult(s) experiencing homelessness together with minor children.

Housing Inventory Count (HIC): Required by HUD, the HIC is a point-in-time inventory of all of the dedicated beds and units within a Continuum of Care's homeless services system, categorized by type of project and population served.

Inflow: The number of people entering the homeless services system each year. Inflow is not synonymous with the number of people newly experiencing homelessness, as it also captures people with previous episodes of homelessness and homeless people with unmet needs carrying over from the previous year.

Non-congregate Shelter: Locations where each individual or household has living space that offers some level of privacy such as hotels, motels, or dormitories.

Housing Choice Vouchers: Funded by the U.S. Department of Housing and Urban Development, Housing Choice Vouchers assist low-income families, or those with disabilities, in finding safe and affordable housing in the private market. Local Public Housing Agencies issue Housing Choice Vouchers to qualified families.

Housing Navigation: Housing Navigation involves helping a household that is homeless develop a housing plan, address the barriers identified during the plan, and acquire documentation and complete forms required for housing.

Housing Pathway: The set of programs and resources expected to be used by a household experiencing homelessness in order to be temporarily sheltered and to become permanently housed. The modeling for the

Home Together 2026 Community Plan uses assumptions about a variety of different housing pathways to determine the resource needs and gaps.

Housing Problem Solving: Housing Problem Solving is an approach to help homeless households use their strengths, support networks, and community resources to find housing; a person-centered, housing-focused approach to explore creative, safe, and cost-effective solutions to quickly resolve a housing crisis.

Housing Resource Center: Dedicated Housing Resource Centers (also referred to as “Access Points”) are located throughout Alameda County and are locations where people experiencing homelessness can connect with available resources and services.

Long-Term Subsidy: A housing subsidy of long-term (more than five years) or unlimited duration that continues typically as long as the receiving household remains eligible based on income.

Older Adults: Adults aged 55 and older; also referred to as Seniors.

Permanent Supportive Housing (PSH): Permanent subsidized housing based on income and services to keep tenants in stable housing. In this Plan PSH is referred to as supportive housing.

Point in Time (PIT) Count: An unduplicated one-night estimate of both sheltered and unsheltered homeless populations (to be distinguished from the number of people experiencing homelessness annually).

Project Homekey: Through Project Homekey the state awards funding that allows municipalities to purchase and rehabilitate hotels, motels, vacant apartment buildings and other properties, and convert them into permanent, long-term housing.

Project Roomkey: Established in March 2020 as part of the state response to the COVID-19 pandemic, the purpose of Project Roomkey is to provide non-congregate shelter options for people experiencing homelessness, protect human life, and minimize strain on health care system capacity.

Racial Equity: The systemic fair treatment of people of all races that results in equitable opportunities and outcomes for everyone. All people are able to achieve their full potential in life, regardless of race, ethnicity, or the community in which they live.

Racism: A belief that [race](#) is a fundamental [determinant](#) of human traits and capacities and that racial differences produce an inherent superiority or inferiority of a particular race; behavior or attitudes that reflect and foster this belief.

Rapid Re-Housing (RRH): Time-limited rental subsidy and support services with the intention of the household taking over lease and sustaining on their own.

Sheltered homelessness: A person experiencing homelessness who is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangement.

Results Based Accountability: A framework that uses a data-driven, decision-making process to help communities and organizations identify population level results and monitor their programs' performance in order to determine how to improve their impact on the clients they serve.

Returns to homelessness: The rate at which people who have been homeless and become rehoused lose that housing and return to the homelessness response system.

Shallow Subsidy: A housing subsidy that is typically less than the amount of a full or deep subsidy such as a Housing Choice Voucher, and which is usually calculated at a flat monthly amount or a specific percent of rent. Shallow subsidies can be time limited or can be indefinite.

Street Health Outreach: Street Health Outreach teams provide access to care that meets the unique needs of people experiencing homelessness through regularly scheduled outreach services offered to unsheltered people living in homeless encampments, vehicles, and RVs. Street Health Outreach teams engage people living on the streets with highly accessible, patient-centered care. They strive to build relationships that lead to long-term health through connections to primary care, social services, housing, and other resources.

Structural Racism: A system in which public policies, institutional practices, cultural representations, and other norms work in various, often reinforcing ways to perpetuate racial group inequity.

System Performance Measure: Measures defined by HUD to evaluate and improve homeless assistance programs by understanding how programs are functioning as a whole and identifying where improvements are necessary.

Transition Age Youth (TAY): Youth between the ages of 18 and 24.

Unsheltered homelessness: A person with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Acronyms Used in the Home Together 2026 Plan

BIPOC: Black, Indigenous and People of Color

CoC: Continuum of Care

CRE: Centering Racial Equity (from the report [Centering Racial Equity in Homeless System Design](#))

DHCS: California's Department of Health Care Services

EOH: EveryOne Home

HCSA: Health Care Services Agency

HHAP: Homeless, Housing Assistance Program

HIC: Housing Inventory Count

HMIS: Homeless Management Information System

HRC: Housing Resource Center

HUD: US Department of Housing and Urban Development

IPV: Intimate Partner Violence

LGBTQ: Lesbian, gay, bisexual, transgender, queer/questioning

OHCC: Alameda County's Office of Homeless Care and Coordination

PIT: Point-In-Time

PSH: Permanent Supportive Housing

PTSD: Post-traumatic stress disorder

RBA: Results Based Accountability

RRH: Rapid Re-Housing

SMI: Serious Mental Illness

SUD: Substance Abuse Disorder

TAY: Transition Age Youth

TH: Transitional Housing

THP: Transitional Housing Program

UIY: Unaccompanied Immigrant Youth

VA: U.S. Department of Veteran's Affairs

YHDP: Youth Homelessness Demonstration Program

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Appendix B. Detail on County Allocation Plan

Framework for City-County Partnership on Resources to End Homelessness

Adopted on [February 24, 2022](#) at the joint meeting of Alameda County Board of Supervisors and Alameda County Mayors

Preamble:

The Alameda County Board of Supervisors and Mayors across the county's fourteen cities are committed to ending homelessness. We recognize that homelessness is a regional problem that requires a regional solution, with coordinated leveraging of city and county resources.

Alameda County is the jurisdiction best equipped to coordinate an overall, countywide effort, for the following reasons:

- While cities have increased local spending on homelessness to historic levels over the past several years, many of the largest sources of real and potential funding to address homelessness are administered primarily at the county level, including Continuum of Care (CoC) and other federal funding; state Homeless Housing, Assistance, and Prevention (HHAP); and other dedicated health and social services funding.
- In California, counties are the seat of the social safety net system and administer Medi-Cal, mental health, public health, and substance use disorder programs, CalFresh, and other federal and state welfare benefits. Ending homelessness, especially for people with high needs, requires a holistic, whole-person approach that draws on all these programs.
- Alameda County administers a Social Health Information Exchange and associated Community Health Record that facilitates whole-person care through data and care coordination across housing and health care providers.
- Alameda County manages the Coordinated Entry System, the federally-mandated mechanism for allocating homeless housing, shelter, and services.
- Alameda County administers the Homeless Management Information System (HMIS), the source of data for homelessness response system outcomes reporting to the federal and state governments.

The cities also play a critical role in ending homelessness through the provision of local and dedicated federal and state resources, and as overseers of land use planning for shelters and permanent housing. Cities have innovated programs and services and their capacity to fund/augment programs must be considered alongside local and regional priorities.

This document provides a framework to address shared jurisdictional priorities and resource capacity while acknowledging the county as the leader in coordinating regional funding initiatives aimed at ending homelessness. The framework is built on a countywide strategic plan to address homelessness and to reduce racial and ethnic inequities among people experiencing homelessness.

Framework:

Federal regulations and state law (AB 140) now both tie homeless funding levels to demonstrated progress toward reduction of homelessness using Federal System Performance Measures (HUD

measures). Alameda County partners plan to meet these requirements by executing the Home Together 2026 Community Plan, the Community's strategic plan to implement the recommendations in the Centering Racial Equity in Homeless System Design report.

Existing Programs/Projects:

- In order to be eligible for homelessness funding that originates or passes through Alameda County, a homelessness program must demonstrate how it meets the measurable performance goals outlined in the Home Together 2026 Community Plan. Alameda County, through its procurement mechanisms and based on funding regulations, makes the final determination of program eligibility for county-administered funding, which will be allotted to each CoC-defined region of the county proportionally to that region's share of the county's overall homeless population as per the most recent federal Point-In-Time Count (PIT).
- To best leverage city resources during each funding cycle, the county will provide to representatives from each region-city a list or "menu" of the services or programs it will be considering for county-allocated funding: specifically, the existing (or new) types of projects the county plans to invest in either because they clearly meet the recommendations in the Centering Racial Equity report/Home Together 2026 Community Plan, or because they are meeting clear performance thresholds in reducing homelessness.
- A city or region⁴⁴ can recommend programs to be considered for county-administered funds. Projects must:
 - Demonstrate how they already meet performance goals in the Home Together 2026 Community Plan; OR
 - Show a plan for targeted capacity (for small, emerging and/or BIPOC led (and serving) agencies or new, innovative programs), AND
 - Agree to:
 - Participate in county referral systems that prioritize vulnerable people for the most intensive services;
 - Use a "Housing First" approach;
 - Provide data in HMIS or, for domestic violence service providers, an equivalent data system
- Programs and referrals will reflect consumer choice and geographic ties.
- Projects currently receiving county-administered funding that meet performance benchmarks will receive priority consideration (within applicable procurement guidelines) for future County administered funding, with the goal of preventing disruptions in service. Similarly, if a city's direct allocation of state or federal resources is one-time or discontinued, projects funded by such sources that meet performance benchmarks will also receive priority consideration to prevent service disruption and any reduction in systemwide capacity.

⁴⁴ A "region" can be either:

- a. The grouping of cities and unincorporated areas of the county as currently defined by the CoC for the purposes of Coordinated Entry implementation; OR
- b. Two or more cities that, by formal MOU or contract, decide to partner together to provide a particular service or administer a particular program.

- If a program is not found to be eligible for funding or fails to meet performance benchmarks, the city and county work together on a transition plan for impacted participants.
- When measuring the performance of a candidate program/project, the county will:
 - Utilize data entered into the Homeless Management Information System (HMIS) as the chief data source.
 - Weight programs by vulnerability of the population the project serves. This could be accomplished by, among other things, cross-walking the households in the project's roster to their vulnerability score on Coordinated Entry assessments or to other information on vulnerability recorded in the Social Health Information Exchange.

New Projects/Programs:

- Cities or regions will be primarily responsible for “seed funding” for new projects. If the new project/program can meet a benchmark performance measure consistent with the Home Together 2026 Community Plan over the ensuing two years, the county agrees to prioritize it for future funding or match, if consistent with procurement requirements.
- The county agrees, at the request of the city or region, to consult with the city/region before it launches a new program, in order to confer on how that program can be best positioned to become eligible for future funding.
- If the County is successful in drawing down HHAP “bonus funding” pursuant to AB 140, the county may use some of its “bonus funds” from the state:
 - To match new city proposed programs/projects in the future;
 - To make targeted efforts to resolve encampments in the most-impacted census tracts in the county.

Appendix C. System Modeling Overview and Update

In 2019-2020 through the process of developing the Centering Racial Equity in Homeless System Design (CRE) report and recommendations for Alameda County’s homelessness response system, Abt Associates, a HUD technical assistance provider, worked with local CoC stakeholders to model an optimal homelessness response system through a system modeling process. Data on system usage was analyzed and extensive focus groups were conducted with people with lived expertise and representing populations served by the homelessness response system in order to develop recommendations about pathways to housing and system inventory needs for various household types and subpopulations. More on this system modeling process and recommendations can be found in the 2021 [Centering Racial Equity in Homeless System Design](#) report and appendices.

The homelessness response system model developed for the CRE process was updated in 2021 to inform the Home Together 2026 Community Plan. Updates to the system model included:

- The decision to propose more shelter in addition to permanent housing, to rapidly reduce unsheltered homelessness. This was not addressed in the original system modeling but was highly recommended by the Strategic Planning Committee and jurisdictional partners;
- The decision to model for a decrease in new entries into homelessness by the end of the planning period, with an increased investment in prevention;
- Updates to length of time spent in shelter to more accurately reflect current conditions and impacts of future investments; and
- Updates to certain cost assumptions based on current data.

System Modeling Data Updates

In order to conduct this system modeling update, Abt Associates worked with local partners from the Alameda County CoC including the Alameda County Health Care Services Agency’s Office of Homeless Care and Coordination, EveryOne Home and All Home. The table below details the indicators reviewed by the Data Committee for the 2021 modeling update and reflects any changes to the data used to inform the updated system model.

Indicator	Data Used in Original System Modeling	Data Used in 2021 Update	Data Source	Data Timeframe	Justification
Number of Homeless Households (HH) in the Homelessness Response System	12,005 Adult Only (AO) HH 985 HH with children	Same	Annualized PIT Count	2019 (PIT Count)	In original System modeling stakeholders agreed on using annualized PIT count to ensure that unsheltered were accounted for. Since more recent PIT Count data was not available, the 2019 annualized estimate was used in the system modeling update.

Indicator	Data Used in Original System Modeling	Data Used in 2021 Update	Data Source	Data Timeframe	Justification
Annual Percentage of Households Remaining Homeless	Baseline was 63% for AO and HH with minor children	AO HH: 64% HH with minor children: 67%	HMIS	Updated System Model: FY 2021 Original System Model: PIT self-reported data on length of time homeless	Rates were calculated based on numbers served (in the current data set).
HH Served That Led to an Exit From the System	37% served used for both AO and HH with minor children	AO HH: 36% HH with minor children: 33%	Updated system model: July 1, 2020 – June 20, 2021 Original system model: 2019	HMIS	From the original System Model “63% homeless more than a year” this was used to get to the 37% exited as the difference – 63% remained and the rest exited.
Annual % Increase in Homeless Households (returns to homelessness + first time homeless)	20%	20% (Year 1) 10% (Year 2) 0% (Year 3) -10% (Year 4) - 10% (Year 4)	2017 + 2019 PIT Count	County FY (July-June)	Estimate was developed for the original model, looking at the rate of PIT increase 2015-2017 (39%) and 2017-2019 (42%). This was used to estimate an annual increase of 20%. In the update, a more specific growth and decline rate were used that assumes continuing increases in the first years followed by modest declines.

Indicator	Data Used in Original System Modeling	Data Used in 2021 Update	Data Source	Data Timeframe	Justification
% of Baseline Homeless Population (HH) That are Considered First Time Homeless	AO HH: 45% HH with minor children: 43%	AO HH: 31% HH with minor children: 26%	2021 update used HMIS Original System Modeling used 2019 PIT Count data	July 1, 2020 – June 30, 2021 (HMIS) 2019	HMIS data provided a more detailed and accurate look at new homelessness.
Shelter Cost Assumptions	\$70/ bed night for congregate shelter	\$85/ bed night is used as an estimate for all shelter units	Estimate of costs taking congregate and non-congregate shelter costs into account	n/a	Congregate shelter cost estimate remains unchanged from 2019 system modeling. Non-congregate shelter is new to our homelessness response system as of 2020.
Baseline Length of Shelter Stay (LOS)	AO HH: 90 days HH with minor Children: 90 days	AO HH: 5 months HH with minor children: 7 months	For 2021 update, estimate is based on HMIS data for “leavers” For 2019 model, 90 days was an aspirational LOS	For 2021 update: July 2019 - June 2020	Changed to use more reflective LOS data instead of the target stay.
Shelter Inventory	1,335 Emergency Shelter Units	AO HH: 1648 units HH with minor children: 137 units	2021 data: 2021 HIC + additional inventory 2019 data: 2019 HIC + additional inventory	Housing Inventory Count (1/27/2021)	Includes non-congregate shelter additions. Leaves out all seasonal shelter. Reduces some of the capacity in the congregate shelters (per changes due to COVID-19). Does not include transitional housing.

Indicator	Data Used in Original System Modeling	Data Used in 2021 Update	Data Source	Data Timeframe	Justification
Housing Inventory Turnover Rate	8% turnover rate used for Permanent Supportive Housing (PSH) 5% turnover rate used for Dedicated Affordable and Shallow Subsidy programs	Same	FFY 2019	HMIS, APR report	Rates for PSH based on current information and did not change. Rates for new program models were predictions based on estimates for PSH.

System Modeling Data Update Notes

- Unless new data was available and could be justified for use, data, assumptions, and estimates used in the system modeling update maintained what was used for original Alameda County homelessness response system modeling (more detail available in the CRE report).
- All indicators used were defined for households with adults only as well as households with minor children.
- Housing inventory was only “counted” in the model when it has been occupied/leased up.
- Dashboard tables were presented in rounded numbers where possible.
- Turnover is calculated in the model and only new/recurring investments are added to the model.
- The system model only captures resources dedicated to the homelessness response system; it does not account for services and resources from behavioral health, criminal justice, child welfare systems, etc. unless resources are dedicated for individuals experiencing homelessness.

System Modeling Scenario Updates

The scenarios in the original system modeling compared two different system responses that considered anticipated need throughout the system as well as existing racial disparities. The updated system modeling used the information about current homelessness response system outcomes and the suggested pathways out of homelessness designed by the CRE process to make estimates about the programs and inventory needed to achieve an optimal homelessness response system that has the capacity to serve the needs of everyone experiencing homelessness within the next five years. The update used this information to explore three potential scenarios that respond to various external influences:

- **Scenario 1 – Steady Continued Increases in the Annual Number of People Experiencing Homelessness:** Growth at the same level as the four years prior to 2019 PIT Count (on average 20% increase in new homelessness per year). To meet the needs of all households in the homelessness response system takes a very significantly increased response.
- **Scenario 2 – Dramatic Increase in the Number of People Experiencing Homelessness:** New homelessness grows at an unprecedented rate (20% to 40%) in Year 1 of the model (2022) due

to the impacts of COVID-19 and as eviction moratoria are lifted, and then rates of inflow into homelessness continue as predicted in Scenario 1 (20% annual increase in years 2 and beyond). Meeting this need takes an extraordinary level of response that is not likely to be achievable over a five-year period.

- **Scenario 3 – Gradual Decrease in the Number of New People Experiencing Homelessness:** New homelessness experiences a similar increase to the past several years in Year 1 (2022) (a 20% increase in new homelessness), and then begins to decrease to a 10% increase in new homelessness in Year 2 (2023) and continues to decrease by -10% in Years 4 (2025) and 5 (2026). Meeting this need takes a significantly increased response including a focus on prevention, though the total resources needed are not as large as in Scenario 1 and Scenario 2.

The system modeling outputs for this Plan focus on Scenario 3 [see Appendix E. System Modeling 5-Year Dashboards for Adult and Family Households], as this scenario reflects the community's understanding of the importance of making prevention resources available before people lose their housing and addressing homelessness before it starts whenever possible to reduce the rate of new homelessness. If new homelessness increases beyond the modeling predictions, the gap between what our existing system is able to offer and what is needed to serve all homeless households in our system will be greater, and more costly to fill.

Appendix D. System Modeling 5-Year Dashboards for Adult and Family Households

The system modeling was conducted as two separate models, based on household types and different assumptions about likely pathways, and then brought together in a summarized form. Unless otherwise noted, the Home Together 2026 Community Plan presents the information in summary form covering both household types, adult only households and households with minor children.

The tables below show the initial system modeling by household type using the scenario which includes a modest projected decrease in new homelessness over 5 years and a significant increase in investment into the homelessness response system (resulting in an estimated 0% unmet need by Year 5).⁴⁵

Households with Adults Only

5-Year Inventory Needs, Households with Adults Only						
	Baseline Inventory (2021)	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
HP/Rapid Resolution	53	130	152	173	244	216
Crisis Response (ES, TH, SH)	1,648	2,562	3,221	2,964	1,652	1,253
Transitional Housing for Youth	153	104	121	138	195	173
Rapid Re-Housing	427	1,120	1,305	1,488	2,100	1,857
Supportive Housing (PSH)	2,736	3,351	4,054	4,837	6,013	6,914
Supportive Housing (PSH) for older/frail adults	0	521	1,086	1,691	2,532	3,194
Dedicated Affordable Housing	0	1,459	3,085	4,869	7,359	9,411
Shallow Subsidies	0	677	1,432	2,260	3,416	4,368
Total Permanent Housing Units Needed Annual	2,736	6,008	9,657	13,657	19,320	23,887
New Units Needed Each Year		3,272	3,649	4,000	5,663	4,567

⁴⁵ Source: Source: CA-502 System Model, Abt Associates, 1/20/22

5-Year Inventory Costs (operations only, not development), Households with Adults Only						
	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	5-Year Total
HP/Rapid Resolution	\$2,340,000	\$2,818,080	\$3,303,643	\$4,799,257	\$4,375,978	\$17,636,958
Crisis Response (ES, TH, SH)	\$79,550,100	\$103,012,412	\$97,636,961	\$56,050,994	\$43,788,652	\$380,039,119
Transitional Housing for Youth	\$3,796,000	\$4,548,995	\$5,343,753	\$7,777,484	\$7,107,025	\$28,573,258
Rapid Re-Housing	\$24,920,000	\$29,907,338	\$35,124,277	\$51,057,669	\$46,504,054	\$187,513,338
PSH	\$84,780,300	\$105,643,186	\$129,828,804	\$166,235,357	\$196,878,728	\$683,366,375
PSH-Seniors	\$15,630,000	\$33,557,400	\$53,819,457	\$83,003,543	\$107,846,254	\$293,856,654
Dedicated Affordable Housing	\$30,201,300	\$65,775,285	\$106,926,307	\$166,456,524	\$219,257,783	\$588,617,200
Shallow Subsidy	\$6,770,000	\$14,749,600	\$23,976,340	\$37,327,554	\$49,162,225	\$131,985,719
Total	\$247,987,700	\$360,012,295	\$455,959,543	\$572,708,383	\$674,920,700	\$2,311,588,621

5-Year Investment Impact Dashboard, Households with Adults Only						
	Year 0 (2021)	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
Households Returning From Previous year		21%	18%	15%	12%	9%
Increase in New Homelessness		20%	10%	0%	-10%	-10%
Number New Homeless	3,722	4,466	4,912	4,912	4,421	3,979
Annual HHs in the System	12,005	13,028	13,666	13,421	11,750	8,651
HHs Served in Pathways to Housing	4,358	5,213	6,068	6,923	7,778	8,633
Unmet Need	7,647	7,815	7,598	6,498	3,972	19
Unmet Need - Sheltered		2,605	3,799	3,249	1,986	9
Unmet Need - Unsheltered	6041	5,210	3,799	3,249	1,986	9
% Served in Pathways to Housing	36%	40%	44%	52%	66%	100%
% Unmet Need	64%	60%	56%	48%	34%	0%

Households with Adults and Children

5-Year Inventory Needs, Households with Adults and Children						
	Baseline Inventory (2021)	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
HP/Rapid Resolution	3	9	11	12	13	15
Crisis Response (ES, TH, SH)	137	197	191	180	160	132
Rapid Re-Housing	108	56	64	72	79	87
PSH	479	435	444	456	473	493
Dedicated Affordable Housing	0	112	234	366	506	655
Shallow Subsidies	0	149	312	487	675	873
Total Permanent Housing Units Needed Annual	479	696	990	1,309	1,654	2,021
New Units Needed Each Year		217	294	319	345	367

5-Year Inventory Costs (Operations Only, Not Development), Households with Adults and Children						
	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	5-Year Total
HP/Rapid Resolution	\$162,000	\$203,940	\$229,154	\$255,698	\$303,887	\$1,154,680
Crisis Response (ES, TH, SH)	\$6,116,850	\$6,108,467	\$5,929,370	\$5,428,668	\$4,613,010	\$28,196,365
Rapid Re-Housing	\$1,246,000	\$1,466,720	\$1,699,562	\$1,920,741	\$2,178,704	\$8,511,726
PSH	\$11,005,500	\$11,570,196	\$12,239,391	\$13,076,555	\$14,038,359	\$61,930,001
Dedicated Affordable Housing	\$2,897,440	\$6,235,187	\$10,045,047	\$14,304,037	\$19,071,578	\$52,553,289
Shallow Subsidies	\$2,279,700	\$4,916,808	\$7,904,872	\$11,285,138	\$15,033,309	\$41,419,827
Total	\$23,707,490	\$30,501,318	\$38,047,396	\$46,270,836	\$55,238,847	\$193,765,887

5-Year Investment Impact Dashboard, Households with Adults and Children						
	Year 0 (2021)	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)
Households Returning From Previous Year		8%	8%	8%	8%	8%
Increase in New Homelessness		20%	10%	0%	-10%	-10%
Number New Homeless	256	307	338	338	304	274
Annual HHs in the System	985	997	992	939	804	591
HHs Served in Pathways to Housing	321	373	425	477	529	581
Unmet Need	664	624	567	462	275	10
% Served in Pathways to Housing	33%	37%	43%	51%	66%	98%
% Unmet Need	67%	63%	57%	49%	34%	2%

Appendix E. Acknowledgements

We would like to acknowledge all of those who contributed to developing the Home Together 2026 Community Plan.

First and foremost, we acknowledge all of the people whose lives have been impacted by homelessness in Alameda County and beyond. The Home Together 2026 Community Plan is a critical step towards ending homelessness and its associated adverse impacts.

Stephanie Reinauer, Joyce MacAlpine and Kristy Greenwalt with Abt Associates, a HUD technical assistance provider, conducted the initial CRE needs analysis and provided support and guidance with updating the system modeling and Home Together 2026 planning.

The process for the original CRE report which this plan operationalizes was chaired by Mayor Libby Schaaf of Oakland, Alameda County Health Care Services Agency Director Colleen Chawla, and Doug Biggs, then Chair of the EveryOne Home CoC Committee. Abt Associates and Jessica Shimmin, then with EveryOne Home, prepared the initial modeling with support from many CoC and county partners. The Racial Equity Analysis was initiated by Darlene Flynn of the Oakland Office of Racial Equity. Focus groups were spurred and supported by Susan Shelton, Alameda County Public Health staff members, and EveryOne Home. [Additional contributors to the CRE are listed in that report.] In the modeling update, Dashi Singham, Katie Haverly, Tirza White, Joanne Karchmer and Nisha Behrman all contributed significant time and thinking.

Kerry Abbott and Suzanne Warner with Alameda County’s Office of Homeless Care and Coordination (OHCC) provided critical leadership, vision and guidance on the development of this Plan. Aneeka Chaudhry and Colleen Chawla provided strategic direction and presented the draft plan to key stakeholders. Jennifer Lucky of OHCC managed the plan development process and organized most of the content and text, collaborated with EveryOne Home to convene the Strategic Planning Committee and managed the system model update. Martha Elias with OHCC Provided invaluable assistance in pulling and reviewing HMIS data. Katharine Gale, consultant, made important contributions to the modeling update and assisted with the development of the Plan. Shelagh Little provided valuable editing support. Jennifer Beals designed the final version.

The Home Together 2026 Strategic Planning Committee was co-chaired by Kerry Abbott of OHCC and Chelsea Andrews of EveryOne Home and met monthly between August and November 2021, and again in February 2022, to inform the Home Together 2026 Community Plan. The Committee included homelessness service providers, people with lived experience, Healthcare for the Homeless Community Advisory Board members, racial equity advisors, homelessness and housing advocates, Youth Action Board members, city and county staff, EveryOne Home staff, CoC leadership, and Abt Associates.

Members of the Strategic Planning Committee are as follows:

First Name	Last Name	Affiliation
Kerry	Abbott	Alameda County HCSA Office of Homeless Care and Coordination, Co-Chair
Jamie	Almanza	Bay Area Community Services (BACS)
Chelsea	Andrews	EveryOne Home, Co-Chair
Erin	Armstrong	Office of Alameda County Supervisor Nate Miley

First Name	Last Name	Affiliation
Gloria	Bruce	East Bay Housing Organizations (EBHO)
Sharon	Cornu	St. Mary's Center
Ginny	De Martini	Office of Alameda County Supervisor Richard Valle
Emile	Durette	Alameda County Social Services Agency
Cathy	Eberhardt	Race Equity Action Lab Participant
Darlene	Flynn	City of Oakland
Donald	Frazier	Building Opportunities for Self-Sufficiency
Sabrina	Fuentes	Health for the Homeless Community Advisory Board
Nashi	Gunasekara	Family Violence Law Center
Katie	Haverly	EveryOne Home
Melissa	Hernandez	Office of Alameda County Supervisor David Haubert
Arlene	Hipp	EveryOne Home Emerging Leaders Program
Emma	Ishii	Office of Alameda County Supervisor Keith Carson
Jessica	Lobedan	City of Hayward
Ramiro	Montoya	East Bay Housing Organizations (EBHO)
Hanna	Moore	ALL IN Alameda County
Tunisia	Owens	Family Violence Law Center
Natasha	Paddock	Alameda County Community Development Agency, Housing and Community Development Department
Fina	Perez	Alameda County Department of Probation
Tara	Reed	Abt Associates
Jonathan	Russell	Bay Area Community Services (BACS)
Jared	Savas	Office of Alameda County Supervisor Dave Brown
Susan	Shelton	EveryOne Home Leadership Board
Lara	Tannenbaum	City of Oakland
James	Vann	Homeless Action Working Group (HAWG)
Liz	Varela	Building Futures with Women and Children
Vivian	Wan	Abode Services

Many people took the time to read the draft plan, which was posted and circulated widely for public comment, and provide thoughtful feedback and suggestions. The final version reflects many of these suggestions and others will be used in the creation of local implementation plans, annual updates and other communications stemming from the Plan's adoption.

The Health Care Services Agency team invited all county Mayors to meet and discuss the plan and received important feedback in these sessions. The City County Technical Working Group, made up of City Manager staff, city Homelessness Policy leads, and county staff from OHCC, HCD, and Supervisors' staff, met regularly to develop a shared framework for resource allocation under the plan and presented the plan and the allocation framework to joint sessions of the Board of Supervisors and the county's Mayors. These joint sessions were noticed public meetings.

Thank you to the countless other CoC partners in Alameda County for their contributions to the Home Together 2026 Community Plan, and for their dedication and tireless work towards ending homelessness in Alameda County.

DRAFT



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Henry Oyekanmi, Director, Finance

Subject: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on April 26, 2022

RECOMMENDATION

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

Total estimated cost of items included in this report is **\$10,914,400**.

<u>PROJECT</u>	<u>Fund</u>	<u>Source</u>	<u>Amount</u>
Recruitments for HR Director and IT Director	011	General Fund	\$80,000
Ohlone Park (East) Playground Replacement and Site Improvements	138 511	Parks Tax Measure T1 – Infrastructure and Facilities	\$834,400
On-Call Architectural Services for City Facilities	TBD (on-call contract) T1, Parks Tax, General Fund	TBD	\$10,000,000
Total:			\$10,914,400

CURRENT SITUATION AND ITS EFFECTS

On May, 6, 2008, Council adopted Ordinance No. 7,035-N.S. effective June 6, 2008, which increased the City Manager's purchasing authority for services to \$50,000. As a result, this required report submitted by the City Manager to Council is now for those

purchases in excess of \$100,000 for goods; and \$200,000 for playgrounds and construction; and \$50,000 for services. If Council does not object to these items being sent out for bid or proposal within one week of them appearing on the agenda, and upon final notice to proceed from the requesting department, the IFB (Invitation for Bid) or RFP (Request for Proposal) may be released to the public and notices sent to the potential bidder/respondent list.

BACKGROUND

On May 6, 2008, Council adopted Ordinance No. 7,035-N.S., amending the City Manager's purchasing authority for services.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The Finance Department reviews all formal bid and proposal solicitations to ensure that they include provisions for compliance with the City's environmental policies. For each contract that is subject to City Council authorization, staff will address environmental sustainability considerations in the associated staff report to City Council.

RATIONALE FOR RECOMMENDATION

Need for the services.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Darryl Sweet, General Services Manager, Finance, 510-981-7329

Attachments:

- 1: Formal Bid Solicitations and Request for Proposals Scheduled For Possible Issuance After Council Approval on April 26, 2022
 - a. Recruitments for HR Director and IT Director
 - b. Ohlone Park (East) Playground Replacement and Site Improvements
 - c. On-Call Architectural Services for City Facilities

Note: Original of this attachment with live signature of authorizing personnel is on file in General Services.

SPECIFICATI ON NO.	DESCRIPTION OF GOODS / SERVICES BEING PURCHASED	APPROX. RELEASE DATE	APPROX. BID OPENING DATE	INTENDED USE	ESTIMATED COST	BUDGET CODE TO BE CHARGED	DEPT. / DIVISION	CONTACT NAME & PHONE
22-11517-C	Recruitments for HR Director and IT Director	4/27/2022	5/26/2022	Professional Executive Recruitment Services	\$80,000 (\$40K, per recruitment)	011-21-201-000-0000-000- 412-612990-	HR	Donald Ellison 981-6807
Dept TOTAL					\$80,000			
22-11518-C	Ohlone Park (East) Playground Replacement and Site Improvements	8/1/2022	8/1/23/22	Playground renovations, drainage, irrigation, ADA, and sitework improvements, new garden, and related improvements.	Total \$834,400 FY22 Parks Tax- \$334,400 FY23 Measure T1- \$400,000 FY24 Measure T1- \$100,000	138-52-545-000-0000-000- 461-663110-PRWPK20003: \$334,400 511-52-545-000-0000-000- 461-663110-PRWPK20003: \$500,000	Parks, Recreation, & Waterfront / Capital Projects	Evelyn Chan 981-6430 Stacey Rutherford 981-6738
Dept TOTAL					\$834,400			
22-11519-C	On-Call Architectural Services for City Facilities	6/1/2022	7/31/2022	Archtectural services for upcoming City T1 projects 3-year term for each contract.	\$10,000,000	TBD (on-call contract) T1, Parks Tax, General Fund	PW/ PRW	Elmar Kapfer 981-9391 Evelyn Chan 981-6430
Dept TOTAL					\$10,000,000			
TOTAL					\$10,914,400			



Office of the City Manager

CONSENT CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Abraham Roman, Fire Chief

Subject: Contract: Fire Aside for Defensible Space Inspection Software

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Fire Aside (Contractor) to provide a mobile vegetation inspection software solution for the Fire Department (Department) from May 18, 2022 to May 17, 2024 in an amount not to exceed \$60,000 with an option to extend for an additional four years, for a total contract amount not to exceed \$160,000.

FISCAL IMPACTS OF RECOMMENDATION

The term of this contract is from May 18, 2022 to May 17, 2024 in the amount of \$70,000 for the base term, which includes a \$20,000 one-time configuration and development fee and an annual \$25,000 subscription and maintenance fee. There is an option to extend for four additional years at the \$25,000 annual fee for a total term of six years. Funding is budgeted in 164-72-745-000-0000-000-422-612990 (Measure FF).

CURRENT SITUATION AND ITS EFFECTS

The Department is working diligently to expand and meet the community need and expectation for comprehensive vegetation management inspections in all of the Very High Fire Severity Zone 2 and 3 properties. This new mandate equates to an 83% (+7,184) increase in inspections from previous years. The Department's current inspection software and the other leading fire inspection software available is not capable of meeting the business and operational needs of the Department. Furthermore, Fire Aside offers features that no other known software provider offers that will greatly improve communication between the City and homeowners and result in higher compliance with post inspection instructions.

BACKGROUND

Fire Aside is a Northern California business that has developed a unique mobile vegetation inspection software called Defensible Space Inspections (DSI) that helps fire agencies connect with the community & increase resistance to, and resilience from wildfire. DSI has created a user-friendly interface, resident friendly reports that enhance resident engagement, an automated reporting tool that provides recommendations to residents in a simple, easy to follow guide following an inspection and a powerful

backend database that fire agencies can use to understand the built environment and the particular risk profile it creates for wildland fire spread. All of this helps the community increase its defensible space and create more hardened (wildfire resistant) homes. In more detail, DSI:

- Dramatically improves the collection activities for defensible space inspectors. It offers a single platform that is unique in gathering home hardening characteristics of homes and allows inspectors to add detailed attributes including GPS location and photo documentation to enhance the homeowners understanding of the suggested improvements or identified problems.
- Following an inspection, residents receive a customized and prioritized home hardening and defensible space checklist that is automatically produced and shared with the property owner. This guide coaches a resident on where to focus efforts to improve their resilience to wildfire.
- Is the only service with integration to multiple 3rd party systems including ZoneHaven (Alameda County-adopted evacuation software), Chipperday (community chipping), and others.
- Is the only service that provides analytics on resident interactions and issue remediation behavior.

DSI is the first and only technology available that ensures the resident is supported from pre-inspection through abatement of hazards. The Department has met with other major providers of fire prevention inspection software and discovered that all of them are built for the inspection of structures – which is completely different than the vegetation management inspections that the City is mandated to perform. Fire Aside is the only provider that offers a program with the features and capability listed above.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the action requested in this report.

RATIONALE FOR RECOMMENDATION

The City conducted an industry survey of available products and concluded that Fire Aside offers a unique solution that aligns with the emergent need of the City to create more defensible space and hardened homes in the City's wildland urban interface areas.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Abraham Roman, Fire Chief, (510) 981-3473

Attachments:

1. Resolution

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

Contract: Fire Aside for Defensible Space Inspection Software

WHEREAS, the Department is working diligently to expand and meet the community need and expectation for comprehensive vegetation management inspections in all of the Very High Fire Severity Zone 2 and 3 properties, and

WHEREAS, this new mandate equates to an 83% (+7,184) increase in inspections from previous years, and

WHEREAS, Fire Aside offers features that no other known software provider offers that will greatly improve communication between the City and homeowners and result in higher compliance with post inspection instructions.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Fire Aside to provide a mobile vegetation inspection software solution for the Fire Department from May 18, 2022 to May 17, 2024 in an amount not to exceed \$60,000 with an option to extend for an additional four years, for a total contract amount not to exceed \$160,000.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Lisa Warhuus, Director, Health, Housing, and Community Services
 Subject: Commission Reorganization for Post-COVID-19 Budget Recovery:
 Community Health Commission

RECOMMENDATION

Adopt the first reading of an Ordinance to revise Municipal Code Sections 3.76.010 and 3.76.040 which establishes the Community Health Commission in order to change Commission membership to include nine (9) people and consolidate the functions of the Commission from ten overlapping and redundant functions to a more concise four functions.

FISCAL IMPACTS OF RECOMMENDATION

Reducing the number of commissioners of the Community Health Commission from 18 to nine members would create a commission structure that is parallel to nearly all other commissions in the City, and would increase efficiencies and decrease staffing costs.

CURRENT SITUATION AND ITS EFFECTS

This report responds to City's Council's response on January 18, 2022 to referral #PRJ0032146 that originally appeared on the June 15, 2021 Special Council meeting agenda, authored by Councilmember Lori Droste and co-sponsored by Councilmember Rigel Robinson, Councilmember Rashi Kesarwani, and Mayor Jesse Arreguin.

At the January 18, 2022 Council meeting, Council members voted to take no action to combine the Sugar-Sweetened Beverage Product Panel of Experts Commission and the Community Health Commission, and requested staff return with recommendations on how to increase efficiency and reduce costs associated with City staff support of the Community Health Commission.

The Community Health Commission was established based on enabling language from the California Health and Safety Code, Sections 321.7 and 320. California Code of Regulations Title 17, Section 6820 required the City to have an "advisory board" that meets at least twice a year for the purposes of "reviewing, advising and reporting functions related to the community child health and disability prevention program as specified in Section 321.7, Health and Safety Code." Senate Bill 464 referenced the

California Health and Safety Code section 320.5 language stipulated a minimum of 13 voting members that “reflect the ethnic and geographic diversity of the State of California.” With the elimination of the California Health and Safety Code, Sections 321.7 and 320, the Council requested that staff submit a recommendation to reassess the composition of the Commission and the frequency in which it meets in an effort to adjust to the evolution of the needs of the Berkeley community, increase efficiencies, and reduce costs for the support the Community Health Commission. Recognizing that civic engagement and commission work play an essential role in Berkeley, this recommendation retains the commission’s functions, but centers on overall community benefit, staff productivity, and associated costs.

Considering the commission reorganization is a Strategic Plan Priority Project, advancing our goal to provide an efficient and financially-healthy City government. The stated recommendation would still allow for addressing health equity impacts as intended through the Community Health Commission, increase efficiencies, and reduce City costs in supporting commissions.

BACKGROUND

The Community Health Commission established in B.M.C. Section 3.76.010 currently consists of 18 members who have diverse backgrounds and a deep understanding of the social determinants of health equity; through lived experience, and/or through professional expertise to promote health equity through the following summarized activities:

- Advising, reviewing, analyzing, and reporting back to City Council on matters pertaining to achieving health equity in Berkeley, including policies or proposals under consideration by Council;
- Contributing to priority-setting and strategic planning efforts in the City as they relate to health equity;
- Hear presentations at Commission meetings by appropriate experts, to provide pertinent information on matters affecting the health and safety of Berkeley residents, including from community groups concerned with health equity; and
- Perform other such functions and duties as may be directed by the City Council or by ordinance to promote health equity.

This B.M.C. language was based from obsolete language from the California Health and Safety Code which had been eliminated. The City has the flexibility to alter the number of commission members to nine members and refine the functions of the commission to more concise language, while still being able to adequately meet the existing functions of the commission.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no significant environmental sustainability and climate impacts associated directly with the subject matter of this report. However, reducing the total number of commissioners and meetings is likely to incrementally reduce paper and energy usage.

RATIONALE FOR RECOMMENDATION

Careful and thoughtful deliberation on the complex types of issues that come before the Community Health Commission is difficult to do with an eighteen-member commission. A relatively large group of ten Commissioners is required to even meet the quorum requirements to hold a meeting. The smaller group will allow for more creative and collaborative opportunities. Additionally, the vast majority of City Commissions have nine Commissioners. The reduction of the number of Community Health Commission members would not impact the intention, priorities, or activities of the Commission and it would also improve efficiencies while reducing support costs.

ALTERNATIVE ACTIONS CONSIDERED

The City could eliminate the Community Health Commission entirely and achieve its goals through other community advisory bodies. This would also increase efficiencies, and reduce City costs in supporting commissions.

The Council can reduce the number of commissioners to 9 members and keep the existing language for the functions of the commission intact.

The Council can also choose to keep the Community Health Commission at an 18-member Commission and maintain the same level of staff support. The Council previously decided not to merge this commission with the Sugar Sweetened Beverage Product Panel of Experts.

CONTACT PERSON

Lisa Warhuus, Director, Health, Housing, and Community Services, 510-981-5400

Attachments:

- 1: Ordinance – with track changes
- 2: Ordinance – clean copy

ORDINANCE NO. -N.S.

AMENDING BERKELEY MUNICIPAL CODE (BMC) SECTION 3.76.010 AND SECTION 3.73.040 ESTABLISHMENT OF COMMUNITY HEALTH COMMISSION

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Section 3.76.010 is hereby rescinded and replaced in its entirety as follows:

3.76.010 Establishment of Community Health Commission.

There is hereby established a Community Health Commission. The commission shall consist of ~~eighteen~~ members selected by the City Council in accordance with the Fair Representation Ordinance, Berkeley Municipal Code Sections 2.04.030 through 2.04.130. Appointments to the commission shall honor the mission of achieving health equity by appointing members who have a deep understanding of the social determinants of health equity, through lived experience and/or through professional expertise.

A. Commissioners should include representatives of as many of the following as possible:

1. Communities most affected by health inequities;
2. Community organizers;
3. Community agency representatives;
4. Health care providers;
 - a) Licensed clinicians such as nurses, physicians, etc.;
 - b) Non-licensed providers (community health workers, health navigators, etc.);
5. Behavioral health care providers;
6. Educators;
7. College Students;
8. Youth serving organizations.

B. Diversity: Commissioners should include people of varying race/ethnicity, gender, age, income, class and ability. (Ord. 7520-NS § 1 (part), 2016: Ord. 6236-NS § 1, 1994: Ord. 6147-NS § 1, 1992: Ord. 6010-NS § 1, 1990)

Section 2. That Berkeley Municipal Code section 3.76.040 is amended to read as follows:

3.76.040 Functions of the commission.

A. The function of the commission shall be as follows:

~~1. Advise City Council on matters pertaining to achieving health equity in Berkeley;~~

1. Advising, reviewing, analyzing, and reporting back to City Council on matters pertaining to achieving health equity in Berkeley, including policies or proposals under consideration by Council;

~~2. Review, analyze, and report back to City Council on matters affecting the health and safety of Berkeley residents, with particular attention to differential~~

~~impact on particular communities or populations;~~

~~3.2. Advise Council of potential health equity impacts of policies or proposals under consideration by Council;~~

~~4.3. Contribute to priority-setting and strategic planning efforts in the City as they relate to health equity;~~

~~5. Consider issues impacting the health and safety of Berkeley residents referred to the Commission by City Council, by Commissioner, by another City commission, by members of the public or recommended by City staff;~~

~~6. Advise City Council on health equity impacts of proposed policies and initiatives within the Public Health Division, the Department of Health, Housing and Community Services, and other City Departments;~~

~~7.4. Hear presentations, at regularly scheduled commission meetings, by appropriate experts, including community residents and community groups, to provide pertinent information on matters affecting the health and safety of Berkeley residents, including from community groups concerned with health equity;~~

~~8. Provide City Council with information about health and safety issues in Berkeley, with particular attention to health equity and disproportionately affected populations;~~

~~9.5. Perform such other functions and duties as may be directed by the City Council or prescribed or authorized by any ordinance of the City, and such other functions and duties not prohibited by City Council which the commission should decide are consistent with its overall function of promoting health equity.~~

B. In prescribing the above duties and functions of the commission, it is not the intent of the council to duplicate or overlap the functions, duties, or responsibilities heretofore or hereafter assigned to any other City board or commission or to a City department. As to such functions or responsibilities above set forth which are partially or wholly the responsibilities of another board or commission or of a department of the City, the commission will render such assistance and advice to such board, commission or department as may be requested. (Ord. 7520-NS § 1 (part), 2016; Ord. 6010-NS § 4, 1990)

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

ORDINANCE NO. -N.S.

AMENDING BERKELEY MUNICIPAL CODE (BMC) SECTION 3.76.010 AND SECTION 3.73.040 ESTABLISHMENT OF COMMUNITY HEALTH COMMISSION

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Section 3.76.010 is hereby rescinded and replaced in its entirety as follows:

3.76.010 Establishment of Community Health Commission.

There is hereby established a Community Health Commission. The commission shall consist of members selected by the City Council in accordance with the Fair Representation Ordinance, Berkeley Municipal Code Sections [2.04.030](#) through [2.04.130](#). Appointments to the commission shall honor the mission of achieving health equity by appointing members who have a deep understanding of the social determinants of health equity, through lived experience and/or through professional expertise.

A. Commissioners should include representatives of as many of the following as possible:

1. Communities most affected by health inequities;
2. Community organizers;
3. Community agency representatives;
4. Health care providers;
 - a) Licensed clinicians such as nurses, physicians, etc.;
 - b) Non-licensed providers (community health workers, health navigators, etc.);
5. Behavioral health care providers;
6. Educators;
7. College Students;
8. Youth serving organizations.

B. Diversity: Commissioners should include people of varying race/ethnicity, gender, age, income, class and ability. (Ord. 7520-NS § 1 (part), 2016: Ord. 6236-NS § 1, 1994: Ord. 6147-NS § 1, 1992: Ord. 6010-NS § 1, 1990)

Section 2. That Berkeley Municipal Code section 3.76.040 is amended to read as follows:

3.76.040 Functions of the commission.

A. The function of the commission shall be as follows:

1. Advising, reviewing, analyzing, and reporting back to City Council on matters pertaining to achieving health equity in Berkeley, including policies or proposals under consideration by Council;
2. Advise Council of potential health equity impacts of policies or proposals under consideration by Council;
3. Contribute to priority-setting and strategic planning efforts in the City as they relate to health equity;

4. Hear presentations, at regularly scheduled commission meetings, by appropriate experts, including community residents and community groups, to provide pertinent information on matters affecting the health and safety of Berkeley residents, including from community groups concerned with health equity;

5. Perform such other functions and duties as may be directed by the City Council or prescribed or authorized by any ordinance of the City, and such other functions and duties not prohibited by City Council which the commission should decide are consistent with its overall function of promoting health equity.

B. In prescribing the above duties and functions of the commission, it is not the intent of the council to duplicate or overlap the functions, duties, or responsibilities heretofore or hereafter assigned to any other City board or commission or to a City department. As to such functions or responsibilities above set forth which are partially or wholly the responsibilities of another board or commission or of a department of the City, the commission will render such assistance and advice to such board, commission or department as may be requested. (Ord. 7520-NS § 1 (part), 2016: Ord. 6010-NS § 4, 1990)

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Office of the City Manager

CCONSENT CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Lisa Warhuus, Director, Health, Housing, and Community Services

Subject: Contract No. 110062 Amendment: Pacific Site Management

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to execute an amendment to Contract No. 110062 with Pacific Site Management, increasing the total contract amount by \$76,648 for a total contract amount not to exceed \$432,470, and extending the term to June 30, 2023 for landscaping services at Public Health Division, Aging Services Division, and Mental Health Division facilities.

FISCAL IMPACTS OF RECOMMENDATION

The original amended contract is currently in the amount of \$355,822 NTE and the amendment will increase the limit by \$76,648 for a total not to exceed of \$432,470 and extend the term end date to June 30, 2023. The additional \$76,648 will be funded by:

Program	Amount	ERMA GL Account
Public Health Division - Healthy Berkeley (SSB) Program	\$23,000	011-51-506-559-2051-000-451-612990 (FY22)
Aging Services Division - South Berkeley Service Center	\$6,213	011-51-505-544-0000-000-444-612990(FY23)
Aging Services Division - North Berkeley Service Center	\$4,480	011-51-505-541-0000-000-444-612990 (FY22)
	\$13,440	011-51-505-541-0000-000-444-612990 (FY23)
Aging Services Division – West Berkeley Service Center	3,384	011-51-505-547-0000-000-444-612990- (FY22)
Mental Health Division - 2640 MLK	\$8,041	011-51-503-520-0000-000-451-624110 (FY22)
Public Health Division – 830 University and West Berkeley Service Center	\$18,090	011-51-506-561-0000-000-451-624110 (FY22)

The FY 2022 funds for the contract amendment are currently in the budget. FY 2023 funds that are proposed to be used are subject to Council approval of the FY 2023 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

Contracting with Pacific Site Management for landscape services is a Strategic Plan Priority Project, advancing our goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities. Pacific Site Management currently provides landscaping management services at a number of sites for the Divisions under the Department of Health, Housing, and Community Services and will continue those services under this contract.

BACKGROUND

Pacific Site Management is a long-standing landscaping business with many years of experience providing landscape maintenance services, including at a number of City of Berkeley sites. They have consistently provided satisfactory services at all of the Health, Housing, and Community Services (HHCS) sites.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Native plants are planned for the outdoor courtyard to minimize environmental impacts as well as minimize ongoing maintenance needs.

RATIONALE FOR RECOMMENDATION

Pacific Site Management was selected through a competitive bid process and has been providing landscaping services for a number Health, Housing, and Community Services facilities. This vendor is familiar with the facilities, its services, site needs, and City guidelines that would allow work to begin immediately.

ALTERNATIVE ACTIONS CONSIDERED

The City could opt to not continue landscaping services at the HHCS sites. That action would be inconsistent with the City's responsibilities to upkeep facility grounds, and is not recommended.

CONTACT PERSON

Janice Chin, Public Health Division Manager, HHCS, (510) 981-5212

Attachments:

1: Resolution

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

CONTRACT NO. 110062 AMENDMENT: PACIFIC SITE MANAGEMENT

WHEREAS, the Health, Housing, and Community Services Department is responsible for providing a professional, safe and environmentally friendly landscape at the City of Berkeley Senior Centers, the West Berkeley, Service Center, the Berkeley Mental Health Clinic and the Ann Chandler Public Health Center; and

WHEREAS, on April 17, 2014, three proposals were submitted and a review panel determined that D&H Landscaping best matched the selection criteria; and

WHEREAS, on July 1, 2014, Contract 9709 was previously executed; and

WHEREAS, on April 1, 2016, D&H Landscaping was acquired by Pacific Site Management; and

WHEREAS on August 23, 2017, Contract 9709C was executed to assign the contract to Pacific Site Management to add services to the new Mental Health Clinic on Alcatraz; and

WHEREAS, City and Contractor previously entered into Contract Number #9709D, dated, May 13 2018, which Contract was authorized by the Berkeley City Council not to exceed \$209,518 by Resolution No. 68,347 - N.S.; and

WHEREAS, on November 29, 2018, the City of Berkeley amended Contract No. 110062 (Contract Number #9709D) with Pacific Site Management for landscaping services to extend the contract period to June 30, 2021; and

WHEREAS, City and Contractor previously entered into Contract Number 110062 dated, June 1, 2021, which Contract was authorized by the Berkeley City Council not to exceed \$355,822 by Resolution No. 69,835 - N.S.; and

WHEREAS, it is beneficial for the City to enter into an agreement with a Bay-Friendly certified landscaper as it directly supports the City's environmental sustainability goals; and

WHEREAS, funds are available to perform this work in the current year budget in the ERMA GL Account 011-51-506-559-2051-000-451-612990 in FY2022 (\$23,000) and 011-51-506-561-0000-000-451-624110 in FY2022 (\$18,090) for Public Health, 011-51-503-520-0000-000-451-624110 in FY022 (\$8,041) for Mental Health, 011-51-505-544-0000-000-444-612990 in FY 2023 (\$6,213), 011-51-505-541-0000-000-444-612990

in FY2022 (4,480), 011-51-505-541-0000-000-444-612990 in FY 2023 (\$13,440), and 011-51-505-547-0000-000-444-612990- (\$3,384) for Aging Services, and this contract amendment has been entered into the Citywide contract database and assigned.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to execute an amendment to Contract No. 110062 with Pacific Site Management to increase the total contract amount by \$76,648 for a total contract amount not to exceed \$432,470 for the period of March 1, 2020 to June 30, 2023 for the purpose of funding landscaping services. A record signature copy of said contract and amendments to be on file in the City Clerk Department.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Lisa Warhuus, PhD, Director of Health, Housing & Community Services
 Subject: Contract No. 31900203 Amendment: Resource Development Associates for
 Crisis Assessment and Triage Line Evaluation

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to execute an amendment to Contract No. 31900203 with Resource Development Associates for evaluation consulting services, extending the term through June 30, 2023 and increasing the contract by \$19,350 for a total amount not to exceed \$82,350.

FISCAL IMPACTS OF RECOMMENDATION

Funds for the additional scope of work in the amount of \$19,350 will be provided from One-Time Grant: No Capital Expenditures budget code 336-51-503-521-2007-000-451-612990-. Funding will be included in the Second Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

RDA was selected as part of a competitive Request for Proposals (RFP) process to provide consulting services in the evaluation of the Crisis, Assessment, and Triage (CAT) line, a grant-funded project. The grant period was extended by the funder, creating a need to extend the evaluation period to June 30, 2023. The amended contract will cover data collection and analysis, report development, client meetings and communications, and project management and internal meetings. This amendment will add approximately 139 hours to the project scope, and the costs will be fully covered by the grant.

BACKGROUND

The City's Mental Health Division was awarded a grant by California's Mental Health Services Oversight and Accountability Commission (MHSOAC) to pilot a CAT hotline for residents of Berkeley and Albany. The purpose of the hotline is to allow community members to connect to mental health professionals without involving the Police Department first, and to allow staff to assess and triage callers as necessary to provide the most appropriate level of service.

Previously, anyone experiencing a crisis had to call the Police Department non-emergency number to request a visit from Mental Health's Mobile Crisis Team, accompanied by police. This pilot project, fully-funded by the grant, allows community members to contact mental health staff directly by phone in order to explore all options available to them based on their needs. RDA has been evaluating the pilot project to identify areas which can be improved and provide ongoing training and technical assistance. The grant period was extended by the funder and has led to the need to amend the contract. The grant will cover the cost of this contract amendment.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

RDA was selected as the vendor for evaluation of the adult CAT line via a competitive RFP process, and have successfully provided this service throughout the life of the grant. In order to complete the evaluation with the extended grant period, it is necessary to amend their contract.

ALTERNATIVE ACTIONS CONSIDERED

As an alternative action, Council could direct staff to circulate a new RFI or formal Request for Proposals (RFP) to competitively solicit a different vendor. Because RDA's performance on the contract has been good so far, and because bringing on a different vendor would necessitate duplicative start-up work, staff are not recommending this approach.

CONTACT PERSON

Conor Murphy, Assistant Management Analyst, HHCS, (510) 981-7611
Steven Grolnic-McClurg, Manager of Mental Health Services, HHCS, (510) 981-5249

Attachments:

1: Resolution

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

CONTRACT NO. 31900203 AMENDMENT: RESOURCE DEVELOPMENT
ASSOCIATES FOR CRISIS ASSESSMENT AND TRIAGE LINE EVALUATION

WHEREAS, the City's Mental Health Division secured a grant from the Mental Health Services Oversight and Accountability Commission for a Crisis, Assessment, and Triage (CAT) line so community members can contact mental health staff directly by phone to determine their level of need; and

WHEREAS, the CAT line will serve both adults and youth, both groups having their own distinct needs and expectations; and

WHEREAS, Resource Development Associates (RDA) was selected via a competitive Request for Proposals process as the vendor for evaluation consulting services for this project; and

WHEREAS, the Mental Health Division would like to amend the contract with RDA to add funding and extend the contract term.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to execute an amendment to Contract No. 31900203 with Resource Development Associates for evaluation consulting services, extending the term through June 30, 2023 and increasing the contract by \$19,350 for a total amount not to exceed \$82,350. A record signature copy of said contract and any amendments to be on file in the City Clerk Department.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Scott Ferris, Director, Parks Recreation Waterfront
 Subject: Grant Application: The Surrendered and Abandoned Vessel Exchange (SAVE) grant program of the California Division of Boating & Waterways

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to: 1) apply for and accept a grant in the amount of \$60,000 from the California Division of Boating & Waterways ("DBW") Surrendered and Abandoned Vessel Exchange (SAVE) grant program for the removal and disposal of anticipated abandoned vessels located at the Berkeley Marina; 2) Execute any amendments; and 3) Authorize a local match contribution of \$6,000.

FISCAL IMPACTS OF RECOMMENDATION

The cost to remove and dispose of abandoned and derelict vessels at the Berkeley Marina through FY 2025 is estimated at \$66,000. The Parks, Recreation, and Waterfront Department will submit a grant application to the Division of Boating and Waterways SAVE grant program in the amount of \$60,000 for this work, and will allocate a required minimum 10% local match, equivalent to \$6,000. The local match will be appropriated as part of the Second Amendment to the FY 2022 Annual Appropriations Ordinance in the Marina Fund, account code 608-52-544-592-0000-000-472-612990. If awarded, the grant will be deposited in the Boating and Waterways Fund (Fund 607).

CURRENT SITUATION AND ITS EFFECTS

Each year, approximately eight (8) vessels are abandoned by their owners at the Berkeley Marina because they lack funds to repair the vessels or they lack funds to pay for their dockage fees. This number is expected to increase due to financial hardships of the Covid-19 pandemic. Due to the age and neglect of the vessels, they have no value, are not sea-worthy, and are likely to sink. These vessels occupy slips in the Berkeley Marina that could otherwise be used to generate dockage revenue for the City, and these vessels are a visual blight on our Marina and harm our reputation. This new round of funding will enable us to keep our docks clear of derelict vessels in the coming year, and build upon the progress we make in removing derelict vessels via previous SAVE Grants.

BACKGROUND

Responsibility for derelict and abandoned vessels often falls on public agencies. In 2020, the Berkeley Marina was awarded a SAVE grant for \$130,000 and has contracted with Lind Marine to remove approximately 20 abandoned vessels. In late 2020 the Berkeley Marina was awarded another SAVE grant for \$42,000. In late 2021 the Berkeley Marina was awarded another SAVE grant for \$42,000. For the past 20 years, the Division of Boating and Waterways has provided grant funding assistance to public agencies throughout California, including the City of Berkeley, to properly remove, store, and dispose of abandoned, wrecked, or dismantled vessels or any other partially submerged objects that pose a substantial hazard to navigation, from navigable waterways or adjacent public property, or private property with the landowner's consent.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE CHANGE

Derelict, abandoned, and sunken vessels pose a navigational and environmental hazard to the waters of the Bay (e.g., they can leak oil fuel, oil coolant, paints and solvents, sanitary waste, etc.) Removal and proper disposal of these vessels helps improve the health of the Bay waters.

RATIONALE FOR RECOMMENDATION

The Parks, Recreation, and Waterfront Department has the primary responsibility for removing derelict and abandoned vessels from local waters. By applying for SAVE grants, the City is able to substantially leverage our existing funding for these projects, and safely remove potential environmental and navigational hazards from our waters. The swift removal of derelict vessels from our Marina, and preventing the accumulation of such vessels on our docks will improve the attractiveness of the Berkeley Marina to existing and prospective slip holders.

CONTACT PERSON

Alexandra Endress, Waterfront Manager, 981-6737
Sean Crothers, Waterfront Supervisor, 981-6744

Attachments:

1: Resolution

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

GRANT APPLICATION: SURRENDERED AND ABANDONED VESSEL EXCHANGE
(SAVE) GRANT PROGRAM OF THE STATE DIVISION OF BOATING AND
WATERWAYS

WHEREAS, each year, approximately eight (8) vessels are abandoned by their owners at the Berkeley Marina because they lack funds to repair the vessels or they lack funds to pay for their dockage fees. This number is expected to increase due to financial hardships of the Covid-19 pandemic. Due to the age and neglect of the vessels, they have no value, are not sea-worthy, and are likely to sink. These vessels occupy slips in the Berkeley Marina that could otherwise be used to generate dockage revenue for the City, and these vessels are a visual blight on our Marina and harm our reputation; and

WHEREAS, responsibility for abandoned vessels, unfortunately, often falls on public agencies. For the past 20 years, the Division of Boating and Waterways has provided grants to public agencies, including the City of Berkeley, to remove, store, and dispose of abandoned, wrecked, or dismantled water vessels or any other partially submerged objects that pose a substantial hazard to navigation, from navigable waterways or adjacent public property, or private property with the landowner's consent; and

WHEREAS, the Parks, Recreation and Waterfront Department has the primary responsibility for removing derelict and abandoned vessels from local waters. By applying for SAVE grants, the City is able to substantially leverage our existing funding for these projects, and safely remove potential environmental and navigational hazards from our waters; and

WHEREAS, the cost to remove and dispose of eight (8) abandoned and derelict vessels at the Berkeley Marina in FY2022 is estimated at \$66,000. The Parks, Recreation and Waterfront Department will apply for \$60,000 from the DBW SAVE grant program to remove these vessels, and must provide a minimum match of 10% (equal to \$6,000). The match funds will be included in the Second Amendment to the FY2023 Annual Appropriations Ordinance from the Marina Fund 608-52-544-592-0000-000-472-612990. If awarded, the grant will be deposited in the Boating and Waterways Fund (Fund 607).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to 1) submit a grant application to the California Division of Boating and Waterways 2022 SAVE grant program for \$60,000; 2) accept any grants; 3) execute any resulting grant agreements and any amendments; and the City Council authorizes the implementation of the projects and appropriation of funding for related expenses, including \$6,000 in local match from the Marina Fund, subject to securing the grant. A record signature copy of said agreements and any amendments to be on file in the Office of the City Clerk.



Office of the City Manager

CONSENT CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Jordan Klein, Director, Department of Planning and Development

Subject: Contracts: Association for Energy Affordability, BlocPower, Ecology Center, Northern California Land Trust, and Waterside Workshops for Climate Equity Fund Pilot Programs

RECOMMENDATION

Adopt five Resolutions authorizing the City Manager to award contracts and execute any amendments, extensions, or change orders with: 1) Association for Energy Affordability in an amount not to exceed \$83,334; 2) BlocPower in an amount not to exceed \$83,333; 3) the Ecology Center in an amount not to exceed \$100,000; 4) Northern California Land Trust in an amount not to exceed \$83,333; and 5) Waterside Workshops in an amount not to exceed \$250,000; to develop Climate Equity Fund Pilot Programs, for a cumulative amount of all contracts not to exceed \$600,000, for the period of May 1, 2022 to May 31, 2024.

FISCAL IMPACTS OF RECOMMENDATION

The \$600,000 in project funds for these contracts is being appropriated as part of the Second Amendment to the FY 2022 Annual Appropriations Ordinance and will be put into the Climate Equity Action Fund, in budget code 017-53-583-611-0000-000-441-612990. The amount requested per contract is a not-to-exceed (NTE) amount, which is expected to last for twenty-five months.

CURRENT SITUATION AND ITS EFFECTS

On December 3, 2021, the City of Berkeley released a Request for Proposals ([RFP Specification No. 22-11488-C](#)) for projects that support building and transportation electrification programs and provide climate and resilience benefits to low-income Berkeley residents. The RFP included three program areas: Program Area #1: Resilient Home Retrofits, Program Area #2: Electric Mobility Access Pilot, and Program Area #3: Community Access to Resilience Measures and Electrification Engagement Pilot.

The City received valid proposals from seven organizations for this solicitation. Staff reviewed and assessed the proposals according to the selection criteria in the RFP, including the organization's capacity and qualifications, project feasibility, community engagement, community benefits, proposed scope and whether they are a local vendor.

Based on a thorough review, staff recommends selection of the following proposed projects for the three program areas:

- **Program Area #1: Resilient Home Retrofits** – Staff recommends awarding contracts with Association for Energy Affordability for a total amount not to exceed \$83,334, BlocPower for a total amount not to exceed \$83,333, and Northern California Land Trust for a total not to exceed \$83,333, with a combined total amount for all three contracts not to exceed \$250,000. These proposed programs will focus on building decarbonization improvements that enhance resilience, support occupants and reduce greenhouse gas emissions for low-income residents. The recommended organizations were selected for their ability to leverage additional funds, address priorities and needs identified by local low-income community members, and integrate electrification and energy efficiency measures with other income-qualified housing improvement programs. For Program Area 1, an RFP process was conducted with the aim to establish a pool of contractors who could perform electrification retrofits. The selected proposers will request funding based on specific scopes of work for projects, which will be reviewed by the City.
- **Program Area #2: Electric Mobility Access Pilot** – Staff recommends awarding a contract with Waterside Workshops for an amount not to exceed \$250,000 to create an electric bike (e-bike) loan program for income-qualified Berkeley households, and a youth education and workforce training program on e-bikes that will service the e-bike loans and provide training for high-road job opportunities. Waterside Workshop was selected for its strong track record in the community, partnership with GRID Alternatives, leveraging of other funding and program aspects, and its proposed scope addressing both mobility and workforce benefits.
- **Program Area #3: Community Access to Resilience Measures and Electrification Engagement Pilot** – Staff recommends awarding a contract with the Ecology Center for an amount not to exceed \$100,000 to conduct engagement of low-income Berkeley residents on climate change and provide resources for resilience for low-income residents. The Ecology Center was selected for its strong track record in the community, proposed partnerships with other Berkeley community organizations, and scope to elevate the voices of under-represented voices in climate and resilience, pilot and build capacity in local community organizations, and increase access to information and equipment for climate resilience and electrification efforts.

The Climate Equity Fund Pilot is a Strategic Plan Priority Project, advancing our goal to create a resilient, safe, connected, and prepared city and be a global leader in

addressing climate change, advancing environmental justice, and protecting the environment.

BACKGROUND

On July 27, 2021 the City Council approved the “Resolution Establishing a Pilot Climate Equity Action Fund,” and on June 29, 2021 the City Council approved a budget item for FY21-22 of \$600,000 for climate equity programs to promote building and transportation electrification for low-income residents. On May 26, 2021 the Berkeley Energy Commission unanimously approved a recommendation to create a Climate Equity Action Fund, designate a process for making funding decisions, and appropriate \$600,000 to create a pilot test.

Building on the Electric Mobility Roadmap (approved by Council on July 21, 2020) and the Berkeley Existing Building Electrification Strategy (approved by Council on November 30, 2021), Berkeley established the Climate Equity Fund Pilot Programs to ensure that all community members can transition to a fossil fuel-free future and benefit from clean and affordable energy, healthy, safe and comfortable homes, and a carbon neutral transportation system that supports walking, biking and public transportation.

The Office of Energy and Sustainable Development conducted extensive interviews with over two dozen community organizations as part of a community needs assessment to better understand the needs and priorities of the community related to building and transportation electrification and resilience. Berkeley Energy Commissioners provided input on the Climate Equity Fund Pilot Programs on July 28, 2021 and September 22, 2021. At these meetings, staff discussed the proposed work plan and timeline and shared community feedback from the community needs assessment. Commissioners provided feedback on funding categories and the distribution of funding among project areas. They recommended prioritizing projects that maximize the number of community members served, and as a result of that feedback, staff added that as an evaluation criterion for the RFP. Staff also received valuable feedback on proposed program areas and funding categories from the FITES Committee on October 6, 2021, including the recommendation to prioritize projects that leverage resources from other programs, which staff added as an evaluation criterion for the RFP. Staff consulted with other City Departments and Divisions, as well as external partners serving low-income communities to determine program areas for the Climate Equity Fund Pilot Programs RFP that would align with and leverage existing programs.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

This funding focuses on low-income communities who are often hit first and worst by climate change and its impacts. These contracts will further advance the City’s climate and resilience goals and demonstrate the City’s commitment to a Just Transition framework. Specifically, they will foster both greenhouse gas emission reductions and health benefits by helping our community transition away from fossil fuels to clean

electricity in the building and transportation sectors, and strengthen community resilience to adapt to the impacts of climate change all while building a workforce focused on clean energy solutions.

RATIONALE FOR RECOMMENDATION

The contracts directly respond to the goals set forth in the Council-adopted Electric Mobility Roadmap and Existing Buildings Electrification Strategy. Funding these projects will help the City of Berkeley implement the Climate Action Plan and the Resilience Strategy, be responsive to the Declaration of a Climate Emergency and Just Transition framework, and help Berkeley to become a fossil fuel-free community.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Jordan Klein, Director, Planning and Development Department, 510-981-7534
Billi Romain, Manager, Office of Energy & Sustainable Development, Planning Department, 510-981-7432

Attachments:

1. Resolution: Association for Energy Affordability
2. Resolution: BlocPower
3. Resolution: Ecology Center
4. Resolution: Northern California Land Trust
5. Resolution: Waterside Workshops

Links:

RFP issued 12/3/21: [https://www.cityofberkeley.info/uploadedFiles/Finance/Level_3 - General/22-11488-C%20-%20CEF_RFP_20211129%20\(1\).pdf](https://www.cityofberkeley.info/uploadedFiles/Finance/Level_3_-_General/22-11488-C%20-%20CEF_RFP_20211129%20(1).pdf)

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

CONTRACT: ASSOCIATION FOR ENERGY AFFORDABILITY FOR CLIMATE EQUITY
FUND PILOT PROGRAMS

WHEREAS, the City of Berkeley has determined that supporting building and transportation electrification programs and provide climate and resilience benefits to low-income Berkeley residents is a priority; and

WHEREAS, the City of Berkeley released a Request for Proposals on December 3, 2021 (Specification No. 22-11488-C); and

WHEREAS, a selection committee reviewed the proposals and determined that Association for Energy Affordability, BlocPower, and Northern California Land Trust were the best qualified to provide the services needed for Program Area 1 – Resilient Home Retrofits for a cumulative amount not-to-exceed \$250,000; Waterside Workshops was the best qualified to provide the services needed for Program Area 2 - Electric Mobility Access Pilot for an amount not-to-exceed \$250,000; and the Ecology Center was the best qualified to provide the services needed for Program Area 3 - Community Access to Resilience Measures and Electrification Engagement Pilot for an amount not-to-exceed \$100,000; and

WHEREAS, the cost of the contracted service of an amount for all three Program Areas not-to-exceed \$600,000 is covered by budget code 017-53-583-611-0000-000-441-612990; and

WHEREAS, on June 2, 2009, the Berkeley City Council adopted the Berkeley Climate Action Plan to reduce greenhouse gas emissions by 80% of Berkeley's 2000 emissions level; and

WHEREAS, on April 1, 2016, the City of Berkeley released its Resilience Strategy; and

WHEREAS, on July 23, 2019, Berkeley City Council adopted a Prohibition of Natural Gas Infrastructure in New Buildings (BMC Chapter 12.80); and

WHEREAS, on November 30, 2021, Berkeley City Council adopted the Berkeley Existing Buildings Electrification Strategy; and

WHEREAS, on December 14, 2021, the Berkeley City Council adopted the commitment to a Just Transition from the Fossil Fuel Economy to ensure that all Berkeleyans have access to good paying jobs and equitable living standards free from the fossil fuel economy; and

WHEREAS, Berkeley's Strategic Plan sets the goal of being a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to award contracts and execute any amendments, extensions, or change orders with Association for Energy Affordability for an amount not to exceed \$83,334, for the period of May 1, 2022 to May 31, 2024.

BE IT FURTHER RESOLVED that a record signature copy of said contract and any amendments will be on file in the Office of the City Clerk.

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

CONTRACT: BLOCPower FOR CLIMATE EQUITY FUND PILOT PROGRAMS

WHEREAS, the City of Berkeley has determined that supporting building and transportation electrification programs and provide climate and resilience benefits to low-income Berkeley residents is a priority; and

WHEREAS, the City of Berkeley released a Request for Proposals on December 3, 2021 (Specification No. 22-11488-C); and

WHEREAS, a selection committee reviewed the proposals and determined that Association for Energy Affordability, BlocPower, and Northern California Land Trust were the best qualified to provide the services needed for Program Area 1 – Resilient Home Retrofits for a cumulative amount not-to-exceed \$250,000; Waterside Workshops was the best qualified to provide the services needed for Program Area 2 - Electric Mobility Access Pilot for an amount not-to-exceed \$250,000; and the Ecology Center was the best qualified to provide the services needed for Program Area 3 - Community Access to Resilience Measures and Electrification Engagement Pilot for an amount not-to-exceed \$100,000; and

WHEREAS, the cost of the contracted service of an amount for all three Program Areas not-to-exceed \$600,000 is covered by budget code 017-53-583-611-0000-000-441-612990; and

WHEREAS, on June 2, 2009, the Berkeley City Council adopted the Berkeley Climate Action Plan to reduce greenhouse gas emissions by 80% of Berkeley’s 2000 emissions level; and

WHEREAS, on April 1, 2016, the City of Berkeley released its Resilience Strategy; and

WHEREAS, on July 23, 2019, Berkeley City Council adopted a Prohibition of Natural Gas Infrastructure in New Buildings (BMC Chapter 12.80); and

WHEREAS, on November 30, 2021, Berkeley City Council adopted the Berkeley Existing Buildings Electrification Strategy; and

WHEREAS, on December 14, 2021, the Berkeley City Council adopted the commitment to a Just Transition from the Fossil Fuel Economy to ensure that all Berkeleyans have access to good paying jobs and equitable living standards free from the fossil fuel economy; and

WHEREAS, Berkeley’s Strategic Plan sets the goal of being a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to award contracts and execute any amendments, extensions, or change orders with BlocPower for an amount not to exceed \$83,333, for the period of May 1, 2022 to May 31, 2024.

BE IT FURTHER RESOLVED that a record signature copy of said contract and any amendments will be on file in the Office of the City Clerk.

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

CONTRACT: THE ECOLOGY CENTER FOR CLIMATE EQUITY FUND PILOT PROGRAMS

WHEREAS, the City of Berkeley has determined that supporting building and transportation electrification programs and provide climate and resilience benefits to low-income Berkeley residents is a priority; and

WHEREAS, the City of Berkeley released a Request for Proposals on December 3, 2021 (Specification No. 22-11488-C); and

WHEREAS, a selection committee reviewed the proposals and determined that Association for Energy Affordability, BlocPower, and Northern California Land Trust were the best qualified to provide the services needed for Program Area 1 – Resilient Home Retrofits for a cumulative amount not-to-exceed \$250,000; Waterside Workshops was the best qualified to provide the services needed for Program Area 2 - Electric Mobility Access Pilot for an amount not-to-exceed \$250,000; and the Ecology Center was the best qualified to provide the services needed for Program Area 3 - Community Access to Resilience Measures and Electrification Engagement Pilot for an amount not-to-exceed \$100,000; and

WHEREAS, the cost of the contracted service of an amount for all three Program Areas not-to-exceed \$600,000 is covered by budget code 017-53-583-611-0000-000-441-612990; and

WHEREAS, on June 2, 2009, the Berkeley City Council adopted the Berkeley Climate Action Plan to reduce greenhouse gas emissions by 80% of Berkeley's 2000 emissions level; and

WHEREAS, on April 1, 2016, the City of Berkeley released its Resilience Strategy; and

WHEREAS, on July 23, 2019, Berkeley City Council adopted a Prohibition of Natural Gas Infrastructure in New Buildings (BMC Chapter 12.80); and

WHEREAS, on November 30, 2021, Berkeley City Council adopted the Berkeley Existing Buildings Electrification Strategy; and

WHEREAS, on December 14, 2021, the Berkeley City Council adopted the commitment to a Just Transition from the Fossil Fuel Economy to ensure that all Berkeleyans have access to good paying jobs and equitable living standards free from the fossil fuel economy; and

WHEREAS, Berkeley's Strategic Plan sets the goal of being a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to award contracts and execute any amendments, extensions, or change orders with the Ecology Center for an amount not to exceed \$100,000, for the period of May 1, 2022 to May 31, 2024.

BE IT FURTHER RESOLVED that a record signature copy of said contract and any amendments will be on file in the Office of the City Clerk.

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

CONTRACT: NORTHERN CALIFORNIA LAND TRUST FOR CLIMATE EQUITY FUND
PILOT PROGRAMS

WHEREAS, the City of Berkeley has determined that supporting building and transportation electrification programs and provide climate and resilience benefits to low-income Berkeley residents is a priority; and

WHEREAS, the City of Berkeley released a Request for Proposals on December 3, 2021 (Specification No. 22-11488-C); and

WHEREAS, a selection committee reviewed the proposals and determined that Association for Energy Affordability, BlocPower, and Northern California Land Trust were the best qualified to provide the services needed for Program Area 1 – Resilient Home Retrofits for a cumulative amount not-to-exceed \$250,000; Waterside Workshops was the best qualified to provide the services needed for Program Area 2 - Electric Mobility Access Pilot for an amount not-to-exceed \$250,000; and the Ecology Center was the best qualified to provide the services needed for Program Area 3 - Community Access to Resilience Measures and Electrification Engagement Pilot for an amount not-to-exceed \$100,000; and

WHEREAS, the cost of the contracted service of an amount for all three Program Areas not-to-exceed \$600,000 is covered by budget code 017-53-583-611-0000-000-441-612990; and

WHEREAS, on June 2, 2009, the Berkeley City Council adopted the Berkeley Climate Action Plan to reduce greenhouse gas emissions by 80% of Berkeley's 2000 emissions level; and

WHEREAS, on April 1, 2016, the City of Berkeley released its Resilience Strategy; and

WHEREAS, on July 23, 2019, Berkeley City Council adopted a Prohibition of Natural Gas Infrastructure in New Buildings (BMC Chapter 12.80); and

WHEREAS, on November 30, 2021, Berkeley City Council adopted the Berkeley Existing Buildings Electrification Strategy; and

WHEREAS, on December 14, 2021, the Berkeley City Council adopted the commitment to a Just Transition from the Fossil Fuel Economy to ensure that all Berkeleyans have access to good paying jobs and equitable living standards free from the fossil fuel economy; and

WHEREAS, Berkeley's Strategic Plan sets the goal of being a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to award contracts and execute any amendments, extensions, or change orders with Northern California Land Trust for an amount not to exceed \$83,333, for the period of May 1, 2022 to May 31, 2024.

BE IT FURTHER RESOLVED that a record signature copy of said contract and any amendments will be on file in the Office of the City Clerk.

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

CONTRACT: WATERSIDE WORKSHOPS FOR CLIMATE EQUITY FUND PILOT PROGRAMS

WHEREAS, the City of Berkeley has determined that supporting building and transportation electrification programs and provide climate and resilience benefits to low-income Berkeley residents is a priority; and

WHEREAS, the City of Berkeley released a Request for Proposals on December 3, 2021 (Specification No. 22-11488-C); and

WHEREAS, a selection committee reviewed the proposals and determined that Association for Energy Affordability, BlocPower, and Northern California Land Trust were the best qualified to provide the services needed for Program Area 1 – Resilient Home Retrofits for a cumulative amount not-to-exceed \$250,000; Waterside Workshops was the best qualified to provide the services needed for Program Area 2 - Electric Mobility Access Pilot for an amount not-to-exceed \$250,000; and the Ecology Center was the best qualified to provide the services needed for Program Area 3 - Community Access to Resilience Measures and Electrification Engagement Pilot for an amount not-to-exceed \$100,000; and

WHEREAS, the cost of the contracted service of an amount for all three Program Areas not-to-exceed \$600,000 is covered by budget code 017-53-583-611-0000-000-441-612990; and

WHEREAS, on June 2, 2009, the Berkeley City Council adopted the Berkeley Climate Action Plan to reduce greenhouse gas emissions by 80% of Berkeley's 2000 emissions level; and

WHEREAS, on April 1, 2016, the City of Berkeley released its Resilience Strategy; and

WHEREAS, on July 23, 2019, Berkeley City Council adopted a Prohibition of Natural Gas Infrastructure in New Buildings (BMC Chapter 12.80); and

WHEREAS, on November 30, 2021, Berkeley City Council adopted the Berkeley Existing Buildings Electrification Strategy; and

WHEREAS, on December 14, 2021, the Berkeley City Council adopted the commitment to a Just Transition from the Fossil Fuel Economy to ensure that all Berkeleyans have access to good paying jobs and equitable living standards free from the fossil fuel economy; and

WHEREAS, Berkeley's Strategic Plan sets the goal of being a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to award contracts and execute any amendments, extensions, or change orders with Waterside Workshops for an amount not to exceed \$250,000, for the period of May 1, 2022 to May 31, 2024.

BE IT FURTHER RESOLVED that a record signature copy of said contract and any amendments will be on file in the Office of the City Clerk.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Liam Garland, Director, Public Works
Subject: Contract: Diablo Engineering Group for Preliminary Engineering and Final Design for the Ohlone Greenway Modernization and Safety Project

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Diablo Engineering Group for Preliminary Engineering and Final Design for the Ohlone Greenway Modernization and Safety project, for a not-to-exceed amount of \$550,000, for the period June 1, 2022 through December 31, 2024.

FISCAL IMPACTS OF RECOMMENDATION

The contract is funded by a grant from the Alameda County Transportation Commission (Alameda CTC) using discretionary Alameda County Vehicle Registration Fee (VRF) and Measure BB sales taxes. Funding will be recommended for appropriation through the second amendment to the annual appropriations ordinance in the Capital Grant - Local Fund budget code: 307-54-622-662-0000-000-431-612310-PWTRBP2204 and in the Measure BB Fund (Bicycle & Pedestrian) budget code: 135-54-622-662-0000-000-431-612310-PWTRBP2204.

Total contract NTE amount\$550,000

CURRENT SITUATION AND ITS EFFECTS

In January 2022, the City released a Request for Qualifications (RFQ), Specification No. 22-11494-C, seeking qualified firms to provide Preliminary Engineering and Final Design for the Ohlone Greenway Modernization and Safety Project. The consultant's scope in the RFQ included project management, review of Citywide pedestrian and bicycle plans in developing a detailed project scope that achieves the goals of these plans, conceptual design, preliminary engineering, community outreach and engagement, environmental certification, and final design services that culminate in plans and specifications that are suitable for obtaining construction bids.

On February 22, 2022, the City received two proposals from professional engineering consulting firms, which were evaluated by a panel of City staff using a set of pre-established criteria that included the City of Berkeley local vendor preference policy and the Alameda CTC Local Business Contract Equity (LBCE) program.

Both firms demonstrated extensive relevant capabilities and experience in their proposals, and therefore both were invited to participate in an online oral interview. The same panel evaluated the firms' interviews and aggregated their respective scores. The panel found Diablo Engineering Group to be the highest-ranking firm based on their total score, as calculated from the sum of their proposal and interview scores. City staff notified both proposers of this result and negotiated a detailed scope and associated fees with Diablo Engineering Group that achieves the Project goals.

The provided services will support the Strategic Plan goals of creating a resilient, safe, connected, and prepared city and being a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

BACKGROUND

The purpose of the Ohlone Greenway Modernization and Safety project is to construct operational and safety improvements to a ½-mile long portion of the Ohlone Greenway mixed-use pedestrian and bicycle pathway, from the Virginia Gardens crossing at the southernmost Project limit, to the Santa Fe Avenue crossing at the northernmost limit. The Project goals are to: upgrade the pathway as a low-stress pedestrian and bicycle path; better accommodate the needs of all users; and improve safety, especially at roadway intersections and during non-daylight hours.

The Project would implement the 2017 Berkeley Bicycle Plan Tier 1 priority recommendations for pathway and intersection improvements to the Ohlone Greenway, as this pathway receives high volumes of pedestrian and bicycle traffic. The Project corridor also intersects and includes crossing safety improvements at two local High-Injury Street segments, Cedar and Rose Streets, as identified in the 2020 Berkeley Vision Zero Action Plan. The proposed pathway improvements are also included in the 2016 Berkeley Strategic Transportation (BeST) Plan, which designates the Project as a priority and a "signature project", as the BeST Plan seeks to increase mobility, user safety, access to commercial districts and opportunity areas, choices for mode of transportation, and environmental sustainability/resiliency.

In early 2021, the City submitted a grant application to Alameda CTC to fund the majority of the consultant and construction costs for this Project. In late 2021, the City was awarded a \$1.271 million grant by Alameda CTC for these purposes, with the remainder of the Project funding identified as local matching funds. The grant funding stipulates that consultant services are to be procured via a request for proposal (RFP) or RFQ and that the provisions of the Alameda CTC LBCE program be incorporated into the selection of the consultant and administration of its contract. The Project milestone

schedule, included as part of the grant funding agreement, indicates a project completion date of December 2024. In order to meet this schedule, a contract with Diablo Engineering Group will need to be executed soon.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The proposed pathway improvements are anticipated to increase the number of pedestrians and bicyclists, which is consistent with the 2009 Berkeley Climate Action Plan Policy 5.a that calls for expanding and improving Berkeley's bicycle and pedestrian infrastructure. The Plan sets targets of reducing transportation emissions 33% below year 2000 levels by 2020 and 80% below year 2000 levels by 2050. The Plan further states that transportation modes such as public transit, walking, and bicycling must become the primary means of fulfilling the City's mobility needs in order to meet these targets.

RATIONALE FOR RECOMMENDATION

Authorizing the City Manager to execute a contract with Diablo Engineering Group will keep the Project on schedule for preliminary engineering, community outreach and engagement, environmental certification, and final design services in 2022 and the first half of 2023, followed by construction of the Project in late 2023 to mid-2024.

The proposal and interview with Diablo Engineering Group's project personnel demonstrates that this team, including their proposed project manager, has extensive experience working with key railroad stakeholders and is well-qualified to provide the City with the needed project management, conceptual design, preliminary engineering, community outreach and engagement, environmental certification, and final design services for the Project.

ALTERNATIVE ACTIONS CONSIDERED

City Council could opt not to approve the consultant contract with Diablo Engineering Group at this time and instead defer the item to a future Council agenda. This decision would delay the start of the Project and would endanger the delivery of the Project by the milestones indicated in the grant funding agreement. Execution of this contract will enable the City to complete the Ohlone Greenway Modernization and Safety project on schedule, as in-house staffing levels are insufficient to perform the necessary services.

CONTACT PERSON

Farid Javandel, Deputy Director, Public Works (510) 981-7061

Kenneth Jung, Supervising Civil Engineer, Public Works, (510) 981-7028

Attachments:

1: Resolution

2: Project Limits

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

CONTRACT: DIABLO ENGINEERING GROUP FOR PRELIMINARY ENGINEERING
AND FINAL DESIGN FOR OHLONE GREENWAY MODERNIZATION AND SAFETY
PROJECT

WHEREAS, the Public Works Department has determined that consultant services are needed for Preliminary Engineering and Final Design for the Ohlone Greenway Modernization and Safety project (Project); and

WHEREAS, in January 2022, the City of Berkeley released a Request for Qualifications, Specification No. 22-11494-C, for the work of this Project, received two valid proposals by the due date of February 22, 2022, and reviewed the proposals according to the scoring criteria in the RFQ; and

WHEREAS, after a thorough review and evaluation of the proposals, Diablo Engineering Group was found to be the highest-ranked firm and possess the requisite qualifications and experience and was deemed competent to perform the work of this Project; and

WHEREAS, the Project was identified in (a) the Berkeley Bicycle Plan as a Tier 1 priority for improvements to the Ohlone Greenway pathway and (b) the Berkeley Strategic Transportation (BeST) Plan, which designates the Project as a priority and a “signature project”; and

WHEREAS, intersections within the Project corridor include crossing safety improvements at two local High-Injury Street segments, Cedar and Rose Streets, and identified in the 2020 Berkeley Vision Zero Action Plan; and

WHEREAS, \$550,000 of funding will be recommended for appropriation through the second amendment to the annual appropriations ordinance in the Capital Grant Fund – Local (Fund 307) and in the Measure BB (Bicycle & Pedestrian) (Fund 135).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments with Diablo Engineering Group for Preliminary Engineering and Final Design for the Ohlone Greenway Modernization and Safety project, for an amount not to exceed \$550,000, for the period from June 1, 2022 through December 31, 2024. A record signature copy of said contract and any amendments is to be on file in the City Clerk Department.

ATTACHMENT 2
PROJECT LIMITS



Source: <https://www.openstreetmap.org/>



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Liam Garland, Director, Department of Public Works
Subject: Contract: ParkMobile, LLC for Mobile Parking Payment Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a three-year contract and any amendments with ParkMobile, LLC, to provide mobile parking payment at on-street meters and reservations at parking garages in an amount not to exceed \$300,000 for the period July 1, 2022 through June 30, 2025.

FISCAL IMPACTS OF RECOMMENDATION

Funding of \$300,000 is subject to appropriation in the FY 2023, FY 2024, and FY 2025 budgets from the Parking Meter Fund.

FY 2023	\$100,000
FY 2024	\$100,000
FY 2025	\$100,000
Total	\$300,000

The three-year \$300,000 contract amount is an estimate, as exact compensation will depend upon the number of transactions made using the ParkMobile service.

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley currently allows parking users a contactless payment option at on-street meters and to reserve parking in advance at the Center Street Garage via the ParkMobile, LLC (ParkMobile) mobile parking payment service. The current contract with ParkMobile was authorized by Council on October 3, 2017¹ and the service launched in Berkeley in May 2018. Based on ParkMobile’s satisfactory services, the City extended the contract by two one-year letter extensions, and the contract is set to expire on June 30, 2022.

On December 8, 2021, the City released Request for Proposals (RFP) Specification No. 22-11478-C for a Mobile Parking Payment System at on-street parking meters and

¹ October 3, 2017 *City Council Agenda*: <https://bit.ly/3HIYk6W>

reservations at City parking garages. Four proposals were reviewed and assessed, and ParkMobile received the highest overall score based on ability to meet all the City's specifications and value for the service.

Providing mobile parking payment services is a Strategic Plan Priority Project, advancing our goals to:

- Provide state-of-the-art, well-maintained infrastructure, amenities, and facilities; and
- Be a customer-focused organization that provides excellent, timely, easily-accessible service and information to the community.

BACKGROUND

In response to a 2014 Council referral, the City released an RFP for mobile parking payment services in 2016. ParkMobile, LLC received the highest overall score of three proposals based on staff training, customer service, and value for the service. The contract with ParkMobile was authorized by Council on October 3, 2017 and the service launched in Berkeley in May 2018.

ParkMobile offers a flexible and convenient option to pay for parking through a smartphone application (app), online via a website, or by telephone using a credit or debit card. Customers may initiate and extend parking sessions from their mobile devices, opt-in to receive alerts about their parking expiration time, and remotely add time to an existing parking session. Customers pay the posted hourly parking rate plus a \$0.35 convenience fee that covers ParkMobile's service costs.

ENVIRONMENTAL SUSTAINABILITY & CLIMATE IMPACTS

Mobile parking payment services have no direct impact on environmental sustainability or climate impacts.

RATIONALE FOR RECOMMENDATION

After careful consideration, City staff determined ParkMobile would continue to meet the City's full set of specifications for the mobile parking payment service, offering quality customer service and system maintenance services to the City. ParkMobile provides mobile parking payment services in Oakland, Walnut Creek, and Emeryville, and maintaining this service in Berkeley would continue to allow a familiar parking experience for East Bay drivers.

ALTERNATIVE ACTIONS CONSIDERED

If Council chooses not to authorize this contract, the City's contract with ParkMobile would end on June 30, 2022 without replacement. The City would no longer be able to offer mobile parking payment services to parking customers at on-street parking meters or advance reservations at the Center Street Garage.

CONTACT PERSON

Farid Javandel, Deputy Director Public Works (510) 981-7061

Danette Perry, Parking Services Manager (510) 981-7057

Gordon Hansen, Senior Planner (510) 981-7064

Attachments:

1: Resolution

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

CONTRACT: PARKMOBILE, LLC, FOR MOBILE PARKING PAYMENT SERVICES

WHEREAS, the City of Berkeley currently allows users to pay for on-street metered parking and reserve parking at the Center Street Garage in advance via the ParkMobile mobile parking payment service; and

WHEREAS, the ParkMobile service launched in 2018, and the City's contract with ParkMobile has been extended twice by letter extensions, with the contract set to expire June 30, 2022; and

WHEREAS, in December 2021, the City of Berkeley released a Request for Proposals (RFP) Specification No. 22-11478-C for Mobile Parking Payment services, received four proposals by the due date of January 25, 2022, and these were reviewed according to the RFP's scoring criteria; and

WHEREAS, ParkMobile received the highest overall score based on ability to meet all the City's specifications and value for the service.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract for an amount not to exceed \$300,000, and any amendments with Parkmobile, LLC for mobile parking payment services for the period from July 1, 2022 through June 30, 2025.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Liam Garland, Director, Department of Public Works
Subject: Contract No. 9977B Amendment: Portable Computer Systems dba PCS Mobile for Parking Permit and Citation Services.

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 9977B with Portable Computer Systems dba PCS Mobile increasing the contract amount by \$225,000, for a total amount not-to-exceed of \$2,050,000 and extending the contract term through June 30, 2024.

FISCAL IMPACTS OF RECOMMENDATION

Funding of \$225,000 is available in the FY 2023 Budget in the Parking Meter Fund (631-54-622-665-0000-000-472-612990- PWTRPK1401).

Current Contract Amount	\$1,825,000
Amended Contract Amount	\$ 225,000
Total NTE	\$2,050,000

CURRENT SITUATION AND ITS EFFECTS

The City currently uses Automated License Plate Reader (ALPR) systems for issuance of parking citations, with the license plate reading capabilities used to conduct time limit enforcement and verify permits in Residential Preferential Parking (RPP) areas.

The contract with PCS Mobile was last amended in May 2020 via Resolution 69,420-N.S.¹ increasing the contract not to exceed amount to \$1,825,000. The contract is currently set to expire on June 30, 2022.

While the ALPR units are operated by Parking Enforcement staff, the contract is managed by the Public Works Transportation Parking Services unit. Due to limited capacity and funding, it is infeasible to issue a new request for proposals (RFP) for ALPR equipment and support at this time. Moreover, the City's parking permit and enforcement system is reliant on ALPR. The budget increase includes funding for yearly costs associated with daily operations, including preventative maintenance, support services, and cellular network connectivity fees. Amending the contract with PCS Mobile

¹ May 26, 2020 *City Council Agenda*: <https://bit.ly/3HioFtE>

for an extension of two (2) years would ensure that existing parking permit and enforcement processes continue to run without a gap in service.

BACKGROUND

Effective management of Berkeley's public parking resources improves access to local businesses and reduces traffic congestion and safety hazards caused by drivers as they search for parking. In particular, ALPR technology enables Parking Enforcement Officers (PEOs) to cover more ground faster, allowing for more efficient patrols. In addition, ALPR is now the foundation of the City's digital parking permit management system: license plates now function as annual permits, allowing faster yearly renewals and eliminating the need for the City to purchase and distribute physical bumper decals. After requests from the community, the City now offers license plate-based 1-Day Visitor Passes.

On January 27, 2015, Council authorized Contract No. 9977 with PCS Mobile to install and maintain five Genetec ALPR systems as part of the goBerkeley parking management pilot program.² The contract with PCS Mobile was first amended in December 2017 via Resolution 68,085-N.S.,³ to fund the purchase of fifteen (15) additional ALPR systems, bringing the City's total to twenty (20) systems, as well as yearly costs associated with daily operations, including preventative maintenance, support services, and cellular network connectivity fees through June 30, 2022.

On May 14, 2019 via Resolution No. 68,877-N.S., Council authorized the purchase of fifteen (15) new Westward Industries "GO-4" parking enforcement vehicles.⁴ These new vehicles replaced older GO-4s that were already outfitted with ALPR systems. Removing ALPR systems from the old vehicles and reinstalling them onto the new GO-4s incurred costs beyond what was originally budgeted. The May 2020 contract amendment provided funding to replenish the contract budget so operations could run smoothly through the duration of the contract.

The use of ALPR equipment is currently guided by the Berkeley Police Department's Administrative Order #001-2016,⁵ with discussions currently underway to revise and update this policy. Pursuant to Ordinance 7,592-N.S. (the Surveillance Technology Use and Community Safety Ordinance), the City Manager must submit to the City Council a Surveillance Technology Report regarding ALPR use each year.⁶

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Effective parking enforcement increases compliance with parking rates and time limits, which are used to improve parking availability. Reducing greenhouse gas emissions produced by vehicular traffic is one of the City's 2009 Climate Action Plan goals.

² January 27, 2015 *Contract: PCS Mobile for Equipment Vendor in Automated Data Collection and Enforcement System (goBerkeley)* <http://bit.ly/2ncJhdP>

³ July 11, 2017 *City Council Agenda*: <https://bit.ly/2UoF5c9>

⁴ May 14, 2019 *City Council Agenda*: <https://bit.ly/2xYdkiZ>

⁵ Administrative Order issue date 2/18/16: <https://bit.ly/3uStN26>

⁶ March 27, 2018 Ordinance: <https://bit.ly/3r4MRcp>

RATIONALE FOR RECOMMENDATION

ALPR is integral to current parking enforcement operations and residential permit management. In addition, Parking Enforcement Officers (PEOs) find the technology easy to use and effective at increasing enforcement capacity. This in turn increases compliance with existing parking management regulations, and reinforces Council-supported programs.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Farid Javandel, Deputy Director, Public Works (510) 981-7061
Danette Perry, Manager, Parking Services (510) 981-7057
Gordon Hansen, Senior Planner (510) 981-7064

Attachments:

1: Resolution

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

CONTRACT NO. 9977B AMENDMENT: PORTABLE COMPUTER SYSTEMS DBA
PCS MOBILE TO AUGMENT BUDGET AND EXTEND CONTRACT TERM TO
MAINTAIN PARKING PERMIT AND ENFORCEMENT SERVICES

WHEREAS, the City of Berkeley currently uses Automated License Plate Recognition (ALPR) systems to conduct parking enforcement operations; and

WHEREAS, the City amended the contract in 2020 and increased the contract not to exceed amount to \$1,825,000; and

WHEREAS, the current contract is set to expire on June 30, 2022; and

WHEREAS, the City does not have adequate capacity to complete a new equipment solicitation process before the contract expiration; and

WHEREAS, the City's parking permit and enforcement system is fully reliant on ALPR equipment; and

WHEREAS, the contract amendment will provide continuous service for parking permit processes and programs until such time a Request for Proposals (RFP) process can be implemented; and

WHEREAS, funding of \$225,000 for this contract amendment is available in the FY 2023 Parking Meter Fund (631-54-622-665-0000-000-472-612990- PWTRPK1401).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 9977B with PCS Mobile, increasing the contract not to exceed amount to \$2,050,000 and extending the contract term through June 30, 2024.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Liam Garland, Director, Public Works
 Subject: Contract No. 117441-1 Amendment: Chrisp Company for Roadway Thermoplastic Markings

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 117441-1 with Chrisp Company to extend the contract term by two years to June 30, 2024, with an option for up to three additional one-year extensions.

FISCAL IMPACTS OF RECOMMENDATION

The contract amendment is to extend the contract term to June 30, 2024 with an option for up to three additional one-year extensions. The not-to-exceed amount of this on-call contract will remain at \$1,250,000.

CURRENT SITUATION AND ITS EFFECTS

Chrisp Company was retained under contract 117441-1 (FUND\$ Contract No. 10732) for installation of roadway thermoplastic markings and roadside signs within the City. The existing contract has a not-to-exceed amount of \$1,250,000 with an end date of June 30, 2022.

The proposed contract extension will allow City staff to continue services utilizing the scope of work outlined in the existing contract for various projects, including traffic calming projects, safety improvements, capital projects, and regular maintenance work. Unit price increases for the future contract years will be commensurate with the current escalation rate. Bid items will also be updated to remain compliant with current State standards relating to pavement markings and roadside signs.

Roadway Thermoplastic Markings is a Strategic Plan Priority Project, advancing our goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

The City must periodically refresh pavement markings for roadway safety as poor visibility of markings can contribute to unsafe conditions for pedestrians, bicyclists and motorists. The City also installs new thermoplastic markings and signs including those related to bike and pedestrian improvements, the traffic calming program, quick build

projects, or various safety upgrades. Much of this work requires retaining an outside contractor, as the City does not have internal staff or equipment resources to provide these upgrades as required by the various projects throughout the City.

A Request for Bids and Specifications for Roadway Thermoplastic Markings (Specification No. 16-11078-C) was issued on March 10, 2017. Chrisp Company was determined to be the lowest responsive and responsible bidder, meeting all proposal requirements and specifications. Resolution No. 68,088-N.S. authorized the City Manager to execute a contract and any amendments with Chrisp Company in an amount not to exceed \$1,250,000 for roadway thermoplastic markings for the period of July 1, 2017 through June 30, 2022. Contract No. 117441-1 (FUND\$ Contract No. 10732) was executed on October 3, 2017.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Improved roadway markings and signage is consistent with the City's efforts to improve efficiency and safety of movement of people and vehicles throughout the City's roadway network. Markings and signage can also advance opportunities for people to safely walk, bike, and take public transit, therefore working to reduce greenhouse gases and pollutants that impact air quality.

RATIONALE FOR RECOMMENDATION

The City does not have the in-house staff or equipment resources needed to maintain all markings and signs throughout the City.

ALTERNATIVE ACTIONS CONSIDERED

To not amend the Chrisp Contract will delay installation of new signing and striping until a new bid process can be completed.

CONTACT PERSON

Farid Javandel, Deputy Director of Transportation, Public Works, (510) 981-7061
Jesse Peoples, Associate Transportation Engineer, Public Works, (510) 981-6416

Attachments:

1: Resolution

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

CONTRACT NO. 117441-1 AMENDMENT: CHRISP COMPANY FOR ROADWAY
THERMOPLASTIC MARKINGS

WHEREAS, the City must periodically refresh pavement markings and install new roadway markings and signage related to bicyclist and pedestrian improvements, traffic calming, and miscellaneous safety projects; and

WHEREAS, the City does not have internal staff or equipment resources to provide pavement marking and signage maintenance and installation at the pace required by the various projects throughout the City; and

WHEREAS, a Request for Bids and Specifications was advertised on March 10, 2017, and Chrisp Company was determined to be the lowest responsive and responsible bidder; and

WHEREAS, Resolution No. 68,088-N.S. authorized the City Manager to execute a contract and any amendments with Chrisp Company in an amount not to exceed \$1,250,000 for the period of July 1, 2017 through June 30, 2022; and

WHEREAS, Contract No. 117441-1 (FUND\$ Contract No. 10732) with Chrisp Company was executed on October 3, 2017, and currently has capacity under the existing scope of work for various City projects and tasks; and

WHEREAS, contract rate increases for future years will be commensurate with the current escalation rate and bid items will be updated to remain compliant with current State standards.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 117441-1 with Chrisp Company to extend the contract term by two years with an option for up to three additional one-year extensions.



Office of the City Manager

CONSENT CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Liam Garland, Director, Department of Public Works

Subject: Contract No. 31900047 Amendment: Pavement Engineering Inc. for On-Call Civil Engineering and Construction Management Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900047 with Pavement Engineering Inc. for on-call civil engineering services, increasing the contract amount by \$1,000,000 for a total not-to-exceed amount of \$3,500,000 and extending the term of the contract from June 30, 2022 to December 31, 2023.

FISCAL IMPACTS OF RECOMMENDATION

Funding for this contract amendment is subject to appropriation in the Capital Improvement Program (CIP) Budget in the Capital Improvement Fund (501-54-623-673-0000-000-431-612310) and the Measure T1 Infrastructure Bond Fund (511-54-623-673-0000-000-431-612310).

CONCURRENT SITUATION AND ITS EFFECTS

In order for certain capital improvement programs to move forward, City resources must be supplemented with outside civil engineering consultants. There is a need for civil engineering services for designing streets, storm drains, green infrastructure, and sidewalk projects, and for construction management and inspection for these projects.

The original contract with Pavement Engineering Inc. (PEI) covered a three-year period from FY 2019 through FY 2021, with a not to exceed amount of \$1,500,000. On April 28, 2020, Council authorized an amendment to Contract No. 31900047 by Resolution No. 69,376-N.S. for an additional \$1,000,000 for a total not to exceed amount of \$2,500,000 and extending the term to June 30, 2022.

From September 1, 2018 to February 28, 2022, task orders for civil engineering services have been authorized to PEI for approximately 80% of their total contract amount. The scope of work has included pavement analysis and design, and construction management and inspection. Although less than three months remains in the contract, there is a significant need for on-call civil engineering services over the next 1-2 years for the multiple projects generated by the November 2016 passage of the

Measure T1 Infrastructure & Facilities GO Bond (T1), including accelerated street paving. In order to continue providing existing services and to expedite project design, staff proposes amending the contract for PEI for increased expenditure authority.

The provided services support the Strategic Plan goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

The Engineering Division of the Public Works Department is experiencing significantly increased workloads, resulting from a high vacancy rate, deferred maintenance, ongoing capital projects, and T1 projects. The City has used civil engineering consultants to design and manage projects under staff's supervision. These include situations in which the nature of the work is specialized such as paving, drainage, and green infrastructure for design, permitting, construction administration, and inspections. On-call contracts provide professional design, engineering, and construction management services when needed and enable Public Works to deliver on capital projects.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no negative environmental effects or climate impacts related to this action. These contracts will help ensure successful completion of capital improvement projects including complete streets projects which facilitate walking and cycling as alternatives to driving.

RATIONALE FOR RECOMMENDATION

Pavement Engineering Inc. has particular expertise in engineering design, construction management, and construction support. Amending this contract will assist the City in proceeding with planned capital improvement projects and monitoring work by utilities.

ALTERNATIVE ACTIONS CONSIDERED

City Council could choose not to amend this contract, in which case, the current contract expires and the not-to-exceed amount is depleted. This will result in delays to planned capital improvement projects and existing services.

CONTACT PERSON

Liam Garland, Director, Public Works, (510) 981-6303
Joe Enke, Manager of Engineering, Public Works, (510) 981-6411

Attachments:

1: Resolution – Amendment to Contract with Pavement Engineering, Inc.

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

CONTRACT NO. 31900047 AMENDMENT: PAVEMENT ENGINEERING INC. FOR
ON-CALL CIVIL ENGINEERING SERVICES

WHEREAS, on July 24, 2018 by Resolution No. 68,562-N.S., the City Council authorized Contract No. 31900047 with Pavement Engineering, Inc. for on-call civil engineering services, in an amount not to exceed \$1,500,000 for a three-year period expiring June 30, 2021; and

WHEREAS, on April 28, 2020 by Resolution No. 69,376-N.S., the City Council authorized an amendment to Contract No. 31900047 with Pavement Engineering, Inc. for on-call civil engineering services increasing the amount by \$1,000,000 for a revised contract amount not to exceed \$2,500,000 and extending the term to June 30, 2022; and

WHEREAS, the City does not have sufficient in-house resources to perform the volume of necessary civil engineering services within the next one to two years; and

WHEREAS, the City desires to retain on-call civil engineering services for various Public Works projects including multiple projects generated by the passage of the Measure T1 Infrastructure & Facilities GO Bond and staff augmentation services; and

WHEREAS, funds are available from the Capital Improvement Fund 501 and the Measure T1 Infrastructure & Facilities GO Bond Fund 511.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to the Contract No. 31900047 with Pavement Engineering Inc. for on-call civil engineering services increasing the amount by \$1,000,000 for a total not to exceed \$3,500,000 and extending the term of the contract to December 31, 2023. A record signature copy of said contract and any amendments to be on file in the Office of the City Clerk.



Office of the City Manager

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Liam Garland, Director, Public Works
 Subject: Lease Amendment: Options Recovery Lease of City Property 1835 Allston Way

RECOMMENDATION

Adopt first reading of an Ordinance authorizing the City Manager to execute an Amendment to the Lease Agreement with Options Recovery Services for the Old City Hall Annex Building located at 1835 Allston Way. The Lease provides for a total of two options to renew for five (5) year terms. This first option period shall commence (retroactively) on January 1, 2020, and end on December 31, 2024.

FISCAL IMPACTS OF RECOMMENDATION

As part of the initial Lease terms, Options completed specific required improvements to the building then valued at approximately \$127,000. Improvement were completed and the initial term of the lease expired on December 31, 2019. Section 3. RENT, subsection A. Minimum Rent states, that “during the Initial Term, and during any Renewal Term, the Minimum Rent shall be ONE HUNDRED DOLLARS (\$100.00) per year.” Therefore, rent will continue to be \$100.00 per year. Receipts will be entered in the General Fund ERMA Revenue Account: 011-54-624-697-0000-000-000-461110.

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley owns the Old City Hall Annex (the Annex) at 1835 Allston Way, to the south of the Maudelle Shirek Building (Old City Hall). The Annex fronts on Allston Way, and has another entrance from the adjacent parking lot, and is a City of Berkeley Designated Landmark. The building is about 6,400 square feet divided into variously sized office and meeting rooms, with restrooms. Prior to Options Recovery Services (“Options”) initial term in the building, it had been vacant since the summer of 2012.

Options is a non-profit organization that provides services and support for people in recovery from substance abuse. Services are provided at the Veterans Memorial Building at 1931 Center Street. The Annex serves as an office and meeting space for Options’ staff.

BACKGROUND

Options Recovery Services was selected to lease the Annex as a result of an RFP issued in October 2012 (RFP Specification No. 14-10782). Options continues to focus on the vision of their late founder Dr. Davida Coady, a physician who specialized in substance abuse treatment. In partnership with Berkeley Mental Health and other organizations, Options grew and expanded to promote an alternative sentencing approach addressing substance abuse-related offenses in the courtroom.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental impacts identified at this time.

RATIONALE FOR RECOMMENDATION

Options Recovery Services completed significant improvements, and as part of the lease terms, was responsible for specified upgrades and renovations.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Dionne Early, Community Development Project Coordinator, Public Works, 510-981-6453

Attachments:

1: Ordinance

- Exhibit A: Lease Amendment for City of Berkeley Property at 1835 Allston Way
- Exhibit B: Lease Agreement between the City of Berkeley and Options Recovery Services

ORDINANCE NO. -N.S.

AUTHORIZING LEASE AMENDMENT FOR OPTIONS RECOVER SERVICES AT 1835
ALLSTON WAY

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. FINDINGS:

- A. The City adopted Ordinance No. 7,328-N.S. authorizing a Lease Agreement with Options Recovery Services (Lessee) executed April 23, 2014 with an initial term that ended December 31, 2019 for the Old City Hall Annex located at 1835 Allston Way, Berkeley, California.
- B. In the Lease, the City and Lessee agreed to two additional five (5) year option terms. The Lessee exercised its right to an option term to begin (retroactively) January 1, 2020 and expire December 31, 2024. The revenue projection to the City for the term of this lease option is \$500.00 (Five Hundred Dollars). Receipts will be entered in the General Fund ERMA Revenue Account: 011-54-624-697-0000-000-000-461110.

Section 2. AUTHORIZATION FOR CITY MANAGER TO AMEND THE LEASE AGREEMENT WITH OPTIONS RECOVERY SERVICES AT 1835 ALLSTON WAY.

The City Manager is hereby authorized to amend the lease agreement with Options Recovery Services for improved real property at 1835 Allston Way, Berkeley, CA, and to make any amendments thereto. Such lease amendment shall be on substantially the terms set forth in Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

**LEASE AMENDMENT FOR CITY OF BERKELEY
PROPERTY AT 1835 ALLSTON WAY**

This lease amendment (“**Amendment**”) is made on _____ between the CITY OF BERKELEY ("**Landlord**"), a Charter City organized and existing under the laws of the State of California and Options Recovery Services ("**Tenant**"), a nonprofit organization, who agree as follows:

This lease amendment is made with reference to the following facts and objectives:

A. Landlord is the owner of the real property at 1835 Allston Way, Berkeley, California, ("**Premises**") commonly referred to as the “Old City Hall Annex” as further described in Exhibit A, attached to and made a part of this lease.

B. Tenant entered into a lease (“**Lease**”) with Landlord on April 23, 2014. Tenant is occupying and conducting business in the total square footage of the building measuring 6,400 square feet of the premises and identified in Exhibit A, attached to and made part of this lease.

C. Tenant has exercised its right under the Lease to renew the Lease for another five (5) years per Section 2., Term. The Lease provides for a total of two options to renew for 5-year terms. This first option period shall commence (retroactively) on January 1, 2020, and end on December 31, 2024.

D. Tenant wishes to lease the premises for the purpose of continuing to operate a nonprofit organization that delivers substance abuse disorders treatment programs including intensive outpatient day treatment, and evening treatment program, case management services, associated mental health treatment, and physical health screening and drug testing in Berkeley and throughout Alameda County. _____.

E. Landlord and Tenant have agreed that the monthly base rent from January 1, 2020 to December 31, 2024, shall be ONE HUNDRED DOLLARS (\$100.00) for each year of the Lease per Section 3. Rent.

1. **Section 3. RENT**, subsection B., is amended to read as follows:

B. Manner of Payment All rent and other payments due from Tenant shall be made to Landlord in lawful money of the United States of America at Landlord's address for notice hereunder, or to such other person or at such other place as Landlord may from time to time designate in writing. At Tenant's option, rent may be paid annually and due January 1st of the year being paid or pay the entire term (\$500) due within 30 days following approval and execution of this Lease Amendment. Any other payments from the Tenant (utilities, etc.,) and any other payments will be billed separately.

2. **Section 6. SERVICES**, subsection A., is deleted in its entirety and replaced by the following:

6. SERVICES

- A. Tenant shall make all arrangements for and pay for all utilities and services, including electricity, gas, garbage, water, sewer and telephone, and all fees and periodic charges related thereto. Where direct payment of utilities and services by Tenant is not feasible, Tenant shall reimburse Landlord, without deduction, setoff, prior notice, or demand, the sum billed for the previous year's utilities and services. The bill is due upon receipt and shall be paid to Landlord at the address to which notices to Landlord are given.

3. Section 29. **NOTICES**, is deleted in its entirety and replaced by the following:

29. NOTICES

A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this lease and deposits it with the U.S. Postal Service, registered mail, postage prepaid. For purposes of this lease, notices shall be addressed as follows, as appropriate:

To the Landlord: City of Berkeley
Department of Public Works - Real Property
1947 Center Street, Fifth Floor Suite 521
Berkeley, CA 94704

With a Copy to: City of Berkeley
Department of Public Works
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

To the Tenant: Executive Director
Options Recovery Services
1835 Allston Way
Berkeley, CA 94704

4. This Lease is amended to include the following language regarding the **Required Accessibility Disclosure**:

REQUIRED ACCESSIBILITY DISCLOSURE

- a. Landlord hereby advises Tenant that the Premises and Improvements have not undergone an inspection by a certified access specialist, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Building in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:
- b. “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or landlord may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” [Cal. Civ. Code Section 1938€]. Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Premises with regard to such inspections and shall be subject to Landlord’s prior written consent.

- 5. Further, this Contract is amended to include the following language regarding the City’s Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. “Data Broker” means either of the following:

- i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City’s computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

In all other respects, the Lease executed on April 23, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease amendment as of the date written on the first paragraph of this lease.

LANDLORD
CITY OF BERKELEY

By: _____
City Manager

THIS LEASE HAS BEEN
APPROVED AS TO FORM
BY THE CITY ATTORNEY
OF THE CITY OF BERKELEY
6/2004

REGISTERED BY:

City Auditor

ATTEST:

Deputy City Clerk

TENANT:

Signature: _____
Title: _____

City of Berkeley Business License No.

ORDINANCE NO. 7,328-N.S.

LEASE: OLD CITY HALL ANNEX TO OPTIONS RECOVERY SERVICES

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. FINDINGS:

The Old City Hall Annex is located at 1835 Allston Way, to the south of the Maudelle Shirek Building (Old City Hall). The front door is on Allston Way; and the other entrance is from the adjacent parking lot. The Annex is approximately 6,400SF with interior divisions into office and meeting room spaces of different sizes, and non-ADA accessible men's and women's restrooms. Options Recovery Services is a non-profit organization currently doing business at the Veterans Memorial Building at 1931 Center Street in Berkeley. The organization will expand its operations to provide more services for men and women, including: substance abuse disorders treatment programs including intensive outpatient day treatment, an evening treatment program for people working or going to school, case management services, associated mental health treatment, physical health screening and drug testing. The Old City Hall Annex is currently vacant and requires a significant amount of repairs and improvements. Options Recovery Services will be responsible for all upgrades and renovations in the Annex, as required by the terms of the lease. Repairs and improvements are expected to be completed in August 2014.

Section 2. AUTHORIZATION FOR CITY MANAGER TO ENTER INTO A LEASE for property at 1835 Allston Way, Berkeley, California.

The City Manager is hereby authorized to execute a 5-year lease agreement with two 5-year options, and any amendments thereto, with Options Recovery Services for real property located at 1835 Allston Way, Berkeley, California. Such lease shall be on substantially the terms set forth in Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on February 11, 2014 this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Anderson, Arreguin, Capitelli, Maio, Moore, Wengraf, Worthington, Wozniak and Bates.

Noes: None.

Absent: None.

* * * * *

At a regular meeting of the Council of the City of Berkeley held on February 25, 2014, this Ordinance was adopted by the following vote:

Ayes: Anderson, Arreguin, Capitelli, Maio, Moore, Wengraf, Worthington, Wozniak and Bates.

Noes: None.

Absent: None.

ATTEST: 
Mark Numainville, CMC, City Clerk


Tom Bates, Mayor

Date signed: February 27, 2014

CITY OF BERKELEY
IMPROVED PROPERTY LEASE

Between

**THE CITY OF BERKELEY, A CHARTER CITY
ORGANIZED AND EXISTING UNDER THE LAWS
OF THE STATE OF CALIFORNIA**

as Landlord,

and

OPTIONS RECOVERY SERVICES

as Tenant.

For the Property at
1835 Allston Way (Old City Hall Annex)
Berkeley, CA

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LEASE

THIS LEASE is made by and between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("Landlord" or "City") and OPTIONS RECOVERY SERVICES, a non-profit organization doing business at 1931 Center Street, in Berkeley, CA ("Tenant").

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the term and subject to the terms, covenants, agreements and conditions set forth below, to each and all of which Landlord and Tenant hereby mutually agree.

1. DEFINITIONS

A. Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

B. "Affiliate," as to any person, shall mean such person's partners, members, commissioners, officers, employees, volunteers and agents.

C. "Building" shall mean the building(s) on the Premises as shown on Exhibit A.

D. "Lease Year" shall mean each twelve-month period during the term of the Lease commencing upon the effective date of the Lease.

E. "Premises" shall mean the building located at 1835 Allston Way, commonly known as "Old City Hall Annex," including the exterior perimeter out to the edge of the sidewalks as further described on Exhibit "A", the total square footage of the building measuring approximately 6,400 sq. ft. with interior divisions into offices and meeting room spaces. (See Exhibit B).

F. "Renewal Term" shall mean the 5-year period after either option to renew the Lease is exercised.

2. TERM

A. Initial Term and Term of Renewal. This Lease shall take effect once duly approved by the Berkeley City Council and executed by both Landlord and Tenant ("the Effective Date"). The Initial Lease Term will expire at midnight December 31, 2019 ("the Termination Date"). Tenant shall have an option to renew this lease for two (2) additional 5-year terms upon the conditions set forth in subparagraph B, below.

B. Procedure for Renewal. If Tenant wishes to renew the Lease beyond the Initial Lease Term, Tenant must provide written notice of such intent to Landlord at least one hundred and twenty (120) days prior to the expiration of the Initial Term. If Tenant exercises the first option and wishes to renew the Lease beyond the first Renewal Term, Tenant must provide

written notice of such intent to Landlord at least one hundred and twenty (120) days prior to the expiration of the first Renewal Term. If Landlord, at its sole discretion, determines that Tenant has complied with all terms and conditions of the Lease, at least sixty (60) days prior to expiration of the Lease, Landlord shall provide written notice to Tenant of any additional improvements that will be required to be completed by Tenant during either of the 5-year renewal terms and notice of its determination to grant renewal of the lease upon condition that Tenant agrees to the additional improvements, if any, at least thirty (30) days prior to the expiration of the Lease.

C. If, after Landlord's initial determination that Tenant has complied with the terms and conditions of the Lease but prior to its actual expiration, Landlord determines, at its sole discretion, that Tenant has failed to comply with any term or condition of the Lease, Landlord may revoke the granting of any additional term and seek applicable remedies under the Lease, including, but not limited to Paragraph 19.

D. After the Initial Lease Term, Landlord may, at its sole discretion and without cause, provide 18 months notice to Tenant of the termination of lease, after the expiration of which the Lease shall terminate. In the event of termination under this subparagraph, Landlord shall: (i) reimburse Tenant for the depreciated costs, amortized over a 10 year period from year one of original lease, of any improvements it has made that are set forth in Exhibit C; and (ii) make its best efforts to assist Tenant with relocation.

E. At the expiration of the Initial Term, or either Renewal Term, or any sooner termination of this lease due to default, Tenant agrees to quit and surrender possession of the premises and its appurtenances to Landlord in good order and condition. Tenant agrees to reimburse the Landlord for any damage done to the property caused by Tenant's occupation or tenancy excepting reasonable wear and tear and damage by the elements. Tenant shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Tenant will pay Landlord any removal costs incurred by Landlord. At the end of the tenancy, Tenant agrees to deliver the property keys to the Landlord in person or by mail to the Landlord's designated agent.

3. RENT

A. Minimum Rent Tenant shall pay to Landlord as a minimum rental for its use and occupancy of the Premises an annual rent of **ONE HUNDRED DOLLARS (\$100.00)** for each year of the Lease. For purposes of determining Minimum Rent for the first year of the Lease, ending on December 31, 2014 the amount will be pro-rated for a partial year. In each subsequent Lease Year during the Initial Term, and during any Renewal Term, the Minimum Rent shall be **ONE HUNDRED DOLLARS (\$100.00)** per year. See also Exhibit "D" – Payment.

B. Manner of Payment All rent and other payments due from Tenant shall be made to Landlord in lawful money of the United States of America at Landlord's address for notice hereunder, or to such other person or at such other place as Landlord may from time to time designate in writing.

C. Delinquency And Late Charges; Interest

1. Tenant hereby acknowledges that its late payment of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult or impracticable to ascertain. Such costs include, without limitation, processing and accounting charges and overtime wages. Accordingly, any payment of rent or other sum due hereunder that remains due and unpaid for a period of ten (10) days after it becomes due and payable shall be subject to a delinquency charge of ten percent (10%) of the delinquent amount. The parties agree that such charge represents a fair and reasonable estimate of the costs Landlord shall incur by reason of Tenant's late payment. Landlord shall apply any monies received from Tenant first to any accrued delinquency charges and then to any rent then due. Acceptance of such delinquency charges by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount. The delinquency charge is in addition to all other remedies that Landlord may have under this Lease or at law.

2. Any amount due to Landlord, if not paid when due, shall bear interest from the date due until paid at the rate of the twelve percent (12%) per annum. Interest shall not be payable on delinquency or late charges nor on any amounts upon which such charges are paid by Tenant, to the extent such interest would cause the total interest to exceed that legally permitted. Payment of interest shall not excuse nor cure any default hereunder by Tenant.

D. Accord and Satisfaction. Landlord's acceptance of a lesser amount of rent or other sum due hereunder shall not be deemed to be other than on account of the earliest rent or payment due and shall be applied by Landlord as provided in subparagraph E. 1. No endorsement or statement on any check or letter accompanying any such check or payment shall be deemed an accord and satisfaction, and Landlord may accept such check or payment and pursue any other remedy available under this Lease or at law. Landlord may accept any partial payment from Tenant without invalidation of any contractual notice required hereunder (if required) and without invalidation of any notice required pursuant to California Code of Civil Procedure Section 1161, et seq., or any successor statute.

4. PROPERTY AND OTHER TAXES

A. Possessory Interest Taxes. The property interests created by this Lease may be subject to property taxation and Tenant, in whom the possessory interest is vested, will be responsible for the timely payment of any property taxes levied on such possessory interest. Tenant agrees to pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, city or any tax or assessment levying body against the transfer of the leasehold interest hereunder upon recordation or otherwise, or upon any activity carried on under this Lease, any interest in this Lease or any possessory right which Tenant may have in or to the Property or the Property by reason of its use or occupancy thereof or otherwise.

B. City of Berkeley Assessments. Tenant also shall be responsible for and shall pay prior to delinquency all assessments imposed against the Property and/or the Property by Landlord. Tenant acknowledges that Landlord has established certain assessment districts within the City of Berkeley and that all properties within the assessment districts are subject to annual assessments. Landlord reserves the right to create additional districts and to terminate any such district(s). Landlord shall provide Tenant with written notice of each such assessment not later than sixty (60) days before such assessment is due and payable.

C. Personal Property and Other Taxes. In addition to all other sums to be paid by Tenant hereunder, Tenant shall pay, before delinquency, any and all taxes levied or assessed during the term of the Lease on Tenant's equipment, furniture, fixtures, merchandise, and other personal property located in the Property, and shall pay, or shall reimburse Landlord for, any and all assessments (including, without limitation, all assessments for public improvements, services or benefits, irrespective of when commenced or completed), excises, levies, business taxes, Lease, permit, inspection and other authorization fees, transit fees, service payments in lieu of taxes and any other fees or charges of any kind, which are levied, assessed, or imposed by any public authority: (i) upon or measured by rental payable hereunder, including without limitation, any gross income tax or excise tax levied by the City of Berkeley, Alameda County, the State of California, the Federal Government or any other government body with respect to the receipt of such rental; (ii) upon or with respect to the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the or any portion thereof; (iii) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, merchandise, and other personal property located at or in the Premises or by the cost or value of any improvements made by Tenant to the Property, regardless of whether title to such improvements shall be in Tenant or Landlord; or (iv) upon this Lease or any document to which Tenant is a party creating or transferring an interest in the Property.

D. Tenant's Right to Contest. Tenant may, at no cost to Landlord, reasonably contest the legal validity or amount of any taxes, assessments, or charges for which Tenant is responsible under this Lease, and institute such proceedings as Tenant considers necessary; provided, however, that Tenant shall at all times protect Landlord from foreclosure of any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant.

5. USE OF PREMISES: OPERATION

A. The Premises shall be used by Tenant to deliver to men and women with substance abuse disorders treatment programs including intensive outpatient day treatment, an evening treatment program for people working or going to school, case management services, associated mental health treatment, physical health screening and drug testing. Tenant may add new program activities with written approval from the City 30 days prior to commencement and such permission will not be unreasonably withheld so long as the majority of the programs held on the Premises focus on providing primary and ancillary services for men and women with substance abuse disorders.

B. Business may be conducted with the public on the Premises Monday through Friday, 8:00 a.m. – 8:00 p.m. provided that Tenant shall have obtained all required permits.

C. Tenant shall operate its business on and about the Premises in a manner consistent with the use permitted herein and the standards promulgated by Landlord. Tenant shall not allow participants to congregate, smoke or make unreasonable noise on the sidewalk or any areas adjacent to the property.

D. With the exception of persons requiring ADA access, Tenant shall ensure that members of the public, including its program participants, use only the front entrance and not the rear entrance to enter the building, and shall ensure that none of its employees, volunteers,

guests, program participants or members of the public visiting the Premises, shall congregate or smoke in the Common Area or adjacent parking lot at the rear of the Premises.

E. Tenant will comply with all applicable safety standards in effect at any given time, and take all necessary steps to ensure that its participants are properly supervised to prevent injury to participants and others. Tenant will provide adequate supervision of the participants at all times while using the Premises.

F. Landlord shall have no responsibility for Tenant's equipment that may be lost, stolen, or damaged.

G. Tenant agrees to cooperate with the City in promoting community participation in Tenant's programs and activities held on the Premises.

H. Tenant shall not, without the written consent of Landlord:

1. Place, construct or maintain in, on, or about the Premises any advertisement media, including without limitation, searchlights, flashing lights, loudspeakers, or other similar media or device;

2. Place or permit the use in or on the Premises of any video games, pinball machines or other devices or equipment for amusement or recreation, or any vending machines, newspaper racks or other coin operated devices (excepting pay telephones).

3. Warehouse or stock on the Premises any goods, wares or merchandise other than that which is directly related to the Tenant's use of the Premises;

4. Store, display or sell goods or merchandise on the Property or place or permit portable signs or other devices to be stored or to remain on the Property;

5. Use or permit any portion of the Premises, inside or outside the building, to be used as living or sleeping quarters or for sleeping; and

6. Sell, distribute, display, or offer for sale any item, which, in Landlord's good faith judgment, may tend to detract from the image of the Annex.

I. Tenant shall not do or permit to be done in, on, or about the Premises anything which is prohibited by or may conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereafter enacted or promulgated, which is prohibited by the standard forms of special form or commercial general liability insurance or which may cause a cancellation of any insurance policy covering the Premises or any of its contents, or (except with the prior written consent of Landlord) which may increase the existing rate of or affect any special form or commercial general liability insurance or other insurance upon the Premises, or any of its contents. In the event Tenant does or permits to be done anything or keeps or permits to be kept anything on or about the Premises which increases the existing rate of such insurance upon the Premises or any of its contents, Tenant shall pay the amount of any such increase

promptly upon Landlord's demand. Tenant shall not do or permit anything to be done which will in any way obstruct or interfere with the rights of other lawful users of the Premises, including, without limitation, tenants, their employees or invitees, disturb or annoy them, or use or allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant shall not maintain or permit any nuisance in or about the Premises or commit or suffer to be committed any waste in or upon the Premises.

J. No auction, fire, bankruptcy, distress, clearance, or going-out-of-business sale shall be conducted on the Premises nor shall any sign or advertisement regarding such activity be posted in or about the Premises.

K. Tenant shall not use or permit the Premises to be used in any manner or permit anything to be brought into or kept therein which would (i) violate the certificate of occupancy for the Premises; (ii) make it impossible or extraordinarily difficult to obtain special form coverage, commercial general liability or other insurance required to be furnished by Tenant under this Lease; (iii) cause structural injury to any part of the Premises or the Building; (iv) impair or interfere with the proper operation and maintenance of the Premises; or (v) violate any of Tenant's other obligations under this Lease.

L. If any governmental license or permit, other than a certificate of occupancy, shall be required for the proper and lawful conduct of Tenant's business, Tenant shall procure and maintain such license or permit and submit the same for inspection by Landlord. Tenant at all times shall comply with the terms and conditions of each such license or permit.

M. Nothing shall be done in or about the Premises by Tenant or anyone having a contractual relationship with Tenant that will result in substantial interference, by themselves or third parties, with normal operation and use of the Premises or the means of ingress and egress thereto ("Substantial Interference"). Tenant shall use every effort to eliminate Substantial Interference, including legal action. If Tenant fails to bring an immediate halt to any Substantial Interference, Landlord shall have the right (i) to take action and require Tenant to undertake and eliminate such Substantial Interference and (ii) to commence any legal action to eliminate such Substantial Interference. Any agreement entered into by Tenant with regard to use of the Premises shall contain a provision reserving to Tenant all of the necessary rights and remedies to permit Tenant to comply with its obligations under this provision and authorizing Landlord to enforce the terms of such provision if Tenant fails to do so.

N. The Tenant acknowledges that the Annex is a City of Berkeley Designated Landmark and that all construction, alterations and/or modifications to the building must comply with Chapter 3.24 of the Berkeley Municipal Code, including obtaining permits and approval of the Landmarks Preservation Commission.

6. SERVICES

A. Tenant shall make all arrangements for and pay for all utilities and services, including electricity, gas, garbage, water, sewer and telephone, and all fees and periodic charges

related thereto.

B. Landlord makes no representation or warranty that the supply of any utility or service to the Premises and/or the Building will not be interrupted, delayed or reduced.

C. Landlord shall not be liable for damages to either person or property; nor shall Landlord be deemed to have evicted Tenant; nor shall there be any abatement of any rent; nor shall Tenant be relieved from performance of any covenant on its part to be performed hereunder by reason of any (i) breakdown of equipment or machinery utilized in supplying utilities or services; (ii) interruption of or failure to supply or delay in supplying any such utilities or services; (iii) the limitation or restriction on use of water, electricity gas, or telecommunications service serving the Premises; or (iv) failure to repair or cure any of the foregoing, except in the case of Landlord's gross negligence or willful misconduct.

D. PARKING – Tenant acknowledges that this lease does not include any parking spaces.

7. OBLIGATION OF TENANT TO REMOVE PERSONAL PROPERTY.

Upon the expiration of this Agreement, Tenant is obligated to remove any personal property placed in the Premises by the Tenant. If any personal property does remain on the Premises upon the expiration of the Agreement it will be considered abandoned personal property, which will be removed, by the City and the Tenant will be responsible for all costs associated with removing the personal property from the Premises.

8. ALTERATIONS AND IMPROVEMENTS

A. Tenant acknowledges that Landlord owns the Premises. Tenant accepts the Premises from Landlord in its "as is" condition, the conditions that exist as of the Effective Date of this Lease. Tenant acknowledges that Landlord makes no representation or warranty concerning (i) the physical condition of the Premises; (ii) the Premises suitability for Tenant's proposed use; or (iii) the presence of any Hazardous Substance in or about the Property or the Premises, except as otherwise expressly set forth in this Lease. Landlord has encouraged Tenant to make its own physical inspection of all aspects of the Property and the Premises and to conduct its own investigation as to the suitability of the Property and the Premises for Tenant's use.

B. Upon the execution of this Lease, Landlord approves and requires that Tenant complete all of the improvements to the Premises listed on Exhibit "C" and that Tenant shall complete the improvements within the timeframe as stated in Exhibit "C" (Tenant's Work). Tenant shall not make any alterations, additions or improvements to the Premises (i) costing in excess of \$5,000 for any single instance or \$15,000 in the aggregate for any twelve (12) consecutive months or (ii) affecting the Building structure or utility systems, or attach any fixture or item of equipment thereto without Landlord's prior written consent except for the improvements listed in Exhibit "C". All such alterations, additions, or improvements shall be made at Tenant's sole expense in accordance with Landlord's General Design Requirements (if any) and the plans and specifications (including specifications for materials to be used in connection therewith) and a statement of the estimated cost of such work submitted to and

approved by Landlord (collectively the "Plans and Specifications"). If the cost thereof exceeds \$5,000 for any single instance, or if such Tenant's Work involves the Building structure or utility systems, any contractor or person employed or used by Tenant must be a licensed contractor. Landlord, in its sole discretion, shall approve or disapprove Tenant's request and may disapprove Tenant's use of any materials or substances, including but not limited to asbestos and fiber glass, which Landlord, in its sole discretion, deems potentially hazardous, toxic or threatening to health. To the extent that Tenant's Work shall require a building permit or other permits from the City of Berkeley and/or any other governmental agency, Tenant shall not perform any of Tenant's Work until Tenant has obtained all requisite permits. Tenant further shall comply with all prevailing wage requirements of California Labor Code Sections 1720 et seq., to the extent such requirements are applicable to Tenant's work.

C. Except as otherwise expressly provided in this Lease, Tenant shall not repair, replace or modify any utility system located within the Building without the Landlord's prior written consent. Tenant is responsible for the repair of any damage to any utility system, structural element of the Building(s), facilities of Landlord or any other facilities arising out of Tenant's construction activities or Tenant's negligence or willful misconduct; provided, however, such provision is not intended to and shall not be interpreted to make any other person or entity a third party beneficiary thereof.

D. This Lease specifically prohibits Tenant, or any other party, from expanding uses or structures allowed on the Premises beyond those designated in use permits approved by the City of Berkeley. Notwithstanding approval of any new Use Permit allowing expansion, or any future expansion of the uses in existing buildings, or additions to existing buildings, or construction of any new buildings, or moving existing buildings onto the Premises, are all subject to the prior written approval of the Landlord (with the exception of Exhibit "C") and all improvements (including Exhibit C Improvements) are subject to the environmental review and permit regulations and approvals of same by all applicable local, state, and federal agencies.

E. If Tenant proposes to make or construct any alterations, improvements, additions or fixtures (other than Exhibit C Improvements) that affect any portion of the Premises or any structures located on the Premises that are allowed under an existing use permit, Tenant shall first provide the Landlord with thirty (30) days prior written notice. If Landlord raises no objections within thirty (30) days after receipt of such notice, Tenant may proceed, provided Tenant obtains all required permits.

F. Except for Exhibit C Improvements, Tenant shall not substantially deface or change any floors, walls, ceilings, roofs, or partition any of the structures or improvements on the Premises without first providing thirty (30) days written notice to Landlord. If Landlord raises no objections within thirty (30) days after receipt of such notice, Tenant may proceed, provided Tenant obtains all required permits. Except as may be specifically approved in writing by Landlord, Tenant shall require all contractors to provide a labor and materials bond for the full amount of any contract for improvements that exceed \$50,000, including any applicable Exhibit C Improvements. Tenant shall pay, when due, all sums of money that may be due or become due for any labor, services, materials, supplies or equipment furnished to or for Tenant in, at, upon or about the Premises and which may be secured by any mechanic's, material men's or other lien against the Premises or Landlord's interest therein.

G. All alterations, improvements or additions that are now or in the future attached permanently to the Premises shall be the Property of Landlord and shall remain with the Property at the termination of this Lease, except that Landlord can elect within thirty (30) days of the termination of the Lease to require Tenant, at its cost, to remove any equipment that Tenant has affixed to the Premises.

1. Tenant agrees that to the extent it is required to comply with the prevailing wage requirements, Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of the California Labor Code), in effect on the date of Landlord's first approval of a building permit or other approval of the work. Copies of the applicable prevailing rate of per diem wages are on file at Landlord's principal office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the Property. Tenant, as a penalty to Landlord, shall forfeit Twenty-Five Dollars (\$25) for each calendar day, or portion thereof (or such other sum as specified from time to time by Section 1775 of the California Labor Code), for each worker paid less than the applicable prevailing rates for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Tenant.

2. Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on Tenant's Work covered by this subparagraph G showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 of the California Labor Code. In the event of noncompliance with the foregoing requirements concerning payroll records which continues for more than ten (10) days after Landlord gives Tenant written notice specifying in what respects Tenant must comply, Tenant shall forfeit, as a penalty to Landlord, for each worker Twenty-Five Dollars (\$25) for each calendar day, or portion thereof, until strict compliance is effectuated. Tenant shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprenticeable occupations, with respect to all work covered by that section. For purposes of the prevailing wage requirements of this subparagraph, Tenant shall be deemed to be a "contractor" as that term is used in Sections 1720 et seq., of the California Labor Code. Except where the context otherwise requires, the definitions of terms and phrases contained in the State prevailing wage law, Sections 1720 et seq., of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the prevailing wage requirements of this subparagraph G.

9. LIENS

A. Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not cause any such liens to be released of record, Landlord shall have, in addition to all other remedies provided herein or by law, the right (but not the obligation) to cause the same

to be released by such means as Landlord shall deem proper, including payment of the claim giving rise to such lien. All sums paid and all expenses incurred by Landlord in connection therewith shall be reimbursed by Tenant promptly on demand. Landlord shall have the right to post and keep posted on the Premises any notices (including, without limitation, notices of non-responsibility pursuant to California Civil Code Section 3094) that Landlord may deem proper for protection of Landlord and the Premises. Tenant shall give Landlord at least ten (10) business days' prior notice of the date of commencement of any Tenant's work on or in the Premises to allow Landlord to post such notices.

10. TENANT AND LANDLORD MAINTENANCE OBLIGATIONS

A. Except as provided for in subparagraph F below, Tenant agrees that during the entire term of this Lease, at its own cost and expense, it shall keep and maintain the Premises, and all leasehold improvements, fixtures, furniture, and other improvements located on the Premises, in good-quality order, repair and condition. Except as otherwise provided in this Lease, Tenant shall perform, at its own cost and expense, any and all maintenance, removal of graffiti, repairs, or rehabilitation to the Building(s), whether required by deterioration or by operations of Tenant or otherwise. This obligation includes any repairs to the roof. Tenant shall ensure that any graffiti on or about the Premises is abated within 72-hours of being discovered by Tenant, or within 48-hours of notification by City.

B. To the extent applicable, Tenant hereby waives the provisions of Civil Code Sections 1941 and 1942, and any other provision of law now or hereafter in effect, with regard to the habitability of the Property and the Premises.

C. "Good-quality order, repair and condition", as used herein, shall mean the maintenance, repair, or renovation of the Building, equipment, furniture, fixtures, outdoor lighting, signage, and appurtenances necessary to keep and maintain the Building in efficient and attractive condition, given the nature and age of the Building, at any time during the term of this Lease.

D. Prior to trimming any trees on the property, Tenant must obtain Landlord's permission.

E. Tenant shall provide its own janitorial service for the Premises, and all of Tenant's rubbish shall be removed by Tenant to such location(s) on the Premises as may be designated by Landlord for pick-up and disposal.

F. In the event of a dispute that Landlord and Tenant cannot informally resolve, Tenant's only remedy against Landlord shall be the right to terminate this Lease, effective thirty (30) days from the delivery of written notice to Landlord.

G. Nothing in this Paragraph 10 shall be deemed to affect or impair Landlord's rights under Paragraph 9 of this Lease. Tenant acknowledges that Landlord has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the Building or to improve the Premises, or any part thereof. Landlord has made no representations respecting the condition of the Building, or the Premises, except as specifically set forth in this Lease.

11. ENVIRONMENTAL

A. Lessee shall follow all environmental rules and regulations as they apply to City agencies. Specifically, Lessee shall minimize waste and recycle and compost, as per Recycling and Composting Guidelines for City Buildings. Guidelines for creating a recycling program are attached as Attachment 2. Lessee must participate in a recycling service provided by the City or provide an acceptable alternative with the approval of the City's Recycling Supervisor. To that end, Lessee shall:

Assign someone to be in charge of its recycling programs, and to communicate needs and questions to the City's Solid Waste Management Division.

- i. Recycle corrugated cardboard, office papers and beverage containers (glass bottles, plastic bottles, and cans).
- ii. Place collection containers for paper at desk sides and copy rooms, and break rooms. (See Attachment 2 for details.)
- iii. Provide a location for custodians to pick up flattened empty cardboard boxes. A central paper container is acceptable.
- iv. Educate employees, volunteers and participants about recycling procedures.
- v. Cooperate with the custodial service to make recyclables available for collection.
- vi. Recycle batteries and office equipment (contact the City's Solid Waste Management Division for information about vendors).
- vii. Cafeterias and commercial kitchens may participate in the City's organics recycling program, with the approval of the City's Solid Waste Supervisor. City provides containers and training.
- viii. Lessee shall recycle construction waste from tenant improvements.
- ix. Lessee shall conserve energy as specified in the City Manager's January 11, 2001 memorandum as shown in Attachment 3.

12. DAMAGE OR DESTRUCTION

A. In the event the Premises are damaged by fire, flood, earthquake, act of God, the elements, or other casualty, then (unless this Lease is terminated pursuant to this Paragraph 12) Tenant shall forthwith repair the same, at its sole expense. In this event, Tenant shall be solely responsible for the loss, repair, and replacement of its all equipment and leasehold improvements.

B. Anything in subparagraph A to the contrary notwithstanding, neither Tenant nor Landlord shall have any obligation to repair or rebuild the Premises or the Buildings following damage or destruction thereto if the damage or destruction is due to any cause or casualty other than one against which the responsible party is required to carry insurance or actually does carry insurance and such party reasonably estimates that the cost of repair or rebuilding exceeds ten percent (10%) of the then replacement cost of the Premises or Buildings, as the case may be. If the responsible party elects not to repair any damage or destruction pursuant to this provision, such party shall give the other party notice of such election within sixty (60) days after the date of such damage or destruction; and this Lease shall terminate as of the date of such damage or destruction.

C. Tenant hereby waives the provisions of California Civil Code Sections 1932 and 1933 and any other statutes now or hereafter in effect which relate to termination of a lease when leased Premises is damaged or destroyed and agrees that such event shall be governed by the terms of this Lease.

13. INDEMNIFICATION

A. To the fullest extent permitted by law, Tenant shall (1) immediately defend and (2) indemnify Landlord, and its directors, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the Lease. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Tenant's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole active negligence or sole willful misconduct of an indemnified party.

B. The duty to defend is a separate and distinct obligation from the Tenant's duty to indemnify. The Tenant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Landlord, the Landlord and its directors, officers, and employees, immediately upon submittal to the Tenant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Tenant from its separate and distinct obligation to defend Landlord. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Tenant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Tenant may submit a claim to the Landlord for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of any of Tenant's work or work product by any indemnified party shall not affect, relieve or reduce the Tenant's indemnification or defense obligations. This Section survives the termination of this Lease. The provisions of this Section are not limited by and do not affect the provisions of this Lease relating to insurance.

D. Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Tenant or any of the Tenant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Tenant or its subcontractors, the Tenant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor.

E. TENANT ACKNOWLEDGES THAT THE PREMISES MAY BE UNSAFE

AND SUBJECT TO SEVERE DAMAGE DURING ANY MAJOR EARTHQUAKE. TENANT OCCUPIES THE BUILDING AT ITS OWN RISK. TENANT HEREBY RELEASES AND DISCHARGES THE CITY OF BERKELEY AND ITS EMPLOYEES, AGENTS, AND CONTRACTORS, FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT TENANT, ITS HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE OR MAY HAVE IN THE FUTURE FOR DAMAGE OR INJURY RESULTING FROM AN EARTHQUAKE.

14. INSURANCE

A. Tenant, at its sole expense, shall procure and maintain the following insurance:

1. Commercial general liability insurance insuring Tenant against any liability arising out of its use, occupancy, repair or maintenance of the Premises, , with a combined single limit of not less than \$1,000,000 for injury to or death of one or more persons in any one accident or occurrence and Property damage in any one accident or occurrence. Such comprehensive general liability insurance shall include fire liability coverage and public liability and Property damage insurance, including personal injury, broad form Property damage, blanket contractual, and other coverage as may be reasonably required by Landlord. Landlord shall have the right, from time to time, to require Tenant to increase the amount of its comprehensive general liability insurance coverage if, in Landlord's reasonable opinion, the amount of such coverage is not sufficient in light of the risks insured and Tenant's use of the Premises.

2. Special form Property insurance for cost of damage to the Premises, including, without limitation, alterations, Tenant's Work, trade fixtures, , and, during any term of construction of Tenant's Work, builders' All-Risk Insurance. Such insurance shall include coverage for vandalism and malicious mischief and cost of demolition and increased cost of construction by reason of changes in applicable ordinances/laws and shall not contain a co-insurance clause.

B. All policies of insurance and all renewals thereof shall be approved as to form and sufficiency by Landlord's Risk Manager and shall be issued by good and responsible companies qualified to do and doing business in California and rated A+: XIII or better in the most recent version of Best's Insurance Guide. Each of the required insurance coverages except for workers compensation (i) shall name Landlord and each of its Affiliates as additional insureds and, with respect to casualty insurance, as their respective interests may appear and (ii) shall provide that it may not be canceled or altered by the insurer in such manner as to adversely affect the coverage unless sixty (60) days' prior notice is given by certified mail to Landlord at the address set forth in Paragraph 34 below, or to such place as Landlord may from time to time designate in a notice to Tenant.

C. An original certificate of each policy of insurance shall be delivered to Landlord prior to the date the Premises is delivered to Tenant and from time to time during the Term. If Tenant shall fail to procure or maintain any insurance required hereunder or shall fail to furnish to Landlord any duplicate policy or certificate, Landlord may obtain such insurance; and any premium or cost paid by Landlord for such insurance shall be reimbursed by Tenant promptly upon Landlord's demand. Tenant shall make good faith efforts to ensure that at least sixty (60) days prior to the expiration of any such policy, an extension endorsement showing that such

insurance coverage has been or will be renewed or extended shall be delivered to Landlord and if, despite such good faith efforts, such extension endorsement cannot be timely delivered, Tenant shall cause to be delivered to Landlord within said time other reasonable documentary evidence of renewal of coverage and shall continue exercising diligent efforts to deliver to Landlord the required extension endorsement. If such coverage is canceled or reduced, Tenant, within ten (10) days after receipt of written notice of such cancellation or reduction in coverage but in no event later than the effective date of cancellation or reduction, shall deliver to Landlord a certificate showing that the required insurance has been reinstated or provided through another insurance company(ies). Upon Tenant's failure to so deliver such certificate, Landlord may, without further notice and at its option, (1) exercise Landlord's rights as provided in this Lease or (2) procure such insurance coverage at Tenant's expense and Tenant shall promptly reimburse Landlord for such expense.

D. If any of the insurance required in this Paragraph 13 is provided under a claims-made form of policy, Tenant shall maintain such coverage continuously throughout the Term and without lapse for a period of not less than five (5) years beyond the termination of this Lease, to the effect that should occurrences during the Term give rise to claims made after termination of this Lease, such claims shall be covered by such claims-made policies.

E. Each of Tenant's Property insurance policies insuring the Premises and Tenant's Property in the Premises shall include a waiver of the insurer's right of subrogation against Landlord, or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the assured waives, before the casualty, the right of recovery against any party responsible for a casualty covered by the policy or (ii) any other form of permission concerning the assured's right to waive its right of recovery. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable, Tenant shall so notify Landlord promptly after learning thereof.

F. Tenant hereby releases Landlord with respect to any claim (including a claim for negligence) which Tenant might otherwise have against Landlord for loss, damage or destruction of Tenant's Property occurring during the Term to the extent to which Tenant is insured under a policy (ies) containing a waiver of subrogation or agreement or permission to release liability, as provided in E. above. If, notwithstanding the recovery of insurance proceeds by Tenant for such loss, damage or destruction, Landlord is liable to Tenant with respect thereto or is obligated under this Lease to make replacement, repair, restoration or payment, then (provided Tenant's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected) the amount of the net proceeds of the Tenant's insurance against such loss, damage or destruction shall be offset against Landlord's liability to Tenant therefore or shall be made available to Landlord to pay for replacement, repair or restoration, as the case may be. Nothing contained herein shall relieve either party of any duty to repair, restore or rebuild imposed elsewhere in this Lease or shall nullify any abatement of rent provided for elsewhere in this Lease.

G. If a death, serious personal injury, or substantial Property damage occurs in connection with the performance of this Lease, Tenant shall immediately notify the Landlord's Risk Manager. If any accident occurs in connection with this Lease, Tenant shall promptly submit a written report to Landlord, in such form as the Landlord may require. This report shall

include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Tenant's subtenant, if any; 3) name and address of Tenant's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Landlord's equipment, tools or materials were involved.

H. If Tenant employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the Landlord. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the Landlord; provide for a waiver of any right of subrogation against Landlord to the extent permitted by law; and be approved as to form and sufficiency by the Landlord's Risk Manager.

I. Tenant shall forward all insurance documents to:

City of Berkeley
Real Property Administrator
1947 Center Street, 4th Floor
Berkeley, CA 94704

15. COMPLIANCE WITH LAWS

A. Tenant, at its sole expense, shall promptly comply with all applicable laws, ordinances, rules, regulations, permits or requirements now or hereafter in effect (whether foreseen or unforeseen by Landlord or Tenant), with the requirements of any board of fire underwriters or similar body now or hereafter constituted; with any occupancy certificate issued by any public officer and with the provisions of all recorded documents affecting the Premises, insofar as any of the foregoing relate to or affect the condition, use or occupancy of the Premises or the Building. Such compliance by Tenant shall include, without limitation, compliance with all obligations to alter, maintain, or restore the Premises (and, as applicable, the Building), or construct improvements in or to the Premises, regardless of cost and regardless of when during the term of the Lease the work is required.

B. Tenant acknowledges that conducting its operations at the Premises and making certain alterations and improvements may require an authorization, approval or permit (collectively, "Regulatory Approval") from a governmental authority having jurisdiction over the Premises. Tenant shall be solely responsible for obtaining any such Regulatory Approval, and Tenant shall not seek any Regulatory Approval without first obtaining the approval of Landlord, except for items listed on Exhibit "C". All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne by Tenant. Tenant shall be solely responsible for complying with any and all conditions imposed by regulatory agencies as part of a Regulatory Approval; however, Landlord shall not take any action that would materially interfere or prevent Tenant from complying with all such conditions. Any fines or penalties imposed as a result of the failure of Tenant to comply with the terms and conditions of any Regulatory Approval shall be paid and discharged by Tenant, and Landlord shall have no liability, monetary or otherwise, for said fines and penalties, except to the extent that such fines or penalties were caused by the willful acts or omissions of Landlord. To the fullest extent permitted by law, Tenant agrees to indemnify and hold Landlord and its officers, agents and employees harmless from and against

any loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which Landlord may incur as a result of Tenant's failure to timely obtain or comply with the terms and conditions of any Regulatory Approval. Landlord agrees to cooperate (but only to the same extent and in the same manner as a non-public entity could so cooperate, and not as an exercise of Landlord's police or regulatory power) with Tenant in filing, processing and obtaining all Regulatory Approvals, and upon request of Tenant, to join with Tenant as co-applicant in filing, processing and obtaining all Regulatory Approvals; provided, however, that Landlord may refuse to file, process or obtain Regulatory Approvals or to join Tenant as a co-applicant if Landlord determines in its sole and absolute discretion that it is not in Landlord's best interest to do so. Nothing contained herein shall be deemed to limit or otherwise constrain Landlord's discretion, powers, and duties as a regulatory agency with certain police powers.

C. Tenant understands and agrees that Landlord is entering into this Lease in its capacity as a landowner with a proprietary interest in the Premises and not as a regulatory agency of the City of Berkeley with certain police powers. Landlord's legal status shall in no way limit the obligation of Tenant to obtain any required approvals from Landlord's departments, boards, or commissions that have jurisdiction over the Premises. By Landlord's entering into this Lease, neither Landlord nor any of City Council, boards, commissions, agencies, departments, or Affiliates obligates itself to any other governmental agent, board, commission or agency, or to Tenant, or to any other individual or entity, with regard to any discretionary action relating to development or operation of the Premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required or desirable for the improvement, alteration, or operation of the Premises. By entering into this Lease, Landlord is in no way modifying or limiting the obligation of Tenant to cause the Premises to be used and occupied in accordance with all laws.

16. ASSIGNMENT AND SUBLEASE

A. Any provision of this Lease to the contrary notwithstanding, Tenant shall not directly or indirectly, by operation of law or otherwise, transfer, assign, pledge, encumber or hypothecate this Lease or all or any portion of the Premises or Tenant's interest in and to the Premises (collectively, an "Assignment") or sublet the Premises or any portion thereof or permit the Premises or any portion thereof to be used, occupied or managed by anyone other than Tenant pursuant to any Lease, use or concession agreement or otherwise (collectively, a "Sublease") without first obtaining Landlord's written consent. Any assignment, encumbrance, or sublease without Landlord's written consent shall be voidable and, at Landlord's election, shall constitute a default. City has the sole discretion to determine whether to agree to any sublease or assignment. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

B. Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment, or execution against Tenant, in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Tenant or by any process of law. Possession of the Premises shall not be divested from Tenant in such proceedings or by any process of law without the prior written consent of Landlord.

C. Tenant expressly waives any rights that it might otherwise be deemed to possess

pursuant to applicable law, including without limitation, Section 1997.040 of the California Civil Code, to limit any remedy of Landlord pursuant to Section 1951.2 or 1951.4 of the Code by means of proof that enforcement of a restriction on use of the Premises would be unreasonable.

17. INSPECTION

Landlord may enter the Premises at all reasonable times (with reasonable advance notice except in case of emergency) (i) to inspect the same; (ii) to exhibit the same to prospective purchasers, mortgagees or tenants; (iii) to conduct tests, inspections and surveys to determine whether Tenant is complying with all of its obligations hereunder; (iv) to post notices of nonresponsibility or other notices that may be permitted hereunder; (v) to post "to Lease" signs of reasonable size upon the Premises during the last ninety (90) days of the Term; and (vi) to make repairs required or permitted to be made by Landlord or repairs to any adjoining space or any utility systems or to make repairs, alterations or additions to any other portion of the Building; provided, however, that all such work shall be done as promptly and with as little interference to Tenant as reasonably possible. Tenant hereby waives all claims against Landlord for any injury or inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Premises resulting from Landlord's entry into the Premises or any work performed therein by Landlord. Landlord shall at all times have a key to all doors in and about the Premises (excluding Tenant's vaults, safes and similar areas designated by Tenant in writing in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper in an emergency to obtain entry to the Premises. Tenant also shall provide Landlord with written notice of the name, address, telephone number, and Tenant's account number of the burglar alarm company (if any) utilized by Tenant for the Premises. Any entry to the Premises by any of said means or otherwise shall not under any circumstances be deemed a forcible or unlawful entry into or a detainer of the Premises or an eviction (actual or constructive) of Tenant from the Premises.

18. DEFAULT

The occurrence of any one of the following shall constitute an event of default on the part of Tenant:

A. Failure To Use Premises. Failure to use the Premises as specified in Paragraphs 5 and 6.

B. Nonpayment of Rent. Failure to pay any installment of rent or any other sum due and payable hereunder upon the date when such payment is due, such failure continuing for a period of five (5) days after written notice of such failure; provided, however, that Landlord shall not be required to provide such notice more than twice during any consecutive twelve (12) months with respect to non-payment of any portion of rent, the third such non-payment during any consecutive twelve (12) months constituting an event of default without requirement of notice.

C. Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease, such failure having continued for thirty (30) days after notice of such failure from Landlord or such longer period as is reasonably necessary to remedy such default, provided that Tenant has commenced to remedy the default within such thirty (30) day period and shall

continuously and diligently pursue such remedy until such default is cured.

D. General Assignment. A general assignment by Tenant for the benefit of creditors.

E. Bankruptcy. The filing of a voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and to continue to perform the obligations of Tenant hereunder, such trustee or Tenant, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant hereunder outstanding as of the date of affirmance and shall provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations hereunder. Any transferee (by operation of law or otherwise) must provide Landlord with adequate assurance of its future performance under this Lease. In the event of Tenant's bankruptcy, insolvency or reorganization, the parties specifically intend that the actions of the trustee or Tenant in assuming and/or assigning this Lease shall be governed by Section 365 of Title 11 of the United States Code applicable to shopping center leases.

F. Receivership. The employment of a receiver to take possession of all or substantially all of Tenant's assets in the Premises.

G. Insolvency. The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets in or on the Premises; the admission by Tenant in writing of its inability to pay its debts as they become due; the filing by Tenant of a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation; the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or if, within thirty (30) days after the commencement of any proceeding against Tenant seeking reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation, such proceeding shall not have been dismissed.

H. Release of Hazardous or Toxic Substances or Materials and Other Environmental Impacts. Any release or discharge in, on, under, around, or from the Premises and/or by Tenant, its agents or employees of Hazardous Substances which has not been fully remediated within ten (10) days after such release or discharge.

I. Illegal Drugs. Any use, sale, release or discharge of any illegal drug or controlled substances on the Premises.

J. Non-compliance of with lease term. Failure to perform any of the obligations and improvements listed on Exhibit C, such failure continuing for 30 days after notice from the landlord of said default.

K. Failure to Comply with Council requirements. Failure to comply with subparagraph 5.C of the Lease and failure to provide the "Additional Required Improvements" set forth in Exhibit C.

19. REMEDIES UPON DEFAULT

A. Termination. In the event of the occurrence of any event of default, Landlord shall have the right immediately to terminate this Lease by written notice and at any time thereafter to recover possession of the Premises or any part thereof and to expel and remove Tenant, any other person or party occupying the same and all Premises located therein, by any lawful means and to reenter the Premises without prejudice to any of the remedies that Landlord may have under this Lease or under law or equity.

B. Continuation After Default. In the event of any default, this Lease shall continue in effect for so long as Landlord does not terminate this Lease under subparagraph A above. In such case, Landlord may enforce all its rights and remedies under this Lease, including without limitation, the right to recover rent as it becomes due, and all of its rights and remedies under law. Acts of maintenance, preservation, efforts to relet the Premises for Tenant's account or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate this Lease or Tenant's right to possession.

C. Damages Upon Termination. Should Landlord terminate this Lease pursuant to subparagraph A above, in addition to any other rights and remedies to which it may be entitled under applicable law, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent and other amounts which had been earned at the time of termination; plus (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rent loss that Tenant proves reasonably could have been avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves reasonably could be avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would likely result therefrom, including without limitation, the costs and expenses (including brokerage commissions and advertising costs) incurred by Landlord, with or without terminating the Lease, (1) in retaking possession of the Premises; (2) in cleaning and making repairs and alterations to the Premises reasonably necessary to return the Premises to good condition for the use permitted by this Lease and otherwise to prepare the Premises for reletting; (3) in removing all persons and personal property from the Premises and transporting and storing any of Tenant's personal property left at the Premises, although Landlord shall have no obligation to remove, transport, or store any of such personal property; and (4) in reletting the Premises for such term, at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; plus (v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under California law. The "worth at the time of award" of the amounts referred to in (i) and (ii) shall be computed with interest at the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Computation of Rent For Purposes of Default. For purposes of computing unpaid rent which would have accrued and become payable pursuant to subparagraph C above, unpaid

rent shall include the total rent for the balance of the term of the Lease.

E. Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and not alternative to the extent permitted by law and except as otherwise specifically provided herein.

F. No Waiver. Landlord's waiver of any breach of a covenant or condition hereof, or Landlord's failure to declare any default immediately upon occurrence thereof or a delay in taking any action in connection therewith shall not waive such breach or such covenant or condition or any subsequent breach thereof. The subsequent acceptance of rent or other monies by Landlord shall not be deemed a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular rent or other sum so accepted, regardless of Landlord's knowledge of such default at the time of its acceptance of rent.

G. No Right of Redemption. Tenant waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179 or any other present or future law in the event Tenant is evicted or Landlord takes possession of the Premises by reason of Tenant's default.

20. ENVIRONMENTAL OBLIGATIONS

A. Tenant shall not, without Landlord's prior written consent (which consent may be granted or denied in Landlord's sole discretion), install, bring into or release or discharge in, on, under, around, or from the Premises any (i) asbestos-containing materials, (ii) electrical transformers, fluorescent light fixtures with ballasts or other equipment containing PCB's or (iii) materials which constitute hazardous, extremely hazardous or toxic materials under the Resource Conservation and Recovery Act, the California Hazardous Waste Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 or any other applicable law or regulation concerning hazardous or toxic materials, (collectively "Hazardous Substances") and has not done so prior to the effective date of this Lease. Any Hazardous Substances which are used, stored, treated, disposed of or released from the Premises by Tenant or its representatives, agents, employees or invitees, shall be used, stored, treated, released and disposed of in accordance with all applicable laws and regulations.

B. If Tenant knows or has reasonable cause to believe that any Hazardous Substance has been released on or beneath the Premises, Tenant shall immediately notify the Berkeley Police Department and the Toxic Management Office and promptly give written notice of same to Landlord. If Tenant knows or has reasonable cause to believe that such substance is an imminent and material danger to public health or safety, Tenant shall take all actions necessary to alleviate such danger. Tenant shall provide to Landlord as promptly as possible, and in any event within five business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof and concerning Hazardous Substances. Tenant shall not negotiate or enter into any settlement agreement, consent decree or other compromise in respect of Hazardous Substances affecting the Premises or the Premises without first giving Landlord prior written notice and full opportunity to appear, intervene or otherwise protect Landlord's rights and

interests.

C. Without limitation of the provisions of Paragraph 13 hereof, Tenant shall indemnify, defend and hold Landlord and its affiliates harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Lease as a result of the handling of Hazardous Substances on the Premises, or by Tenant, its agents or invitees, including without limitation, all costs of monitoring, investigating, and remediation of the same, damages for diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of any such space and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees. This indemnification by Tenant includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work requested by Landlord or required by any federal, state or local governmental agency or political subdivision because of Hazardous Substance present in the soil or groundwater in, on or under the Premises or in any improvements. Without limiting the foregoing, if the presence of any Hazardous Substance in, on, under or about the Premises caused or permitted by Tenant results in any contamination of the Premises or, Tenant, at its sole expense, promptly shall take all action that is necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Substance in, on, under or about the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions could not potentially have any material adverse effect upon the Premises. Tenant's obligations under this Paragraph 20.C. shall survive the expiration or termination of this Lease.

21. LANDLORD'S RIGHT TO CURE

All covenants to be performed by Tenant shall be performed at Tenant's sole cost and expense and without abatement of rent. Without limiting Landlord's rights under any other provision of this Lease, if Tenant shall fail to pay any sum of money or shall fail to perform any other act and such failure shall have become an event of default under Paragraph 18, Landlord, without waiving or releasing Tenant from any of its obligations, may make (but shall not be obligated to make) any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent and shall be payable to Landlord immediately upon Landlord's written demand.

22. EMINENT DOMAIN

A. If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken on the earlier of the dates that title vests in the condemning authority or such authority takes possession of the Premises. In the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to the other party within thirty (30) days after such date of taking; provided, however, that Tenant shall have no right to terminate this Lease unless the portion of the Premises taken shall be of such extent and nature as substantially to impede or impair Tenant's use of the balance of the Premises. In the event of any such taking, Landlord shall be entitled to all compensation, damages, income, rent, awards and interest that may be paid or made in connection with such taking. Tenant shall have no claim

against Landlord for the value of any unexpired Term; however, Landlord shall cooperate with Tenant if Tenant seeks to recover, at its sole expense, proceeds or awards paid to compensate for damage to the "goodwill" associated with Tenant's business. Any such amounts recovered shall belong to Tenant.

B. If any part of the Premises shall be so taken and this Lease shall not be terminated, then this Lease shall continue in full force and effect, except that the Rent shall be reduced in the same proportion that the rentable area of the Premises taken bears to the original rentable area of the Premises. Landlord, upon receipt of the award, shall make all necessary repairs and alterations (exclusive of Tenant's trade fixtures, furniture, furnishings, personal Premises, decorations, signs and contents) to restore the portion of the Premises remaining to as near its former condition as the circumstances will permit and to restore the Building to the extent necessary to constitute the portion of the Building not so taken a complete architectural unit. Landlord, in any event, shall not be required to spend for such repairs and alterations an amount in excess of the amount received by Landlord as damages for the taking of such part of the Premises and/or Building; and Tenant, at its sole cost and expense, shall make all necessary repairs and alterations to Tenant's trade and lighting fixtures, furniture, furnishings, personal Premises, decorations, signs and contents.

C. As used herein, the "amount received by Landlord" shall mean that portion of the award received by Landlord as damages from the condemning authority which is free and clear of all prior claims or collections by Landlord and less reasonable attorneys' and appraisers' fees and expenses.

23. SUBORDINATION

A. This Lease shall be subject and subordinated to (i) all ground or underlying leases which have been or may hereafter be executed affecting the Premises, (ii) any Declaration of Covenants, Conditions and Restrictions now or hereafter recorded affecting , all without the necessity of having further instruments executed on behalf of Tenant to effectuate such subordination.

B. Tenant agrees to execute and deliver upon demand such further instruments or documents as may reasonably be required by Landlord to evidence any such subordination of this Lease. Tenant hereby constitutes and appoints Landlord, as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instrument(s) on behalf of Tenant.

24. NO MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies or operate as an assignment to it of any or all such subleases or subtenancies.

25. TRANSFER BY LANDLORD

In the event the original Landlord or any successor owner of the Premises shall sell or convey the Premises or the Building, or any portion thereof that includes the Premises, all liabilities and obligations on the part of the original Landlord or such successor owner shall terminate. All

such liabilities and obligations thereupon shall be binding only upon the new owner. Tenant agrees to attorn to such new owner.

26. ESTOPPEL CERTIFICATES

From time to time, Tenant shall execute and deliver to Landlord promptly upon request a certificate certifying (i) that this Lease is unmodified and in full force and effect or, if there has been any modification, that this Lease is in full force and effect as modified, and stating the date and nature of each such modification; (ii) the date to which rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in such certificate; (iv) that Landlord is not in default under this Lease and that Tenant has no claims, charges, offsets or defenses against Landlord, or specifying the nature of any such default or claim, charges, offsets or defense; and (v) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, vendee, or other party. If Tenant fails to execute and deliver any such certificate within ten (10) business days after Landlord's written request, such failure, at Landlord's election, shall be conclusive against Tenant that this Lease is in full force and effect, without modification (except as may be represented by Landlord), that there are no uncured defaults in Landlord's performance, and that not more than one month's rent has been paid in advance.

27. HOLDING OVER

If, after the expiration of the Term of the Lease, Tenant remains in possession of the Premises with Landlord's consent all provisions of this Lease shall remain in effect with the following exceptions: (1) Tenant shall become a tenant from month-to-month, such tenancy terminable on thirty (30) days' notice given at any time by either party; and (2) the Rent shall increase to 120% of the amount of the rent when the Lease expired.

28. CHANGES BY LANDLORD

A. The description of the Premises and the location of any Premises utility system(s), including without limitation electrical, plumbing, shall be subject to such minor changes as Landlord determines to be necessary or desirable in the course of any construction performed by or under the authorization of Landlord. No such changes shall invalidate or affect this Lease. Landlord shall effect such changes using reasonable efforts not to disturb Tenant's business. Tenant shall have no claim against Landlord for abatement of rent or loss of business as a result of any such disturbance.

B. Landlord shall have the right in its sole discretion to, among other things, change permitted land uses, install, maintain and remove public improvements, change the arrangement, character, use or location of entrances or passageways, walkways, streets, sidewalks, parking areas, stairs, landscaping, toilets, and other facilities and portions of the Premises, and to change the name, number or designation by which the Building is commonly known. None of the foregoing shall be deemed an actual or constructive eviction of Tenant, nor shall it entitle Tenant to any reduction of rent hereunder or result in any liability of Landlord to Tenant; provided,

however, Landlord shall not unreasonably obstruct or interfere with access to or the lines of sight toward the Premises.

29. GOVERNING LAW

This Lease shall be governed by the laws of the State of California.

30. SECURITY DEPOSIT

As security for the faithful performance by Tenant of the terms, provisions, and condition of this Lease, Tenant shall deposit with Landlord an amount of **TWO HUNDRED DOLLARS (\$200)**, unless waived in whole or in part by Landlord. Such security shall be deposited on or before the Effective Date of this Lease.

If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including but not limited to the payment of rent, Landlord may use the security deposit or any portion of it to cure the default or compensate the Landlord for all damage sustained by Landlord resulting from Tenant's default. If Landlord so uses any portion of the security deposit, Tenant will restore the security deposit to its original amount within ten (10) days after written demand from Landlord.

Landlord will not be required to keep the security deposit separate from its own funds and Tenant shall not be entitled to interest on the security deposit. The security deposit will not be a limitation on Landlord's damages or other rights under this Lease, or a payment of liquidated damages or an advance payment of the rent. If Tenant pays the rent and performs all of its other obligations under this Lease, Landlord shall return the unused portion of the security deposit to Tenant within sixty (60) days after the end of the term. Landlord may deliver the security deposit to a purchaser of the Premises and be discharged from further liability with respect to it.

31. SIGNAGE

The size, design, material and location of any sign, marquee, awning, decoration or other attachment, advertising material or lettering on the Premises or on the exterior of the Building (collectively "signage") shall be subject to Landlord's prior written approval. All such signage shall comply with the criteria outlined in Landlord's General Design Requirements (if any) and shall be subject to the following provisions:

A. Tenant, at its sole expense, shall submit to Landlord a written description of all proposed signage, including dimensions, color, proposed location and other pertinent information ("Signage Proposal"). Landlord shall review the Signage Proposal and shall notify Tenant in writing of its approval, or reason(s) for its disapproval, within thirty (30) business days after Landlord's receipt of the Signage Proposal. If disapproved, Tenant shall make all required modifications to the Signage Proposal and shall resubmit the same to Landlord within seven (7) days after its receipt of Landlord's disapproval.

B. Within ten (10) days after Landlord's approval of the Signage Proposal, Tenant, at its sole expense, shall cause to be prepared and submitted to Landlord two (2) sets of plans

("Sign Plans") reflecting in detail the information contained in the approved Signage Proposal. Landlord shall review the Sign Plans within thirty (30) days after Landlord's receipt of the same.

C. Upon Tenant's receipt of its sign permit from Landlord, Tenant shall construct and/or install all signage shown on the Sign Plans; in any event, however, Tenant shall complete such construction and/or installation not later than thirty (30) days after the sign permit is issued, unless otherwise agreed to by the City in writing.

D. Upon Landlord's request, Tenant immediately shall remove any signage that Tenant has placed or permitted to be placed in, on or about the Premises or Building contrary to the terms of this Paragraph 30. If Tenant fails to do so, Landlord may enter upon the Premises and remove the same at Tenant's expense. Tenant, at its sole expense, shall maintain and replace all approved signage and shall repair, at its sole expense, any damage to the Building caused by the erection, maintenance or removal of any signage, including any damage caused by Tenant's removal of its signage at the expiration or earlier termination of the Lease. Tenant also shall comply with such regulations as may from time to time be promulgated by Landlord governing the signage of all tenants in .

32. NO PARTNERSHIP

It is expressly understood and agreed that Landlord shall not be deemed in any way or for any purpose a partner, agent or principal of Tenant, in the conduct of its business or otherwise, or a joint venture or member of a joint enterprise with Tenant.

33. NO WAIVER

Landlord's waiver of Tenant's breach of any covenant or condition shall not be deemed a waiver of any subsequent breach of the same or any other covenant or condition, nor shall any custom or practice which may develop between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord to insist upon Tenant's performance in strict accordance with the terms of this Lease.

34. NOTICES

All notices, demands, consents or approvals which may or are required to be given by either party shall be in writing and shall be deemed to have been received when delivered personally or on the earlier of the date of actual receipt or two (2) business days following deposit in the United States mail, registered or certified, postage prepaid, addressed as follows:

To Tenant: Davida Coady, M.D.
Options Recovery Services
1931 Center Street
Berkeley, CA 94704

To Landlord: Property Management Office

City of Berkeley
1947 Center Street, 4th floor
Berkeley, CA 94704

With copies to: City Manager
City of Berkeley
2180 Milvia Street, 5th floor
Berkeley, CA 94704

Notices to Landlord regarding Hazardous Substances required by Paragraph 19 hereof shall be sent both to the above addresses and to such other place as either party may from time to time designate in a written notice to the other party, or in the case of Tenant, delivered to the Premises.

Tenant will appoint an agent to receive the service of all proceedings, demands, and notices hereunder the person in charge of or occupying the Premises at the time. If no person shall be in charge of or occupying the same, then such service may be made by attaching the same on the main entrance of the Premises

35. COMPLETE AGREEMENT

This Lease is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding involving this Lease. The language and all parts of this Lease shall be construed as a whole and in accordance with its fair meaning and not restricted for or against either party. This Lease may be modified or amended only by a written instrument signed by both parties.

36. REQUESTS FOR CONSENT; WAIVER OF CLAIM

Tenant hereby waives any claim for damages against Landlord that it may have based upon any assertion that Landlord unreasonably has withheld or has delayed any consent or approval, and Tenant's sole remedy shall be an action for specific performance of such provision, injunction or declaratory judgment. In the event of a final determination in Tenant's favor, the requested consent or approval shall be deemed to have been granted.

37. INTERPRETATION

The use of masculine, feminine, or neuter genders shall include the other genders, and the singular shall include the plural and vice-versa. Headings are intended for convenience only and shall not be referred to in construing any provision. If there is more than one party as Tenant, the obligations imposed upon Tenant shall be joint and several. If any provision(s) of this Lease shall be found, to any extent, to be invalid or unenforceable the remainder of the Lease shall not be affected thereby.

38. SUCCESSORS AND ASSIGNS

This Lease shall be binding upon and shall inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and shall inure to the benefit of Tenant, its heirs, successors and (to the extent assignment may be permitted hereunder) assigns.

39. AUTHORITY

If Tenant is a corporation or partnership, each of the persons executing this Lease on behalf of Tenant covenants and warrants that Tenant is a duly authorized and existing corporation or partnership, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Lease and that each person signing on behalf of Tenant is authorized to do so.

40. UNAVOIDABLE DELAYS

A. In the event that Tenant or Landlord is delayed, directly or indirectly, from the performance of any act or thing required to be done or performed under the terms or conditions hereof by acts of the other party to this Lease, acts of God, fire, floods, inclement weather, unavoidable governmental action, strikes or labor difficulties of any and all kinds, shortages of or delay in the delivery of materials, acts of war, riot and civil commotion, or by any other cause beyond the reasonable control of Tenant or Landlord, as the case may be, such failure shall not be deemed to be a breach of this Lease or a violation of any such covenants or conditions and the time within which Tenant or Landlord must perform any such act shall be extended by a period of time equal to the period of delay arising from any of such causes.

B. Notwithstanding any provision of this Paragraph 39 or any other provision of this Lease to the contrary, it is understood and agreed that there shall be no abatement of, or delay in the commencement of, or payment of any sum due to Landlord under this Lease.

41. TIME OF THE ESSENCE

Time is of the essence of each and every covenant and condition of this Lease.

42. BROKERAGE

Landlord and Tenant hereby represent and warrant, each to the other, that they have not disclosed this Lease or the subject matter hereof to, and have not otherwise dealt with, any broker, finder or any other person, firm, corporation or other legal entity so as to create any legal right or claim of whatsoever kind or nature for a commission or similar fee or compensation with respect to the Premises or this Lease. Landlord and Tenant hereby indemnify each other against, and agree to hold each other harmless from, any liability or claim (and all expenses, including attorneys' fees, incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and relating to the Premises or this Lease.

43. CITY NON-DISCRIMINATION ORDINANCE

A. Tenant hereby agrees to comply with the provisions of the Berkeley Municipal Code ("B.M.C."), including without limitation Chapter 13.26, as amended from time to time. In the performance of its obligations under this Lease, Tenant agrees as follows:

1. Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

2. Tenant shall permit Landlord access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the reasonable opinion of Landlord, are necessary to monitor compliance with this non-discrimination provision. In addition, Tenant shall fill out, in a timely fashion, forms supplied by Landlord to monitor this non-discrimination provision.

B. Tenant understands that this Lease is governed by City Council Resolution No. 58,664 – N.S.. This resolution, as may be amended from time, stipulates that Tenant's memberships policies may be reviewed by the City for compliance therewith at any time, and that unsatisfactory membership policies may result in non-renewal of this Lease or termination by the City.

44. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES.

A. If Tenant provides any aid, service or benefit to others on the Landlord's behalf, Tenant shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Tenant shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the Landlord.

B. If Tenant is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Tenant shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Tenant. All of Tenant's activities must be in accordance with these laws, ordinances, codes, and regulations, and Tenant shall be solely responsible for complying therewith.

45. CONFLICT OF INTEREST PROHIBITED

A. In accordance with California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, neither Tenant nor any employee, officer, director,

partner or member of Tenant, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a board, a committee or commission member of Landlord, who has directly or indirectly influenced the making of this Lease.

B. In accordance with California Government Code Section 1090 and the Political Reform Act, (Government Code Section 87100 *et seq.*) no person who is a director, officer, partner, trustee, employee or consultant of Tenant, or immediate family member of any of the preceding, shall make or participate in a decision made by Landlord or any of its boards, commissions or committees, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Tenant, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).

C. Interpretation of this paragraph shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, as amended from time to time.

46. NUCLEAR FREE BERKELEY.

Tenant agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

47. OPPRESSIVE STATES.

A. In accordance with Resolution No. 59,853 – N.S., Tenant certifies that it has no contractual relations with, and agrees during the term of this Lease to forego contractual relations, to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Lease) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

B. For purposes of this Lease, the Tibet Autonomous Region and the provinces of Adu, Kham, and U-Tsang shall be deemed oppressive states.

C. Tenant's failure to comply with this paragraph shall constitute a default of this Lease and Landlord may terminate this Lease pursuant to Paragraph 18. In the event that Landlord terminates this Lease due to a default under this provision, Landlord may deem Tenant a non-responsible bidder for five (5) years from the date this Lease is terminated.

48. BERKELEY LIVING WAGE ORDINANCE (LWO)

A. Tenant agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance (LWO). If Tenant employs six (6) or more part-time or full-time employees, and generates \$350,000 or more in annual gross receipts, Tenant will be required to provide all eligible employees with City mandated minimum compensation during the term of this lease, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.

B. Tenant shall be required to maintain all reasonable records and documents that would establish whether Tenant is subject to Berkeley's Living Wage Ordinance. If Tenant is subject to the LWO, as defined therein, Tenant shall be further required to maintain monthly records of those employees located on the leased premises. These records shall include the total number of hours worked, the number of hours spent providing service on the leased Premises, the hourly rate paid, and the amount paid by Tenant for health benefits, if any, for each of its employees providing services under the lease. The records described in this Paragraph shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default, subject to the provisions contained in Paragraph 18 herein.

C. If Tenant is subject to the LWO, Tenant shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all subleases in which Tenant enters with regard to the subject premises. Subtenants shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the leased Premises.

D. If Tenant fails to comply with the requirements of this the LWO and this lease, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant's failure to comply with this Section shall constitute default of the lease, upon which City may terminate this lease pursuant to Paragraph 18.

In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Tenant's failure to pay all of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Tenant's breach.

49. BERKELEY EQUAL BENEFITS ORDINANCE (EBO)

A. Tenant hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Tenant is currently subject to the Berkeley Equal Benefits Ordinance, Tenant will be required to provide all eligible employees with City

mandated equal benefits during the term of this lease, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

B. If Tenant is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Tenant agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be considered a default, subject to the provisions of Paragraph 17 of this lease.

C. If Tenant fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant's failure to comply with this Paragraph shall constitute default of the lease, upon which City may terminate this lease pursuant to Paragraph 18.

In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Tenant's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Tenant's breach.

50. AUDIT

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office, or its designee, may conduct an audit of Tenant's financial, performance and compliance records maintained in connection with the operations and services performed under this Lease, and with the payments made under this Lease. In the event of such audit, Tenant agrees to make all such financial, performance and compliance records available to the Auditor's Office, or to its designee. City agrees to provide Tenant an opportunity to discuss and respond to any findings before a final audit report is filed.

51. CITY BUSINESS LEASE, PAYMENT OF TAXES, TAX I.D. NUMBER.

Tenant has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Tenant is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Tenant shall pay all state and federal income taxes and any other taxes lawfully assessed and due. Tenant certifies under penalty of perjury that the taxpayer identification number written below is correct.

52. SURVIVAL

The provisions of Paragraphs 8, 9, 10, 12, 13, 14, 19, and 40 and any other obligation of Tenant that, by its terms or nature, is to be performed after or is to survive termination of this Lease shall survive such termination.

53. EXHIBITS

Exhibits A, B, C, and D and any other exhibit, addendum or schedule referenced in this Lease are made a part hereof by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Berkeley, California effective as of the Effective Date.

TENANT:

LANDLORD:

OPTIONS RECOVERY SERVICES
A non-profit organization

CITY OF BERKELEY
a municipal corporation

By: _____
Davida Coady, M.D., Date
Executive Director

By: _____
Christine Daniel, City Manager Date

Approved as to form:

Registered by:

City Attorney Date

City Auditor Date

Attest:

City Clerk Date

TENANT INFORMATION

Tax Identification No.

Incorporated: Yes No

Certified Woman Business Enterprise: Yes ____ No X

Certified Minority Business Enterprise: Yes ____ No X

Certified Disadvantaged Business Enterprise: Yes No

City Business License No. _____, or Exempt pursuant to B.M.C. Section

Exhibit "B"

Common Area

The walkway that leads to the rear entrance of the building including sidewalks, which may be shared by users of the parking lot. See attached aerial photograph for view of the property.

1835 Allston Way, Berkeley, CA - Google Maps

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



Exhibit "C"
List of Improvements
"Tenant's Work"

REQUIRED IMPROVEMENTS	COMPLETION DATE
ALL IMPROVEMENTS MUST BE COMPLETED WITHIN 18 MONTHS (1.5 YEARS) OF LEASE EXECUTION.	
1. ROOF (\$52,250)	
Demolition	
<ul style="list-style-type: none"> • Tear off old composition shingle roof to wood sheathing 	August 15, 2014
<ul style="list-style-type: none"> • Tear off old BUR/gravel roof to wood sheathing 	
<ul style="list-style-type: none"> • Remove all existing gutters and downspouts 	
<ul style="list-style-type: none"> • Remove all existing metal flashings at pipes, vents and curb flashings 	
<ul style="list-style-type: none"> • Break any stucco as needed to allow for new metal flashing 	
<ul style="list-style-type: none"> • Remove all debris from Premises 	
Installation	
<ul style="list-style-type: none"> • Install new 30 lb underlayment felt 	August 15, 2014
<ul style="list-style-type: none"> • Install new 30 year type with Limited Lifetime Warranty 	
<ul style="list-style-type: none"> • Install new Standard Ridge and Hip shingle caps 	
<ul style="list-style-type: none"> • Install new sheet metal Step flashings at confined rake locations 	
<ul style="list-style-type: none"> • Install new galvanized metal vent collars to pipes, and vents 	
<ul style="list-style-type: none"> • On flat roofs install new Heat weld 4 Ply 20-year Class A Fire rated APP Modified Bitumen roof system 	
<ul style="list-style-type: none"> • Install new OG seamless gutters 	
<ul style="list-style-type: none"> • Repair stucco broken for roof replacement work 	
<ul style="list-style-type: none"> • Replace dry rot damaged wood where found, including window frames 	
2. FLOORS (\$22,490)	
Demolition	
<ul style="list-style-type: none"> • Remove and properly dispose of all existing carpets, pads and damaged or loose tack strips in all rooms and hallways excluding the existing bathrooms 	August 15, 2014

REQUIRED IMPROVEMENTS	COMPLETION DATE
Installation	August 15, 2104
<ul style="list-style-type: none"> • Install new tack strips as needed 	
<ul style="list-style-type: none"> • Install new 20 oz commercial loop net carpet 	
<ul style="list-style-type: none"> • Install new 32 oz commercial pad 	
<ul style="list-style-type: none"> • Clean existing tile floors and grout in bathrooms and re-grout as necessary 	
<ul style="list-style-type: none"> • Polish existing vinyl flooring in main hallway area 	
3. INTERIOR PAINTING (\$24,450)	August 15, 2014
Dust Control	
<ul style="list-style-type: none"> • Mask and tape all existing light fixtures, switches, data and telephone system, cabinets, and glass on windows and doors 	
<ul style="list-style-type: none"> • Install utility paper to main hallway (to be saved) 	
<ul style="list-style-type: none"> • Install utility paper to protect existing bathroom tile 	
<ul style="list-style-type: none"> • Set up plastic perimeter to meet all Lead Safety Requirements 	
BUILDING MUST REMAIN VACANT DURING PREPARATION AND PAINTING PROCESS	
Preparation and Painting	August 15, 2014
<ul style="list-style-type: none"> • Sand all woodwork as needed, including all doors, windows casings, and baseboards 	
<ul style="list-style-type: none"> • Fill all nail holes with spackle 	
<ul style="list-style-type: none"> • Remove and replace damaged drywall/sheetrock 	
<ul style="list-style-type: none"> • Inspect for any damaged wood 	
<ul style="list-style-type: none"> • Clean all walls and ceilings 	
<ul style="list-style-type: none"> • Prime and seal all water stains 	
<ul style="list-style-type: none"> • Paint all wood trim doors and windows Bone White color in semi-gloss finish 	
<ul style="list-style-type: none"> • Paint all walls and ceilings Bone White color in eggshell finish 	
4. ELECTRICAL (\$10,550)	August 15, 2014
<ul style="list-style-type: none"> • Remove all existing light bulbs and upgrade with new T8s 	
<ul style="list-style-type: none"> • Clean up fixtures and repair/replace lenses as needed 	
<ul style="list-style-type: none"> • Change existing incandescent fixtures with new fluorescent fixtures 	
<ul style="list-style-type: none"> • Install new *SMART Dimmer plus system to all existing rooms and hallways 	

REQUIRED IMPROVEMENTS	COMPLETION DATE
***SMART Dimmer System consists of upgrading the existing fixtures with new dimmable ballast, a Smart dimmer, and a Smart Motion Sensor.	
5. CARPENTRY (in-kind/volunteer – value \$6,500)	August 15, 2014
<ul style="list-style-type: none"> • Repair windows and doors as needed to make them operable and remove any dry rot damage 	
6. CLEAN UP (in-kind/volunteer- value \$2,300)	August 15, 2014
<ul style="list-style-type: none"> • Clean up all windows inside and outside 	
<ul style="list-style-type: none"> • Trim back trees and bushes away from building 	
<ul style="list-style-type: none"> • Clean landscape area of weeds and garbage 	
7. ADA-COMPLIANT DOORS AND HARDWARE (\$5,300)	Prior to move-in or August 2014
<ul style="list-style-type: none"> • Remove all existing doors and locks 	
<ul style="list-style-type: none"> • Prep all doors to receive ADA compliant locks 	
<ul style="list-style-type: none"> • Install new S Series Saturn ADA compliant lock by Schlage 	
<ul style="list-style-type: none"> • Install new interconnected S Series ADA compliant lock 	
<ul style="list-style-type: none"> • Install new Basic auto closer and strike with 2 pads, one exterior and one interior for ADA access 	
<ul style="list-style-type: none"> • Build new word ramp and railing to meet ADA requirements 	
<ul style="list-style-type: none"> • Pressure treated wood to be used for the structural frame of ramp 	
<ul style="list-style-type: none"> • Ramp surface and railing to be built of wood composite material 	
8. NEW ADA RESTROOM (\$11,900)	Prior to move-in or August 2014
<ul style="list-style-type: none"> • Frame new partition wall to create space for new ADA compliant bath 	
<ul style="list-style-type: none"> • Install new wood blocking to support new bathroom fixtures and accessories 	
<ul style="list-style-type: none"> • Install new drywall/sheetrock and patch walls as needed 	
<ul style="list-style-type: none"> • Install new ADA compliant door and lock system 	
<ul style="list-style-type: none"> • Paint new bathroom 	
<ul style="list-style-type: none"> • Run all rough plumbing for new toilet and sink 	

REQUIRED IMPROVEMENTS	COMPLETION DATE
<ul style="list-style-type: none"> • Install new smart light system in new bathroom on its own dedicated circuit 	
<ul style="list-style-type: none"> • Install new hardibacker and tile floor 	
<ul style="list-style-type: none"> • Install new ADA compliant toilet and sink 	
<ul style="list-style-type: none"> • Install new safety grab bars as needed for ADA compliance 	
<ul style="list-style-type: none"> • Install new mirror 	
<ul style="list-style-type: none"> • Install new towel dispenser 	
<ul style="list-style-type: none"> • Install new toilet paper dispenser 	
<p style="text-align: center;">TOTAL ESTIMATED RENOVATION COST: \$135,740</p>	
ADDITIONAL REQUIRED IMPROVEMENTS	Note: no cost estimates established
<ul style="list-style-type: none"> • Provide lighting in the Alcove Area and lighting above the front door sufficient to illuminate the sidewalk in front of the building 	Prior to move-in or August 2014
<ul style="list-style-type: none"> • Replace dry rot damaged wood where found 	Over the course of the lease term

Tenant shall make every effort to use environmental construction techniques and materials such as rain collection systems, natural light, and potential solar wind power depending on ability to fundraise and obtain donated materials.

Exhibit "D"

PAYMENT

1. Annual payment of rental fees, as set forth in Item 3 of the Lease Agreement, shall be paid no later than January 15th of each calendar year for the forthcoming term year.
2. Payments shall be made payable to the "City of Berkeley" and paid at the Finance Department, 2180 Milvia Street, 3rd floor, Berkeley, California 94704.
3. Failure to make full payments on time is grounds for termination of this Lease by the City.



Office of the City Manager

CONSENT CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Liam Garland, Director, Department of Public Works

Subject: Purchase Order: Western Truck Center for Four Front Loaders

RECOMMENDATION

Adopt a Resolution satisfying requirements of City Charter Article XI Section 67.2 allowing the City to participate in Sourcewell contract bid procedures, and authorizing the City Manager to execute a purchase of four (4) Front Loaders with Western Truck Center in an amount not to exceed \$1,731,000.

FISCAL IMPACTS OF RECOMMENDATION

The purchase of four Front Loaders will not exceed \$1,731,000 and includes freight, registration, CA tire fees, factory and driver training and sales tax. Funding for the purchase of these vehicles is available in the FY 2022 budget for the Equipment Replacement Fund (671).

CURRENT SITUATION AND ITS EFFECTS

This purchase will replace units 6377, 6378, 6379 and 6380 that have reached the end of their useful life which was planned to be seven years. The Front Loaders being replaced are model year 2013. Berkeley provides its own refuse, recycling, mixed containers (metal, plastic, aluminum.), and food/green materials collection services for both residential and commercial community members. New equipment will be utilized by the Department of Public Works Zero Waste Division for this purpose. Collected material will be transported to the City's solid waste management center and transfer station for disposal or reuse.

Electric/Hybrid Electric Evaluation:

For Every fleet purchase, Public Works Staff research the feasibility and availability of fully electric vehicles and hybrid-electric powertrains to support the City's transition from fossil fuels to renewable energy resources. Staff research reveals progress is being made with developing a viable Electric Class 8 Sanitation Truck. Manufacturers involved include Mack, BYD, Lion Electric, Daimler, Peterbilt, and Nikola. Agencies / Companies across the nation are actively pursuing electric alternative sanitation truck to include the following: New York City has completed testing phase with good results, and announced plans to order (7) Mack LR Electric trucks. City of Sacramento Fleet

management has stated they will be working with Lion's electric to build out a product for their operation in 2022; GreenWaste of Palo Alto has purchased (4) BYD Motor Inc electric models; and Los Angeles has committed to 100% electrification by 2035, just to name a few. The Transfer Stations current electrical infrastructure cannot support a charging system without significant and costly improvements.

To electrify the collection fleet (more than 60 vehicles), the City's Solid Waste & Recycling Transfer Station has completed a Feasibility Study in late 2019 and began the CEQA permitting process in January 2021 for the facilities replacement of this 7.4-acre site, which will include infrastructure for future electrification of the Zero Waste Division's entire heavy-duty truck fleet. In addition, the Feasibility Study was presented at a November 5, 2019 City Council Work session and highlighted the electrical infrastructure needed and to meet GHG emission reduction targets as part of the City's 2009 Climate Action Goals.

With completion of the CEQA compliance, the final design and engineering for construction specifications and City permitting requirements are projected for FY2026/2027 completion. Public Works is also applying for assistance from Pacific Gas & Electric, Co. to provide electric charging infrastructure for future medium and heavy-duty vehicles application.

Renewable Fuel:

The replacement vehicles will be powered by 100% renewable diesel that reduces greenhouse gas emission by as much as 50-80%. Usage of renewable diesel also complies with the City's Fossil Free Recommendations. This purchase is in alignment with the 2020 Municipal Fleet Electrification Assessment that recognized the lack of commercially available and viable heavy-duty vehicles.

This purchase will support the City's Strategic Plan Goal of creating a resilient, safe, connected, and prepared City. In addition, the 2020 Municipal Fleet Electrification Assessment recognizes that cost-effective electric heavy-duty Front Load vehicles in this classification are not available at this time.

BACKGROUND

Throughout the year, each City Department pays its proportionate share into the Equipment Replacement Fund, and those funds are utilized to replace equipment at the end of its useful life. If a vehicle or equipment purchase request exceeds \$25,000, the Department of Finance General Services, Division solicits bids or "piggybacks" off competitively bid contracts to ensure City departments receive the best pricing.

The City of Berkeley has been a no-cost member of Sourcewell (formerly National Joint Powers Alliance) a municipal contracting agency operating under the legislative authority of Minnesota Statute 123A.21. The original 1978 statute was revised in 1995 allowing government clients to meet their specific needs through participation in a

service cooperative, rather than paying the higher cost associated with individual procurement. Sourcwell allows participating municipal agencies to leverage the benefits of cooperative purchasing and reduces procurement cost. Sourcwell serves cooperatively contracted products, equipment and service opportunities to government entities throughout the U.S.

All Sourcwell contracts have been competitively solicited nationwide. On April 16, 2020 Sourcwell released Request for Proposal No. 060920 for Class 4-8 Chassis with Related Equipment, Accessories, and Services. The solicitation was released for fifty-five days and twenty-five proposals were submitted. Upon review the Sourcwell Evaluation Committee selected Crane Carrier Company, LLC, a chassis manufacturer, as the best most responsive proposer to meet the specifications thusly awarding Contract No. 060920-CRN. The Crane Carrier Company authorized dealer/distributor for Northern California is Western Truck Center, the prime vendor, who will handle the pre-delivery prep of the units and delivery to the City of Berkeley.

The Labrie Wittke 40-yard front loading refuse bodies will be purchased piggybacking off Sourcwell Contract No. 091219-LEG. On July 11, 2019, Sourcwell Released Request for Proposal No. 091219 for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services. The solicitation was released for sixty-four days and nine proposals were submitted. Upon review the Sourcwell Evaluation Committee selected Labrie Enviroquip Group as the best most responsive proposer to meet the specifications thusly awarding Contract No. 091219-LEG. The bodies will be provided by Labrie Enviroquip Group exclusive authorized dealer for Northern California Arata Equipment Company.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Public Works Equipment Maintenance endeavors to procure the most fuel-efficient vehicles and equipment that are suitable for the required tasks. At present, the Solid Waste & Recycling Transfer Station is undergoing a replacement project that will include electric vehicle charging capabilities that do not exist at this time. Once construction is completed, commercially available EV alternatives will be purchased.

These collection vehicles will have a projected useful life of 8 years. At the end of this period, the Transfer Station replacement will be completed and will have installed electrical infrastructure to support the commercially-manufactured electric Front Loader collection trucks available at that time.

RATIONALE FOR RECOMMENDATION

Equipment must be replaced on a reasonable schedule to ensure the Public Works Equipment Operators can efficiently, safely, and effectively carry out their duties.

ALTERNATIVE ACTIONS CONSIDERED

None. Keeping equipment longer than its useful life results in higher maintenance costs and excessive downtimes in order to keep operating in a safe and serviceable manner.

Purchase Order: Western Truck Center
for Four Front Loaders

CONSENT CALENDAR
April 26, 2022

CONTACT PERSON

Greg Ellington, Superintendent, Department of Public Works (510) 981-6469

Attachment:
1: Resolution

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

PURCHASE ORDER: WESTERN TRUCK CENTER FOR FOUR FRONT LOADERS

WHEREAS, four front loaders are needed by the City of Berkeley Zero Waste Division for the commercial and residential collection of refuse, recycling, mixed containers (metal, plastic, aluminum.), and food/green materials; and

WHEREAS, the units to be replaced 6377, 6378, 6379 and 6380 have reached the end of their useful life; and;

WHEREAS, equipment must be replaced on a reasonable schedule that allows equipment operators to efficiently and effectively carry out their work; and

WHEREAS, City Charter XI Section 67.2 allows the City to purchase goods without undergoing a competitive bid process if the City uses pricing obtained by another entity through a competitive bid process; and

WHEREAS, Sourcewell contract bid procedures satisfy the procurement requirements of the City of Berkeley; and

WHEREAS, funds in the amount of \$1,731,000 are available in the FY2022 Equipment Replacement Fund (671).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a purchase order for four Front Loader trucks with Western Truck Center in an amount not to exceed \$1,731,000.



Office of the Mayor

CONSENT CALENDAR
April 26, 2022

To: Honorable Members of the City Council

From: Mayor Jesse Arreguín

Subject: Bay Area Book Festival: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Fund

RECOMMENDATION

Adopt a Resolution approving the expenditure of an amount not to exceed \$1068 from Mayor Arreguín, to the Bay Area Book Festival for the purposes of covering costs associated with personal protective equipment (PPE), with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Mayor Arreguín.

BACKGROUND

The Bay Area Book Festival has been a Berkeley institution since 2015. Every year for a couple of days, people from all over the world travel to this festival that takes place in Downtown Berkeley, providing an increase in local tax revenues while promoting literacy and diverse cultural viewpoints. This year's festival will take place on May 7-8, 2022. The slogan for this year's festival is *Books Build Bridges*, a message of vital importance given recent trends of book bannings across the country.

The 2020 festival was cancelled due to the COVID-19 pandemic, but was salvaged through virtual events. 2021 also saw the festival be fully virtual. 2022 marks the first time the festival has been in-person since 2019, but with the pandemic still ongoing, extra safety precautions are being put in place to ensure the health and safety of the festival's participants. Organizers of the festival has requested assistance from the City to cover expenses related to personal protective equipment (PPE). The City has graciously provided test kits to the festival, but the festival needs KN95 masks, hand sanitizer, and sanitation wipes, which has been calculated to cost \$1,068.

This annual, world-class, legacy event can enrich the lives of residents, draw visitors, raise revenues, and enhance the city's reputation regionally and worldwide. Summary of benefits:

- Diverse cultural and literary riches brought to our residents
- Increased tax revenues from restaurant, retail stores, and exhibitor sales from 50,000 visitors during festival hours all day Saturday, Saturday night and Sunday, plus from large Authors/VIP party Friday night
- Increased hotel tax revenues

- Increased parking revenue
- Increased theatre/music venue attendance through co-promoted festival specials
- Focus on Berkeley by the entire Bay Area, thanks to promotions by the SF Chronicle, KQED and other radio coverage, TV coverage, Twitter and more
- International attention to the City of Berkeley; a third of festival authors to come from other countries
- Closer connection between town and gown
- Very low cost for the city relative to the benefits because the vast majority of costs are borne by the nonprofit festival organization

FINANCIAL IMPLICATIONS

No General Fund impact; \$1068 is available from Mayor Arreguin's Office Budget discretionary accounts.

ENVIRONMENTAL SUSTAINABILITY

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

CONTACT PERSON

Mayor Jesse Arreguín 510-981-7100

Attachments:

1: Resolution

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

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

WHEREAS, Mayor Jesse Arreguin has surplus funds in his office expenditure account; and

WHEREAS, a California non-profit tax exempt corporation, the Bay Area Book Festival seeks funds in the amount of \$1068 to provide the following public services; to provide personal protective equipment to provide guests at the festival taking place on May 7-8, 2022 a safe and healthy experience; and

WHEREAS, the provision of such services would fulfill the following municipal public purpose of providing an opportunity to explore social issues and education and to cultivate literacy through the community.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that funds relinquished by the Mayor from their Council Office Budget up to \$1068 shall be granted to the Bay Area Book Festival to fund the personal protective equipment that will enable to the festival to go forward in a safe manner.



Office of the Mayor

CONSENT CALENDAR

April 26, 2022

To: Honorable Members of the City Council

From: Mayor Jesse Arreguín, Councilmember Sophie Hahn (Co-Sponsor), Councilmember Kate Harrison (Co-Sponsor), and Councilmember Ben Bartlett (Co-Sponsor)

Subject: Budget Referral: Housing Retention Fund

RECOMMENDATION

Refer to the Fiscal Year 2023 budget process an allocation of \$1 million from the American Rescue Plan Act (ARPA) funds to the Eviction Defense Center to supplement the Housing Retention Program, including COVID-19 emergency grants.

BACKGROUND

The American Rescue Plan Act (ARPA), approved in March 2021, is a \$1.9 trillion federal aid program to support recovery from COVID-19. \$350 billion was set aside for direct financial assistance for states and local jurisdictions. The funds can be used for the following purposes:

- Address economic impacts relating to the COVID-19 emergency, including assistance to small businesses, non-profits, and households.
- Revenue replacement for the provision of government services.
- Premium pay for essential workers.
- Investments in water, sewer, and broadband infrastructure.

The City of Berkeley was allocated \$66.6 million. Half the funds were received in May 2021, with the other half expected in May 2022. In the FY 22 budget, a total of over \$46 million of ARPA funds was allocated for a variety of purposes. Approximately half of these funds went to the General Fund to fill in the budget deficit caused by the economic impacts of the pandemic. The rest was used to supplement various funds and programs relating to Parks & Recreation, Parking, Public Safety, and business/non-profit support. Over \$4 million in ARPA funds have already been earmarked for FY 2023, with approximately \$14.6 million left in balance that has yet to be allocated.

Berkeley established the Homeless Prevention Grants Program in 1993, which became the Housing Retention Program in 2008. In 2017, the program was expanded to allow grants of up to \$5,000 per household. Households must demonstrate that they are at imminent risk of losing their housing and must meet at least one of the following criteria: decrease in income; an unexpected medical and/or disability expense; fleeing domestic

violence; work-related vehicle expense; and/or an unexpected significant expense which may be considered eligible. In 2020, a second program was established specifically related to the COVID-19 emergency. Administered by the Eviction Defense Center, these grants are available to people below 80% Area Median Income and adds financial losses related to COVID-19 to the criteria. These grants can total up to \$10,000, and households can apply to both for a total of \$15,000 in grants if eligible.

According to the Household Pulse Survey by the US Census, 5.0% of residents in the San Francisco-Oakland Metro Area (covering Alameda, Contra Costa, Marin, San Francisco, and San Mateo Counties) are behind on rent and do not believe they will be able to catch up¹. The survey also records 47.0% (margin of error +/- 19.3%) of people behind on rent reporting that they believe an eviction or foreclosure is likely within the next couple of months. In a survey conducted on March 6- 17, 2022 by the Public Policy Institute of California, 34% of renters in California and 41% of lower-income residents reported being very concerned about not having enough money to pay for their housing costs.

While the economy is recovering from the impacts of COVID-19, many people remain behind rent. Under Berkeley's eviction moratorium, people cannot be evicted for lack of payment of rent during the local state of emergency, but property owners can seek back payment of rent through the courts. Additionally, increased inflation and cost of living, which disproportionately impacts low-income households, could put some people in a position of falling behind on rent in the coming months. An infusion of an additional \$1 million will help Berkeley tenants who may be at risk of eviction once the eviction moratorium ends. These funds will help provide financial stability to households most in need, in turn preventing an increase in homelessness.

FINANCIAL IMPLICATIONS

\$1 million from the American Rescue Plan Act funds.

ENVIRONMENTAL SUSTAINABILITY

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

CONTACT PERSON

Mayor Jesse Arreguín 510-981-7100

¹ Survey took place between March 2 – March 14, 2022. Estimates are 114,019 people aged 18+ are impacted, or 5.0%. Margin of error is +/- 2.8%. Source: https://www.census.gov/data-tools/demo/hhp/#/?measures=HINSEC&s_metro=41860&areaSelector=msa&periodSelector=43&s_state=00006



Rashi Kesarwani
Councilmember District 1

CONSENT CALENDAR

April 26, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Councilmember Rashi Kesarwani (Author)

SUBJECT: Budget Referral: Expand Scope of the Downtown Streets Team to Include Services within the Gilman District

RECOMMENDATION

Referral to the City Manager and the FY 2022-23 budget process \$50,000 annually to expand the scope of services for the Downtown Streets Team to address the need for enhanced services around commercial and industrial areas in the Gilman District twice weekly.

The Gilman District is defined as the commercial area west of San Pablo Avenue to Eastshore Highway and, on the south, Gilman Street north to the Albany border.

CURRENT SITUATION AND ITS EFFECTS

The Gilman District Experiences High Levels of Trash and Debris. The Gilman District—west of San Pablo Avenue to Eastshore Highway and, on the south, Gilman Street north to the Albany border—has long been the heart of the City’s manufacturing and industrial sectors, while more recently becoming home to wineries, breweries, artisanal food production facilities, non-profits, and maker spaces. The area experiences the following challenges related to trash and debris:

- Build up of trash and debris on sidewalks and streets that obstruct access
- High volume of rodents
- Illegal dumping

The Downtown Streets Team is Deployed to Numerous Other Berkeley Business Districts. The City currently has a contract with the Downtown Streets Team (DST)¹ to do a variety of manual beautification services, including removal of leaves and trash from sidewalks and gutters, graffiti abatement, and poster and

¹ See [Downtown Streets Team](#) webpage

advertising removal from commercial areas. These services complement Public Works' baseline services that use mechanical street sweepers and pressure washing, and removal of illegally dumped materials from the public right-of-way. Both types of services help keep an area clean and well maintained. The DST deploys teams of local, low-income and homeless residents to service seven different commercial and high-use areas throughout the City. These areas include:

- Downtown Berkeley, serviced three times per week
- Telegraph Avenue, serviced three times per week
- West Berkeley (University and San Pablo area), serviced three times per week
- South Berkeley, serviced two times per week
- North Shattuck, serviced one time per week
- Elmwood, serviced one time per week
- Solano Avenue, soon to be serviced two times per week

All the teams work cooperatively with community agencies to ensure team members receive training for the jobs they perform. The goal is to promote self-sufficiency through job training and build effective work habits as well as to provide assistance in securing permanent housing.

The Gilman District Deserves Similar Investment as Other Business Districts.

The Downtown Streets Team provides a low-barrier volunteer work experience model where unhoused participants receive case management, employment services and non-cash basic needs support in exchange for beautifying their community. This investment in keeping the district clean can have an outsized impact as locations that are well maintained tend to invite greater public use which helps to revitalize an area, while poorly maintained and degraded areas invite undesirable behaviors and elements. Regular attention to litter and debris removal and graffiti abatement will create a more welcoming environment for customers, workers, and visitors.

BACKGROUND

The Downtown Streets Team has provided support to the City of Berkeley's Clean City program since August of 2018 (see attachment). The Clean City Program, developed in 1989, aims to provide clean, debris-free public rights of way within the City by assisting with neighborhood clean-ups, street sweeping, and removal of illegally dumped materials. Over the years the program expanded to include designated hand sweeping zones throughout the City; the work of the DST fulfills this objective as teams deployed to targeted areas hand sweep sidewalks and gutters, complementing the efforts of our Public Works Department.

FISCAL IMPACT

\$50,000 annually for Downtown Streets Team services in the Gilman District two-times per week.

ENVIRONMENTAL SUSTAINABILITY

Keeping our business districts clean and healthy is one of the City’s strategic priorities “to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.”² The Municipal Regional Stormwater Permit (MRP) also requires the City to reduce the trash flowing into the Bay and local waterway via our storm drainage system. Hand sweeping sidewalks and gutters helps remove built up leaves and debris, which prevents litter from entering the system. Codornices Creek, home to steelhead trout, a threatened species, borders the city along the length of the Gilman District and has been undergoing a process of restoration since the 1990s.

CONTACT PERSON

Rashi Kesarwani, Council District 1

(510) 981-7110

Attachments:

Downtown Streets Team 2018 Contract

² See the City’s [Strategic Plan](#) webpage



Office of the City Manager

CONSENT CALENDAR
June 26, 2018

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Phillip L. Harrington, Director, Department of Public Works

Subject: Contract: Downtown Streets Team Hand Sweeping, Graffiti Abatement, and Poster Removal Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract with Downtown Streets Team to provide supplemental hand sweeping, graffiti abatement, and poster removal services to support the City's Clean City Division. Contract amount is not to exceed \$645,304 for the two-year period from July 1, 2018 through June 30, 2020.

FISCAL IMPACTS OF RECOMMENDATION

Initial funding of \$332,652 for Year One of the Contract is allocated in the FY 2019 Public Works Streets and Operations Division budget account code 820-5502-432-3038; funding for Year Two of the Contract, FY 2020, is subject to appropriation.

YEAR	FISCAL YEAR	AMOUNT	BUDGET CODE
ONE	FY 2019	\$322,652	820-5502-432-3038
TWO	FY 2020	\$322,652	Subject to Appropriation
TOTAL FY 2019 & FY 2020 NTE		\$645,304	

The contract has been entered into the Contract Management System (CMS) as CMS No. RCWTM.

CURRENT SITUATION AND ITS EFFECTS

The Department of Public Works Clean City Program, (the Program) is responsible for maintaining clean City streets, gutters, and sidewalks by providing mechanical street sweeping, pressure washing, and removal of illegally dumped items from rights of way, litter and graffiti abatement services.

To supplement the baseline services provided by Public Works staff; ensuring that the Program meets standards of cleanliness and safety and promotes beautification of the City's commercial districts, the Clean City Program relies upon contractor supplied hand sweeping, graffiti abatement, and poster removal services.

The contract for these supplemental services has expired; thus, the Clean City Program has not had the critical assistance required to maintain standards of cleanliness, safety, and appearance in the City's commercial districts.

BACKGROUND

The Clean City Program was developed in 1989 with the objective of providing clean, debris-free public rights of way for the City. In the 1990s the Program expanded to include designated hand sweeping zones for the City's South Berkeley, West Berkeley, Telegraph Avenue, and Downtown Berkeley commercial districts. In 2012, with an emphasis on further enhancing the appearance of these commercial districts, the City issued a Request for Proposal (RFP) for supplemental hand sweeping, leaf and litter abatement services (Specification No. 12-10677-C) to support the Public Works staff, ultimately entering into a contract, which expired December 31, 2017.

The Department of Public Works does not have sufficient staff to absorb the hand sweeping, debris and litter abatement duties previously performed by the contractor. Furthermore, to enable the Clean City Program to expand its services to three additional commercial districts: Solano, North Shattuck, and Elmwood, Public Works issued a new RFP (Specification No. 18-11185-C) in December 2017 at an estimated cost of \$640,000. Four responses were received in January 2018. A panel of three managers representing the City's Public Works, Health Housing and Community Services, and Economic Development Departments evaluated the responses against the requirements specified in the RFP. Downtown Streets Team (DST) was selected as the lowest responsive and best qualified bidder to meet the Clean City Program's needs; demonstrating both a thorough comprehension of the scope of services to be delivered and a proven program model by which very low income, unhoused persons working as DST Team Members to beautify their community, receive employment services, training, and other support to promote self-sufficiency in preparation for reentering the workforce and securing permanent housing.

ENVIRONMENTAL SUSTAINABILITY

The Municipal Regional Stormwater Permit (MRP) requires the City to reduce the amount of trash flowing into local waterways and the San Francisco Bay via the City's storm drainage system. Hand sweeping in commercial districts helps to prevent litter from entering the City's storm drainage system. As required by the MRP, the Public Works Department has installed more than 400 Full Trash Capture Devices (FTCDs) in catch basins throughout the City. FTCDs are concentrated in the City's commercial districts as these districts are among the highest trash generating areas. Hand-sweeping prevents trash from getting caught in the FTCDs, reducing the amount of maintenance required to be performed by Public Works staff on these devices.

RATIONALE FOR RECOMMENDATION

The DST Program is designed to complement the City's Clean City Program by maintaining clear, unobstructed pedestrian rights of way and enhancing the appearance of the City's seven commercial districts. Additionally, the DST Program, as operated in other cities throughout Northern California, has been proven successful in delivering contracted services and in placing its team members into employment and permanent housing.

Without the support from DST to supplement baseline services provided by Public Works staff, the Clean City Program would be unable to maintain established standards of cleanliness and beautification in the City's seven commercial districts.

ALTERNATIVE ACTIONS CONSIDERED

No alternative actions were considered. Without the supplemental support provided by a contracted vendor, the Clean City Program is unable to maintain cleanliness and appearance standards in the City's commercial districts.

CONTACT PERSON

Kem Loong, Superintendent of Operations, Department of Public Works (510) 981-6479

Attachments:

1: Resolution

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

CONTRACT: DOWNTOWN STREETS TEAM FOR HAND SWEEPING, GRAFFITI ABATEMENT, AND POSTER REMOVAL SERVICES

WHEREAS, the City's Department of Public Works Clean City Program is responsible for maintaining clean, unobstructed sidewalks and gutters, and an enhanced appearance in the City's seven commercial districts; and

WHEREAS, Public Works staff relies upon supplemental, contractor-provided hand sweeping, graffiti abatement, and poster removal services to maintain established standards of cleanliness and beautification; and

WHEREAS, the City is committed to supporting programs which promote the low income, un-housed community in becoming more self-sufficient through job training and leadership opportunities to rebuild effective work habits, and with assistance in securing permanent housing; and

WHEREAS, the City issued a request for written proposals from qualified firms to provide supplemental hand sweeping, graffiti abatement, and poster removal services, (Specification No. 18-11185-C); and received four qualifying vendor responses; and

WHEREAS, a management team representing the City's Public Works, Health Housing and Community Services, and Economic Development Departments evaluated each of the proposals for cost, experience, qualifications, responsiveness, and references; and determined that Downtown Streets Team (DST) was the lowest and most responsive, best qualified bidder to meet specific City needs; and

WHEREAS, initial funding is available in the FY2019 budget 820-5502-432-3038 and subsequent funding for FY2020 is subject to appropriation; the contract has been entered into the Contract Management System (CMS) as CMS No. RCWTM.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments or extensions with Downtown Streets Team to provide supplemental Hand Sweeping, Graffiti Abatement, and Poster Removal Services for the City's Clean City Program, for a total not to exceed \$645,304 from July 1, 2018 through June 30, 2020. A record signature copy of said contract will be on file in the Office of the City Clerk.



CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Councilmember Ben Bartlett (Author), Mayor Jesse Arreguin (Co-Sponsor)

Subject: Convert 62nd Street between King St, and Adeline St. into a cul de sac with a marked bicycle lane connecting Adeline St. to the bicycle boulevard on King St.

RECOMMENDATION

Refer to the Fiscal Year 2022/2023 Budget Process, an allocation of \$300,000 to convert 62nd Street between King St. and Adeline St. into a cul de sac with a marked bicycle lane connecting Adeline St. to the bicycle boulevard on King St.

CURRENT SITUATION

The short block of 62nd Street and the intersection of 62nd Street and King Street between Adeline and King Streets has been plagued by dangerous driving behavior that threatens pedestrians, cyclists, and motorists. These observed behaviors include speeding, not stopping at stop signs, and not yielding to pedestrians, all of which have led to near-miss collisions. These conditions increase the risks of car accidents and endanger pedestrians and bicyclists. The risk to bicyclists is especially dangerous in this area because 62nd Street feeds directly into the bicycle thoroughfare on King Street. Residents at this intersection have observed near misses almost every day, particularly during rush hours when both cars and bicyclists commute through the 62nd Street and King Street intersection on a regular basis.

In August 2021, the section of 62nd Street between Adeleine and King Street was converted to a one-way street in the direction of Adeleine in an attempt to mitigate this dangerous situation and prevent accidents, particularly involving cyclists on bicycle boulevards and pedestrians. The residents of the neighborhood are grateful to the city for taking this step and, if the one-way street was legally observed by drivers, would be an excellent solution to the safety problems. Unfortunately, dozens of cars each day ignore the one-way designation and the clear signage and drive the wrong way down the one-way street. The residents of the neighborhood have worked hard to educate drivers about the one-way street, purchasing bright cones to mark the signs, adding Do Not Enter signs, and talking to drivers to let them know it is now one-way. In this effort, residents have often been met with belligerence and aggression from many drivers who simply don't care and who want to drive the wrong way down the street as a cut-through. In addition to personal vehicles, UPS, Amazon delivery trucks, and ride-sharing services such as Uber and Lyft drivers regularly drive the wrong way down the one-way street.

This unforeseen disregard for the one-way designation of the block has created a particularly dangerous situation as there is now one lane for traffic going both directions. There have been countless near-misses and a tragic head-on collision is simply a matter of time. Cars coming off Adeleine are often illegally coming into the block fast and there is now no stop sign directing them to stop at the 62nd Street and King Street intersection of bicycle boulevard (because no one is expected to be driving in that direction). There is now regular, illegal (wrong way) and unexpected traffic driving across bicycle boulevard in the wrong direction without a protective stop sign.

This area receives significant traffic by pedestrians, cars, and bicyclists, particularly on Farmers Market Days (Tuesdays), and furthermore, there are a total of seventeen children and numerous families with pets that live on 62nd Street. Multiple pedestrians and bicyclists have already been injured as a result of traffic issues. By sheer luck, none of these accidents have been fatal, but the City must support infrastructure that promotes pedestrian safety and reduces traffic collisions in order to avoid a tragedy.

BACKGROUND

The intersection of 62nd Street and King Street, which is located near the border of Oakland, has had numerous issues with crime. In recent years, illegal dumping, gunfire, and various traffic violations have proliferated. There have been regular cases of gun-related crimes at this intersection. Most recently, there were drive-by shootings that occurred on Nov, 29, 2021¹.

In order to deter traffic violations, traffic circles and stop signs have been installed. Unfortunately, as mentioned previously, these measures have been insufficient in curbing the issue of reckless driving and preventing traffic collisions and confusion. Further work needs to be done in order to deter traffic violations and ensure pedestrian and bike safety. The residents of the neighborhood that is plagued by dangerous and illegal driving want to see clear safe passage marked for pedestrians and bicyclists.

Based on community consultations, many people have supported transitioning this busy intersection into a cul-de-sac, including all the residents who are at the most dangerous parts of the 62nd Street corridor between Adeline and King Street. Doing this would contain the traffic flow, make it easier for pedestrians to cross the street, and decrease the number of traffic violations. Those wishing to access the neighborhood can do so a half block from 62nd and Adeline by making a right turn at Adeline and King St. Here, the turn is more likely to slow traffic coming into the neighborhood because it is a sharper right turn rather than a gentle turn that does not promote slowing down. Although this item is not a silver bullet in addressing all of the problems, it is a needed step in order to bring much needed safety to the area.

The Council should refer to the Public Works Department to formulate a plan that would convert 62nd Street into a cul-de-sac at Adeline St. to block off motorists while providing an accessible biking path. Residents have shared substantive drawings, proposals, pictures, and concepts with Public Works staff on January 14, 2022. If this item passes, the Department should move forward with this request once its staff has addressed their immediate priorities.

RATIONALE FOR RECOMMENDATION

In Berkeley, street safety is a priority. Based on consultations with constituents and reported crimes, action must be taken to substantially decrease traffic violations and prevent the potential for serious injury at this intersection. The urgency for this action is particularly high given the number of young children who live at or near this intersection as well as patrons of the Farmers Market, and cyclists who use the King St. bike boulevard.

REVIEW OF EXISTING PLANS, PROGRAMS, POLICIES, AND LAWS

In December of 2013, the City Council adopted the Complete Streets Policy which is determined to create a “comprehensive, integrated transportation network with infrastructure and design

¹ <https://www.dailycal.org/2020/08/17/berkeley-police-department-responds-to-reports-of-gunfire/>

that allows safe and convenient travel”² for all users. This includes pedestrians, persons with disabilities, motorists, bicyclists, users, and operators of public transportation, seniors, children, youth, and families.

The Complete Streets Policy goal is to “provide safe, comfortable, and convenient travel along and across streets.”³ If the City is dedicated to creating a community of traffic safety that protects all pedestrians from auto-related accidents, the Council should look into transitioning parts 62nd Street and Adeline into a cul-de-sac, which would create a valuable connecting corridor for bicyclists from Adeline onto King Street.

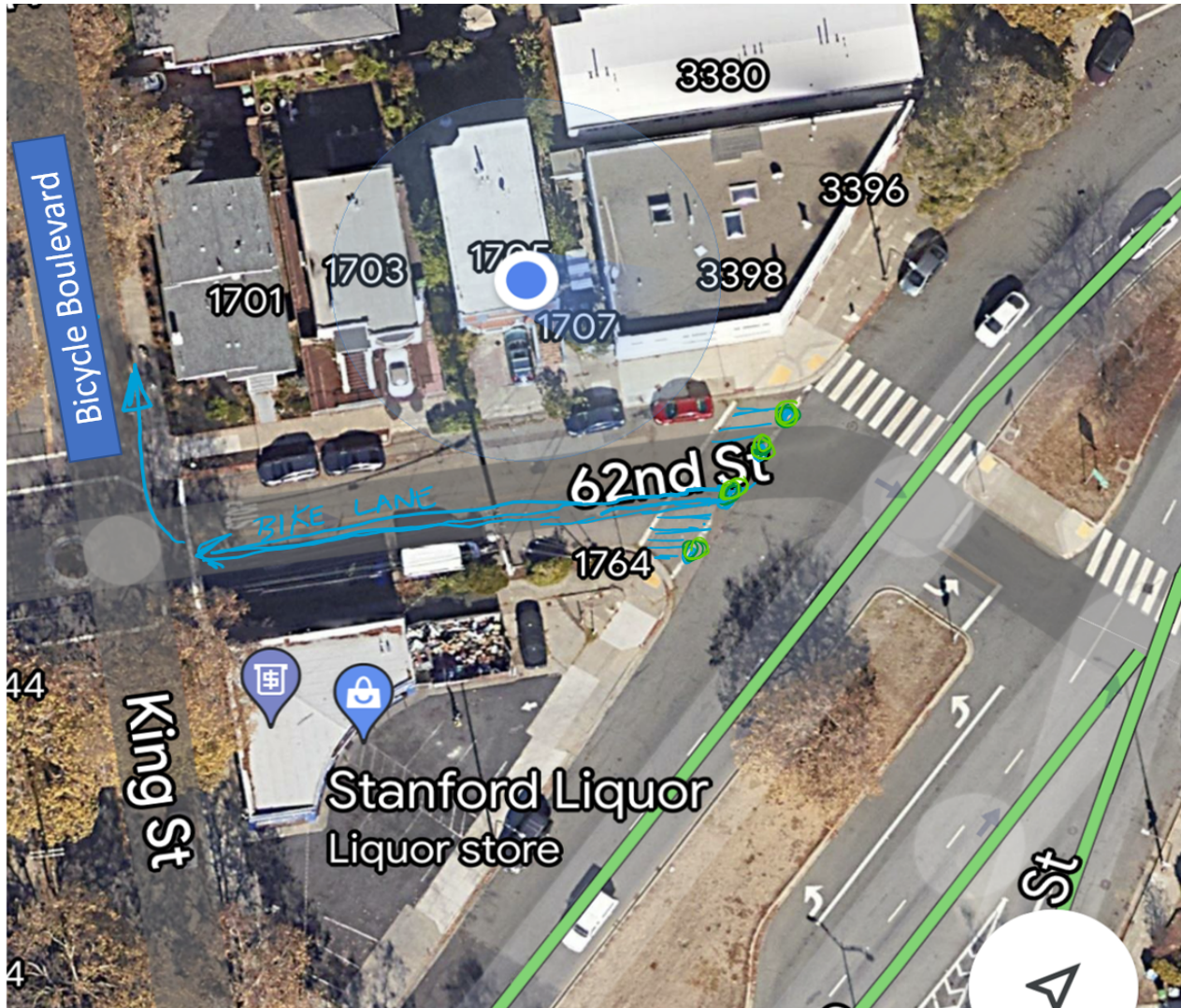
CONSULTATION OVERVIEW

The District 3 Office and the Berkeley Police Department have met with constituents to discuss the rampant issues in this neighborhood. Constituent concerns with safety, along with their demands on converting 62nd Street and Adeline into a cul-de-sac, have informed this recommendation. The Berkeley Police Department have offered their support of the cul-de-sac in a meeting with residents on January 14, 2022, stating that emergency vehicle access have viable and pragmatic alternative in accessing this area quickly via King Street just a half block from the intersection. Residents have shared substantive drawings, proposals, pictures, and concepts with Public Works staff in the same January 14, 2022 meeting.

As mentioned earlier, there are many bikes that use this street as a connection to the King Street bicycle boulevard, or to get to the Oakland bike path on 61st street. One proposal is to convert part of 62nd street into a bike lane. This would act as a safe corridor for bicyclists coming off Adeline Street to easily access bicycle boulevard, a safe crossing for pedestrians and ensure that the street and space are actively used to prevent the creation of “inactive space” that could be used for loitering or partying by liquor store patrons (an issue already).

² <https://www.cityofberkeley.info/completestreetspolicy/>

³ https://www.cityofberkeley.info/uploadedFiles/Public_Works/Level_3_-_Transportation/Berkeley%20Complete%20Street%20Resolution%2012%2011%2012.pdf



ENVIRONMENTAL SUSTAINABILITY

No adverse effects on the environment. A cul-de-sac conversion will help mitigate traffic, promote pedestrian safety, and create a safer intersection for families, pedestrians, and bicyclists. Drivers heading east onto Adeline can easily do so by accessing 63rd street, one block away.

FISCAL IMPACTS

Staff time and additional costs are to be determined by the Public Works Department. The \$300,000 allocation represents \$50,000 to \$100,000 for design including small scale community engagement, plus the remainder to construct. If additional street lights may be required, this could be raised to \$300,000.

CONTACT PERSON

Councilmember Ben Bartlett
James Chang

510-981-7130
510-981-7131



Kate Harrison
Vice Mayor, District 4

CONSENT CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Vice Mayor Harrison and Councilmember Hahn

Subject: Adopt a Resolution in Support of California State Assembly Bill 2557 (Bonta): Specifying That Records of Civilian Law Enforcement Oversight Agencies Are Subject to the Disclosure Requirements of the Public Records Act

RECOMMENDATION

Adopt a Resolution in support of California State Assembly Bill 2557 (Bonta) that specifies that records and information obtained from records of civilian law enforcement oversight agencies are subject to the disclosure requirements of the public records act and not considered confidential.

Send copies of the resolution and letters to Governor Newsom, State Senator Skinner, and Assemblymembers Wicks and Bonta.

CURRENT SITUATION, EFFECTS, AND RATIONALE FOR RECOMMENDATION

Due to a 2006 California Supreme Court decision, *Copley Press, Inc. v. Superior Court*, (2006) 39 Cal.4th 1272, records and information obtained from records of civilian law enforcement oversight agencies are treated as if they were confidential personnel records held by police departments. Accordingly, those agencies have been required since 2006 to withhold from the public most, if not all, investigations of law enforcement officer misconduct. This is in stark contrast to the operation of civilian law enforcement oversight agencies prior to the *Copley Press* decision, which, until that decision, operated with full transparency.

The remedy is a direct legislative repeal of *Copley Press*, including specific legislative language allowing civilian law enforcement oversight agencies to operate openly and transparently, as was the practice prior to 2006.

AB 2557 amends California Penal Code Section 832.7 to specify that records and information obtained from records of civilian law enforcement oversight agencies are subject to the disclosure requirements of the Public Records Act (Government Code

Adopt a Resolution in Support of California State Assembly Bill 2557
(Bonta): Specifying That Records of Civilian Law Enforcement Oversight
Agencies Are Subject to the Disclosure Requirements of the Public
Records Act

CONSENT CALENDAR
April 26, 2022

Section 6250 et seq.) and not considered confidential pursuant to Penal Code Section 832.7.

BACKGROUND

The civil unrest in the wake of the murder of George Floyd at the hands of former Minneapolis Police Officer Derek Chauvin, and numerous other unlawful acts committed by law enforcement personnel, has caused our nation to urgently scrutinize policing activities and reimagine public safety, especially with the understanding that the historic and systemic abuses of police authority disproportionately fall on minority and at-risk communities.

Black and Latinx individuals make up a combined 25% of the United States population but comprise over 75% of the victims of fatal police shootings in the past 5 years, such as the recent killings of Sean Monterrosa by the Vallejo Police Department and of Erik Salgado by the California Highway Patrol. It is critical that decisions and oversight concerning community policing occur in the full light of day so that residents can understand precisely the scope of disparate policing outcomes and any alleged violations of civil rights, policies, or the law.

At least 25 California municipalities, including Berkeley and most of our largest cities, have established civilian law enforcement oversight boards to provide necessary public oversight of policing activities in the community. A 15-year-old ruling from the California Supreme Court is causing the work of many California civilian oversight boards to be unnecessarily constrained by confidentiality requirements that are antithetical to the public work those boards are mandated to undertake.

For decades before the *Copley* decision, civilian oversight agencies had acted openly and not subject to employment confidentiality laws. Once the *Copley* decision came out those same bodies were required to cloak their work in secrecy. Civilian police oversight agencies are important checks on law enforcement activities and should be allowed to reopen their investigations to public review.

FISCAL IMPACTS OF RECOMMENDATION

This proposal will save jurisdictions money by avoiding countless hours of redactions and costly settlements resulting from non-compliance with CPRA requests for documents since the passage of SB 1421 and SB 16. Staff time will be necessary for the Clerk to send letters to the Governor and state legislators.

ENVIRONMENTAL SUSTAINABILITY

No discernable impact.

CONTACT PERSON

Vice Mayor Kate Harrison, (510) 981-7140

ATTACHMENTS

2180 Milvia Street, Berkeley, CA 94704 • Tel: (510) 981-7140 • TDD: (510) 981-6903 • Fax: (510) 644-1174
E-Mail: KHarrison@cityofberkeley.info

Adopt a Resolution in Support of California State Assembly Bill 2557
(Bonta): Specifying That Records of Civilian Law Enforcement Oversight
Agencies Are Subject to the Disclosure Requirements of the Public
Records Act

CONSENT CALENDAR
April 26, 2022

1. Resolution
2. Letters
3. Legislation

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

ADOPT A RESOLUTION IN SUPPORT OF CALIFORNIA STATE ASSEMBLY BILL 2557 (BONTA): SPECIFYING THAT RECORDS OF CIVILIAN LAW ENFORCEMENT OVERSIGHT AGENCIES ARE SUBJECT TO THE DISCLOSURE REQUIREMENTS OF THE PUBLIC RECORDS ACT

WHEREAS, in *Copley Press, Inc. v. Superior Court* (2006) 39 Cal.4th 1272, the California State Supreme Court decided that records and information obtained from records of civilian law enforcement oversight agencies will be treated as if they were confidential personnel records held by police departments; and

WHEREAS, as these records are considered confidential, agencies have been required to withhold almost all such records involving investigations of officer misconduct; and

WHEREAS, the *Copley Press* decision prevents the public from learning the extent of any discipline, but for some minimal exceptions, that may have been imposed as a result of misconduct; and

WHEREAS, prior to 2006, civilian law enforcement oversight agencies operated with full transparency; and

WHEREAS, the ability for the public to have access to information regarding complaints about police misconduct and the response to any such complaints builds public confidence in the ability of government to hold police officers who engage in misconduct accountable; and

WHEREAS, if AB 2557 is enacted into law, the legislation will save jurisdictions time and resources currently being expended on redactions and settlements for non-compliance with public records requests for documents following the passage of both Senate Bill 1421 and Senate Bill 16; and

WHEREAS, AB 2557 is a direct legislative repeal of the *Copley Press* decision; and

WHEREAS, AB 2557 will allow civilian law enforcement agencies to operate transparently as they did prior to 2006.

NOW, THEREFORE BE IT RESOLVED, that the Berkeley City Council hereby endorses AB 2557 and urges the California State Legislature and Governor Gavin Newsom to support its enactment into law.

BE IT FURTHER RESOLVED that copies of this Resolution and letters will be sent to Governor Newsom, State Senator Skinner, and Assemblymembers Wicks and Bonta.

The Honorable Governor Gavin Newsom
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: AB 2557 (Bonta) Peace Officers Records

Dear Governor Newsom,

The Berkeley City Council conveys its support for AB 2557 (Bonta). AB 2557 amends California Penal Code Section 832.7 to specify that records and information obtained from records of civilian law enforcement oversight agencies are subject to the disclosure requirements of the Public Records Act (Government Code Section 6250 et seq.) and not considered confidential pursuant to Penal Code Section 832.7.

Because of a 2006 state supreme court decision, *Copley Press, Inc. v. Superior Court*, (2006) 39 Cal.4th 1272), records and information obtained from records of civilian law enforcement oversight agencies are treated as if they were confidential personnel records held by police departments. Accordingly, those agencies have been required since 2006 to withhold from the public, most if not all, investigations of law enforcement officer misconduct. This is in stark contrast to the operation of civilian law enforcement oversight agencies prior to the Copley Press decision, which, until that decision, operated with full transparency.

The civil unrest in the wake of the callous murder of George Floyd at the hands of former Minneapolis Police Officer Derek Chauvin, and numerous other similar atrocities committed by law enforcement personnel, has caused our nation to urgently scrutinize community policing activities with the manifest realization that the historic and systemic abuses of police authority disproportionately fall on minority and at-risk communities. As a glaring statistic evidencing this point, Black and Latinx individuals make up a combined 25% of the United States population but comprise over 75% of the victims of fatal police shootings in the past 5 years, such as the recent killings of Sean Monterrosa by the Vallejo Police Department and of Erik Salgado by the California Highway Patrol. It is more important, now than ever, that decisions concerning community policing occur in the full light of day so that our communities can understand precisely the scope of the systemic problem of abusive police tactics and what our local governments can do to best eliminate those abuses.

At least 25 California municipalities, including Berkeley, have established civilian law enforcement oversight boards to provide necessary public oversight of policing activities in the community. Many such civilian oversight boards have been in existence for decades, including the Oakland Police Commission and its predecessor, the Oakland Citizens' Police Review Board. Unfortunately, a 15 year-old ruling from the California Supreme Court is causing the the work of civilian oversight boards across the state, to be unnecessarily constrained by confidentiality requirements that are antithetical to the public work those boards are mandated to undertake.

For decades before the Copley decision, civilian oversight agencies had acted openly and not subject to employment confidentiality laws. Once the Copley decision came out those same bodies were required to cloak their work in secrecy, and that unnecessary secrecy is still happening.

This is not right. Civilian police oversight agencies operate as a needed check on law enforcement and should be allowed to reopen their investigations to public review. AB 2557 accomplishes this through a direct legislative repeal of Copley. By passing this amendment, not only will California show its commitment to current civilian oversight agencies but will also encourage other jurisdictions to create civilian oversight agencies to ensure that law enforcement in California is truly working for all people.

For these reasons, Berkeley City Council supports AB 2557.

Sincerely,

The Berkeley City Council

The Honorable State Senator Nancy Skinner
Capitol Office, 1021 O Street, Suite 8630
Sacramento, CA 95814

RE: AB 2557 (Bonta) Peace Officers Records

Dear Senator Skinner,

The Berkeley City Council conveys its support for AB 2557 (Bonta). AB 2557 amends California Penal Code Section 832.7 to specify that records and information obtained from records of civilian law enforcement oversight agencies are subject to the disclosure requirements of the Public Records Act (Government Code Section 6250 et seq.) and not considered confidential pursuant to Penal Code Section 832.7.

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For these reasons, Berkeley City Council supports AB 2557.

Sincerely,

The Berkeley City Council

The Honorable Assemblymember Buffy Wicks
Capitol Office, 1021 O Street, Suite 4240
P.O. Box 942849, Sacramento, CA 94249-0015

RE: AB 2557 (Bonta) Peace Officers Records

Dear Assemblymember Wicks,

The Berkeley City Council conveys its support for AB 2557 (Bonta). AB 2557 amends California Penal Code Section 832.7 to specify that records and information obtained from records of civilian law enforcement oversight agencies are subject to the disclosure requirements of the Public Records Act (Government Code Section 6250 et seq.) and not considered confidential pursuant to Penal Code Section 832.7.

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For these reasons, Berkeley City Council supports AB 2557.

Sincerely,

The Berkeley City Council

The Honorable Assemblymember Mia Bonta
Capitol Office, 1021 O Street, Suite 5620
P.O. Box 942849, Sacramento, CA 94249-0018

RE: AB 2557 (Bonta) Peace Officers Records

Dear Assemblymember Bonta,

The Berkeley City Council conveys its support for AB 2557 (Bonta). AB 2557 amends California Penal Code Section 832.7 to specify that records and information obtained from records of civilian law enforcement oversight agencies are subject to the disclosure requirements of the Public Records Act (Government Code Section 6250 et seq.) and not considered confidential pursuant to Penal Code Section 832.7.

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For these reasons, Berkeley City Council supports AB 2557.

Sincerely,

The Berkeley City Council

ASSEMBLY BILL

No. 2557

Introduced by Assembly Member Mia Bonta

February 17, 2022

An act to amend Section 832.7 of the Penal Code, relating to peace officers.

LEGISLATIVE COUNSEL'S DIGEST

AB 2557, as introduced, Mia Bonta. Peace officers: records.

Existing law, the California Public Records Act, requires a state or local public agency to make public records available for public inspection and to make copies available upon request and payment of a fee, unless the records are exempt from disclosure. Existing law makes peace officer and custodial officer personnel records and specified records maintained by any state or local agency, or information obtained from these records, confidential and prohibits these records from being disclosed in any criminal or civil proceeding except by discovery.

This bill would make records and information obtained from records maintained by an agency or body established by a city, county, city and county, local government entity, state agency, or state department for the purpose of civilian oversight of peace officers subject to disclosure pursuant to the California Public Records Act. The bill would require those records to be redacted only as specified. By increasing duties on local entities, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state,

AB 2557

— 2 —

reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares that public
2 access to information concerning civilian complaints regarding
3 peace officers, including the records of proceedings of civilian law
4 enforcement review agencies, is crucial to safe and effective law
5 enforcement in the state. It is the intent of the Legislature, in
6 enacting this act, to abrogate the decision in *Copley Press, Inc. v.*
7 *Superior Court* (2006) 39 Cal.4th 1272, to restore public access to
8 peace officer records, and to restore public access to meetings and
9 hearings that were open to the public prior to the *Copley Press*
10 decision.

11 SEC. 2. Section 832.7 of the Penal Code is amended to read:

12 832.7. (a) Except as provided in subdivision (b), the personnel
13 records of peace officers and custodial officers and records
14 maintained by a state or local agency pursuant to Section 832.5,
15 or information obtained from these records, are confidential and
16 shall not be disclosed in any criminal or civil proceeding except
17 by discovery pursuant to Sections 1043 and 1046 of the Evidence
18 Code. This section does not apply to investigations or proceedings
19 concerning the conduct of peace officers or custodial officers, or
20 an agency or department that employs those officers, conducted
21 by a grand jury, a district attorney's office, or the Attorney
22 General's office, or the Commission on Peace Officer Standards
23 and Training.

24 (b) (1) Notwithstanding subdivision (a), subdivision (f) of
25 Section 6254 of the Government Code, or any other law, the
26 following peace officer or custodial officer personnel records and
27 records maintained by a state or local agency shall not be
28 confidential and shall be made available for public inspection
29 pursuant to the California Public Records Act (Chapter 3.5
30 (commencing with Section 6250) of Division 7 of Title 1 of the
31 Government Code):

32 (A) A record relating to the report, investigation, or findings of
33 any of the following:

1 (i) An incident involving the discharge of a firearm at a person
2 by a peace officer or custodial officer.

3 (ii) An incident involving the use of force against a person by
4 a peace officer or custodial officer that resulted in death or in great
5 bodily injury.

6 (iii) A sustained finding involving a complaint that alleges
7 unreasonable or excessive force.

8 (iv) A sustained finding that an officer failed to intervene against
9 another officer using force that is clearly unreasonable or excessive.

10 (B) (i) Any record relating to an incident in which a sustained
11 finding was made by any law enforcement agency or oversight
12 agency that a peace officer or custodial officer engaged in sexual
13 assault involving a member of the public.

14 (ii) As used in this subparagraph, “sexual assault” means the
15 commission or attempted initiation of a sexual act with a member
16 of the public by means of force, threat, coercion, extortion, offer
17 of leniency or other official favor, or under the color of authority.
18 For purposes of this subparagraph, the propositioning for or
19 commission of any sexual act while on duty is considered a sexual
20 assault.

21 (iii) As used in this subparagraph, “member of the public” means
22 any person not employed by the officer’s employing agency and
23 includes any participant in a cadet, explorer, or other youth program
24 affiliated with the agency.

25 (C) Any record relating to an incident in which a sustained
26 finding was made by any law enforcement agency or oversight
27 agency involving dishonesty by a peace officer or custodial officer
28 directly relating to the reporting, investigation, or prosecution of
29 a crime, or directly relating to the reporting of, or investigation of
30 misconduct by, another peace officer or custodial officer, including,
31 but not limited to, false statements, filing false reports, destruction,
32 falsifying, or concealing of evidence, or perjury.

33 (D) Any record relating to an incident in which a sustained
34 finding was made by any law enforcement agency or oversight
35 agency that a peace officer or custodial officer engaged in conduct
36 including, but not limited to, verbal statements, writings, online
37 posts, recordings, and gestures, involving prejudice or
38 discrimination against a person on the basis of race, religious creed,
39 color, national origin, ancestry, physical disability, mental
40 disability, medical condition, genetic information, marital status,

1 sex, gender, gender identity, gender expression, age, sexual
2 orientation, or military and veteran status.

3 (E) Any record relating to an incident in which a sustained
4 finding was made by any law enforcement agency or oversight
5 agency that the peace officer made an unlawful arrest or conducted
6 an unlawful search.

7 (2) Records that are subject to disclosure under clause (iii) or
8 (iv) of subparagraph (A) of paragraph (1), or under subparagraph
9 (D) or (E) of paragraph (1), relating to an incident that occurred
10 before January 1, 2022, shall not be subject to the time limitations
11 in paragraph (8) until January 1, 2023.

12 (3) Records that shall be released pursuant to this subdivision
13 include all investigative reports; photographic, audio, and video
14 evidence; transcripts or recordings of interviews; autopsy reports;
15 all materials compiled and presented for review to the district
16 attorney or to any person or body charged with determining
17 whether to file criminal charges against an officer in connection
18 with an incident, or whether the officer's action was consistent
19 with law and agency policy for purposes of discipline or
20 administrative action, or what discipline to impose or corrective
21 action to take; documents setting forth findings or recommended
22 findings; and copies of disciplinary records relating to the incident,
23 including any letters of intent to impose discipline, any documents
24 reflecting modifications of discipline due to the Skelly or grievance
25 process, and letters indicating final imposition of discipline or
26 other documentation reflecting implementation of corrective action.
27 Records that shall be released pursuant to this subdivision also
28 include records relating to an incident specified in paragraph (1)
29 in which the peace officer or custodial officer resigned before the
30 law enforcement agency or oversight agency concluded its
31 investigation into the alleged incident.

32 (4) A record from a separate and prior investigation or
33 assessment of a separate incident shall not be released unless it is
34 independently subject to disclosure pursuant to this subdivision.

35 (5) If an investigation or incident involves multiple officers,
36 information about allegations of misconduct by, or the analysis or
37 disposition of an investigation of, an officer shall not be released
38 pursuant to subparagraph (B), (C), (D), or (E) of paragraph (1),
39 unless it relates to a sustained finding regarding that officer that
40 is itself subject to disclosure pursuant to this section. However,

1 factual information about that action of an officer during an
2 incident, or the statements of an officer about an incident, shall be
3 released if they are relevant to a finding against another officer
4 that is subject to release pursuant to subparagraph (B), (C), (D),
5 or (E) of paragraph (1).

6 (6) An agency shall redact a record disclosed pursuant to this
7 section only for any of the following purposes:

8 (A) To remove personal data or information, such as a home
9 address, telephone number, or identities of family members, other
10 than the names and work-related information of peace and custodial
11 officers.

12 (B) To preserve the anonymity of whistleblowers, complainants,
13 victims, and witnesses.

14 (C) To protect confidential medical, financial, or other
15 information of which disclosure is specifically prohibited by federal
16 law or would cause an unwarranted invasion of personal privacy
17 that clearly outweighs the strong public interest in records about
18 possible misconduct and use of force by peace officers and
19 custodial officers.

20 (D) Where there is a specific, articulable, and particularized
21 reason to believe that disclosure of the record would pose a
22 significant danger to the physical safety of the peace officer,
23 custodial officer, or another person.

24 (7) Notwithstanding paragraph (6), an agency may redact a
25 record disclosed pursuant to this section, including personal
26 identifying information, where, on the facts of the particular case,
27 the public interest served by not disclosing the information clearly
28 outweighs the public interest served by disclosure of the
29 information.

30 (8) An agency may withhold a record of an incident described
31 in paragraph (1) that is the subject of an active criminal or
32 administrative investigation, in accordance with any of the
33 following:

34 (A) (i) During an active criminal investigation, disclosure may
35 be delayed for up to 60 days from the date the misconduct or use
36 of force occurred or until the district attorney determines whether
37 to file criminal charges related to the misconduct or use of force,
38 whichever occurs sooner. If an agency delays disclosure pursuant
39 to this clause, the agency shall provide, in writing, the specific
40 basis for the agency's determination that the interest in delaying

1 disclosure clearly outweighs the public interest in disclosure. This
2 writing shall include the estimated date for disclosure of the
3 withheld information.

4 (ii) After 60 days from the misconduct or use of force, the
5 agency may continue to delay the disclosure of records or
6 information if the disclosure could reasonably be expected to
7 interfere with a criminal enforcement proceeding against an officer
8 who engaged in misconduct or used the force. If an agency delays
9 disclosure pursuant to this clause, the agency shall, at 180-day
10 intervals as necessary, provide, in writing, the specific basis for
11 the agency's determination that disclosure could reasonably be
12 expected to interfere with a criminal enforcement proceeding. The
13 writing shall include the estimated date for the disclosure of the
14 withheld information. Information withheld by the agency shall
15 be disclosed when the specific basis for withholding is resolved,
16 when the investigation or proceeding is no longer active, or by no
17 later than 18 months after the date of the incident, whichever occurs
18 sooner.

19 (iii) After 60 days from the misconduct or use of force, the
20 agency may continue to delay the disclosure of records or
21 information if the disclosure could reasonably be expected to
22 interfere with a criminal enforcement proceeding against someone
23 other than the officer who engaged in misconduct or used the force.
24 If an agency delays disclosure under this clause, the agency shall,
25 at 180-day intervals, provide, in writing, the specific basis why
26 disclosure could reasonably be expected to interfere with a criminal
27 enforcement proceeding, and shall provide an estimated date for
28 the disclosure of the withheld information. Information withheld
29 by the agency shall be disclosed when the specific basis for
30 withholding is resolved, when the investigation or proceeding is
31 no longer active, or by no later than 18 months after the date of
32 the incident, whichever occurs sooner, unless extraordinary
33 circumstances warrant continued delay due to the ongoing criminal
34 investigation or proceeding. In that case, the agency must show
35 by clear and convincing evidence that the interest in preventing
36 prejudice to the active and ongoing criminal investigation or
37 proceeding outweighs the public interest in prompt disclosure of
38 records about misconduct or use of force by peace officers and
39 custodial officers. The agency shall release all information subject

1 to disclosure that does not cause substantial prejudice, including
2 any documents that have otherwise become available.

3 (iv) In an action to compel disclosure brought pursuant to
4 Section 6258 of the Government Code, an agency may justify
5 delay by filing an application to seal the basis for withholding, in
6 accordance with Rule 2.550 of the California Rules of Court, or
7 any successor rule, if disclosure of the written basis itself would
8 impact a privilege or compromise a pending investigation.

9 (B) If criminal charges are filed related to the incident in which
10 misconduct occurred or force was used, the agency may delay the
11 disclosure of records or information until a verdict on those charges
12 is returned at trial or, if a plea of guilty or no contest is entered,
13 the time to withdraw the plea pursuant to Section 1018.

14 (C) During an administrative investigation into an incident
15 described in of paragraph (1), the agency may delay the disclosure
16 of records or information until the investigating agency determines
17 whether misconduct or the use of force violated a law or agency
18 policy, but no longer than 180 days after the date of the employing
19 agency's discovery of the misconduct or use of force, or allegation
20 of misconduct or use of force, by a person authorized to initiate
21 an investigation.

22 (9) A record of a complaint, or the investigations, findings, or
23 dispositions of that complaint, shall not be released pursuant to
24 this section if the complaint is frivolous, as defined in Section
25 128.5 of the Code of Civil Procedure, or if the complaint is
26 unfounded.

27 (10) The cost of copies of records subject to disclosure pursuant
28 to this subdivision that are made available upon the payment of
29 fees covering direct costs of duplication pursuant to subdivision
30 (b) of Section 6253 of the Government Code shall not include the
31 costs of searching for, editing, or redacting the records.

32 (11) Except to the extent temporary withholding for a longer
33 period is permitted pursuant to paragraph (8), records subject to
34 disclosure under this subdivision shall be provided at the earliest
35 possible time and no later than 45 days from the date of a request
36 for their disclosure.

37 (12) (A) For purposes of releasing records pursuant to this
38 subdivision, the lawyer-client privilege does not prohibit the
39 disclosure of either of the following:

1 (i) Factual information provided by the public entity to its
2 attorney or factual information discovered in any investigation
3 conducted by, or on behalf of, the public entity's attorney.

4 (ii) Billing records related to the work done by the attorney so
5 long as the records do not relate to active and ongoing litigation
6 and do not disclose information for the purpose of legal
7 consultation between the public entity and its attorney.

8 (B) This paragraph does not prohibit the public entity from
9 asserting that a record or information within the record is exempted
10 or prohibited from disclosure pursuant to any other federal or state
11 law.

12 (c) Notwithstanding subdivisions (a) and (b), a department or
13 agency shall release to the complaining party a copy of the
14 complaining party's own statements at the time the complaint is
15 filed.

16 (d) Notwithstanding subdivisions (a) and (b), a department or
17 agency that employs peace or custodial officers may disseminate
18 data regarding the number, type, or disposition of complaints
19 (sustained, not sustained, exonerated, or unfounded) made against
20 its officers if that information is in a form that does not identify
21 the individuals involved.

22 (e) Notwithstanding subdivisions (a) and (b), a department or
23 agency that employs peace or custodial officers may release factual
24 information concerning a disciplinary investigation if the officer
25 who is the subject of the disciplinary investigation, or the officer's
26 agent or representative, publicly makes a statement that they know
27 to be false concerning the investigation or the imposition of
28 disciplinary action. Information may not be disclosed by the peace
29 or custodial officer's employer unless the false statement was
30 published by an established medium of communication, such as
31 television, radio, or a newspaper. Disclosure of factual information
32 by the employing agency pursuant to this subdivision is limited
33 to facts contained in the officer's personnel file concerning the
34 disciplinary investigation or imposition of disciplinary action that
35 specifically refute the false statements made public by the peace
36 or custodial officer or their agent or representative.

37 (f) (1) The department or agency shall provide written
38 notification to the complaining party of the disposition of the
39 complaint within 30 days of the disposition.

1 (2) The notification described in this subdivision is not
2 conclusive or binding or admissible as evidence in any separate
3 or subsequent action or proceeding brought before an arbitrator,
4 court, or judge of this state or the United States.

5 (g) *Notwithstanding subdivision (a), subdivision (f) of Section*
6 *6254 of the Government Code, or any other law, or the holding in*
7 *Copley Press, Inc. v. Superior Court (2006) 39 Cal.4th 1272,*
8 *records and information obtained from records maintained by an*
9 *agency or body established by a city, county, city and county, local*
10 *government entity, state agency, or state department for the*
11 *purpose of civilian oversight of peace officers shall not be*
12 *confidential and shall be made available for public inspection*
13 *pursuant to the California Public Records Act (Chapter 3.5*
14 *(commencing with Section 6250) of Division 7 of Title 1 of the*
15 *Government Code). A record disclosed pursuant to this paragraph*
16 *shall be redacted only to remove personal data or information*
17 *such as a home address, telephone number, or identities of family*
18 *members, other than the names and work-related information of*
19 *peace and custodial officers, to preserve the anonymity of*
20 *complainants and witnesses, or to protect confidential medical,*
21 *financial, or other information in which disclosure would cause*
22 *an unwarranted invasion of personal privacy that clearly outweighs*
23 *the strong public interest in records about misconduct by peace*
24 *officers and custodial officers, or where there is a specific,*
25 *particularized reason to believe that disclosure of the record would*
26 *pose a significant danger to the physical safety of the peace officer,*
27 *custodial officer, or others.*

28 ~~(g)~~

29 (h) This section does not affect the discovery or disclosure of
30 information contained in a peace or custodial officer’s personnel
31 file pursuant to Section 1043 of the Evidence Code.

32 ~~(h)~~

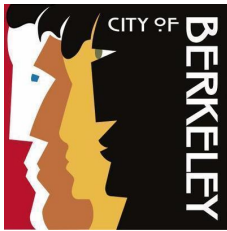
33 (i) This section does not supersede or affect the criminal
34 discovery process outlined in Chapter 10 (commencing with
35 Section 1054) of Title 6 of Part 2, or the admissibility of personnel
36 records pursuant to subdivision (a), which codifies the court
37 decision in *Pitchess v. Superior Court (1974) 11 Cal.3d 531.*

38 ~~(i)~~

1 (j) Nothing in this chapter is intended to limit the public's right
2 of access as provided for in Long Beach Police Officers
3 Association v. City of Long Beach (2014) 59 Cal.4th 59.

4 SEC. 3. If the Commission on State Mandates determines that
5 this act contains costs mandated by the state, reimbursement to
6 local agencies and school districts for those costs shall be made
7 pursuant to Part 7 (commencing with Section 17500) of Division
8 4 of Title 2 of the Government Code.

O



Councilmember Sophie Hahn
City of Berkeley, District 5

CONSENT CALENDAR

April 26, 2022

To: Honorable Members of the City Council
From: Councilmember Sophie Hahn (Author), Mayor Jesse Arreguín, Councilmembers Terry Taplin and Kate Harrison (Co-Sponsors)
Subject: Budget Referral for Accessibility Renovations for Luna Dance Institute

RECOMMENDATION

Refer a grant of \$150,000 for the benefit of Luna Dance Institute to the FY2023-2024 budget process to support the renovation of 931 Ashby Avenue and create a fully accessible, permanent dance education center for children, families, artists, teachers and the public. Funds will be directed to accessibility upgrades allowing the new Luna center to become Berkeley's first and only 100% ADA accessible studio, rehearsal, performance, and teaching space.

CURRENT SITUATION AND ITS EFFECTS

Luna Kids Dance, Inc. dba Luna Dance Institute is a California 501(c)(3) Not for Profit Corporation, established in 1992, that has moved nine times due to the volatile Bay Area real estate market. Luna's most recent move from its West Berkeley facility at 605 Addison Street was precipitated by the COVID-19 pandemic and propelled by an unforgiving landlord. Luna is currently offering Professional Learning services and MPACT (Moving Parents & Children Together) classes virtually, school-based dance programs onsite, and its studio programs are temporarily paused. The organization has an office at the David Brower Center while completing the purchase and renovations at 931 Ashby Avenue.

For the past decade, Luna has been searching for a permanent Berkeley home for the organization, to expand their mission with the local, national, and international communities Luna serves. Committed to staying in Berkeley, Luna has attempted to identify, purchase, and finance a number of spaces without success - until now. The 931 Ashby property is well-suited for the organization's comprehensive services. This site is inviting for families, artists, and teachers accessible to public transit, and is a block away from local eateries and Berkeley Bowl West.

Luna has been committed to dance access for all people since its inception. They have designed and implemented programs in schools for children in special education and inclusion programs; consulted for AXIS Dance Company, whose mission is to challenge perception of dance and disability; hosted Dance & Disability panel presentations; and as a nationally recognized expert in dance and special education, Kennedy Center VSA has awarded Luna

multiple contracts to support youth with special needs, and invited them to present at national conferences and webinars focused on Universal Design for Learning.

Luna program participants reside and work in neighborhoods that are inclusive of multiple ethnicities and languages, immigrants, disabled people, people of color, LGBTQIA+, formerly incarcerated, and the unhoused. Many of the artists and educators in Luna's community teach in the public education and child welfare systems.



Planned permanent home of Luna at 931 Ashby Avenue Berkeley (Potter St. View)

Luna began a more active facility search and capital campaign in 2018. Generous individual donors and foundations invested seed money for a \$910K down payment on the \$2.41M building. Foundation support of \$460K received for the purchase of 931 Ashby include contributions from the William and Flora Hewlett Foundation, Banks Family Foundation, Louis L. Borick Foundation, and the Bernard E. & Alba Witkin Charitable Foundation. In addition, \$450,000 has been contributed from individual donors, including several Berkeley residents. Community Bank of the Bay is lending an additional \$1.5M in financing to purchase the property.

Because buildings that are appropriate in size, location, and price are rare in Berkeley, Luna is acting now to purchase 931 Ashby with the financing already in hand. Achieving the purchase with the support of these many charitable partners has been a long and demanding process, and Luna's success in securing funds for the purchase is testimony to the organization's fiscal responsibility and local and national stature.

Luna now must raise an additional \$1.5M to renovate the property for full ADA accessibility. The entire facility will be made accessible by installing an elevator, ramps for mobility access to two dance floors, and ensuring accessibility to all bathrooms. It is in support of these accessibility renovations that Luna seeks funds from the City of Berkeley.

BACKGROUND

Luna Dance Institute is a Berkeley-based organization with local, national and international renown. Luna received an Isadora Duncan Dance award from the regional SFBA dance community for its excellence in service of youth education, its MPACT program was recognized by the National Arts and Humanities Youth Program Award as one of 50 arts organizations with exemplary youth program, and research into MPACT was supported with an Alameda County Behavioral Health Services innovation award and published in the *International Journal for Education and the Arts*. Luna's founder and Berkeley resident Patricia Reedy received a Community Excellence Award from the Red Oak Opportunity Fund.

The mission of Luna is to bring creativity, equity, and community to every child through the art of dance. To achieve its mission, Luna's local programs and services for children, families, and artists include creative dance, family dance, and choreography classes; rehearsal and performance opportunities for regional dancers and choreographers; gathering space to investigate issues of equity and creativity vital to our community and field; and partnerships with education and social service agencies seeking to bring the benefits of dance to their communities.

Partnerships have included Berkeley Head Start and Lifelong Medical Services' residential treatment center Project Pride where mothers and children dance together through Luna's nationally recognized MPACT program. In addition to being a community center for children, families, and artists, Luna's Professional Learning (PL) programs provide professional development to regional artists, teachers, and social workers, as well as attracting dance educators from across the state, nation, and from other countries who come to Luna to study and learn from their innovative dance education programs.



Luna's impact is exponential. Typically, 300 or more dance educators attend Luna's Professional Learning activities every year, *bringing dance education to more than 50,000*

children each and every year, meaning over a half million students are served by Luna-trained and Luna-inspired teachers over the course of a decade.

In addition to workshops, in-depth learning institutes, coaching and mentorship, curricula, and practitioner exchanges, Luna offers internships, fellowships, inquiry panels, and podcasts that lift up the expertise of local education and dance experts. Current fellows are investigating dance in relationship to disability awareness and special education, family dance and embodied parent education, and the pedagogy of culturally specific dance forms.

Equity has been at Luna's core since its founding in 1992 with Luna faculty instigating or leading race and equity initiatives in local, state, and national organizations, as well as assuring continuous training and study groups for staff. To fulfill the organization's mission of creativity, equity, and community for all children through the art of dance, Luna must return to pre-COVID levels of service delivery and realize its vision to expand service in an accessible location that cannot be taken away.

As Berkeley families emerge from the pandemic, they are calling on Luna – asking when they can return to dance again. Learning and working on Zoom for two years underscored the deep human need to move one's body in community. During the pandemic, teachers came to Luna for support in unprecedented numbers. Luna has a finger on the pulse of what teachers need now to stay engaged in their careers and revitalize their pedagogy and purpose.

Educators come to Luna because they believe teaching is a social justice act--they need a place where they can dance and embody the ideas they will use in their classrooms. Dance teaching artists, who are also dance-makers, need a place to study, rehearse, teach, and research their practice. Bay Area choreographers, new dance education leaders, and small dance companies need a home base.

All children need a dance space where they can explore their truest nature, and create and express their dance ideas freely. Parents need a comfortable space where they can strengthen the bond they have with their children through play-based classes in a safe environment. Berkeley's public needs a place to engage with the art of dance in a non-elitist way. All of Luna's constituents need a place to belong.

Luna's permanent home will be this place — a community asset that is accessible and inclusive to all who practice dance as an act of liberation and freedom. For 30 years in nine different rental facilities, Luna has created a reputation for inclusivity, creativity, and belonging. The boundaries of who can dance, what dance is, and where dance lives have expanded. While keeping these values at the core, Luna seeks to expand programs through public engagement, research, and work/career development because there will be ample space for constituents to delve into their own interests and interact with others to create new possibilities for dance.

Luna's Mission:

Luna believes that everyone has the right to dance. In serving children and families, and artists and educators who reflect the diversity of the children and families they teach, Luna is

committed to equity which requires accessibility. Program participants reside and work in neighborhoods that are inclusive of multiple ethnicities and languages, immigrants, disabled people, people of color, LGBTQIA+, formerly incarcerated, and the unhoused.

Many of the artists and educators in Luna's community teach in the public education and child welfare systems. They live at marginal levels where they can barely afford to live in the San Francisco Bay Area. These teachers often represent their students ethnically, with 90% of non-European descent. Their students attend Title I schools and are predominantly of Latinx, African-American, and Southeast Asian heritage. Local constituents using Luna's services come from Alameda, Contra Costa, San Francisco, Solano, Santa Clara, and Marin Counties, favorably impacting the local economy.

Luna Dance Institute's arts education programs for children, families, artists and teachers have been recognized twice by the City of Berkeley Council—most recently at their 25th anniversary festivities where they were presented by proclamations from the City and the State of California. Luna is embedded in the arts education ecosystem of the San Francisco Bay Area, providing professional resources for artists and teachers through past and current partnerships with BUSD, Berkeley Head Start, Bahia Preschool, University of California's student-led Dance the Bay, AXIS Dance Company, OUSD, and San Francisco Ballet Dance In Schools & Communities outreach program. Luna is an active member of Berkeley Cultural Trust (BCT) and their staff reinstated the Berkeley Arts Education Steering Committee in 2017 and chaired BCT's Equity & Inclusion Committee when it first began.

Regionally, statewide, and nationally, Luna is recognized as a thought-leader in the dance education sector. All of the Berkeley Unified School District dance teachers have received Luna's PL services and continue relationships as leaders in the arts' community. Luna was instrumental in working with the California Dance Education Association, CREATE CA, and Senator Ben Allen to reinstate the dance and theater teaching credentials for public instruction and was the sole non-profit arts organization on the California Department of Education's recent revision committees for the Visual and Performing Arts standards and framework for public instruction.

Luna's directors, Nancy Ng, Patricia Reedy, and John-Mario Sevilla are on the editorial board of the National Dance Education Organization's (NDEO) *Dance Education in Practice* journal, and Ng and Sevilla also serve on NDEO's Justice Equity Diversity and Inclusion initiative. Ng serves as a board trustee for the National Guild for Community Arts Education and is co-chair of their racial equity committee.

Luna was a key contributor and stakeholder in creating the City's arts and culture plan adopted by the Berkeley City Council in 2018.

The updated Arts and Culture Plan cites a Vision where:

- The City of Berkeley is a place where the arts are fully integrated into civic life and community identity.

- Our public spaces inspire, promote dialogue and serve to engage all who live and work in Berkeley, and all who visit our city.
- The city provides a supportive environment for artists and arts organizations to prosper and thrive. The arts are inclusive and empowering and serve to strengthen collaboration within our community
- Quality arts education for all ages inspires creativity, builds community and facilitates cross-cultural understanding.
- The economic contributions of local artists and arts organizations are valued, prioritized and supported.
- Berkeley is known regionally, nationally and internationally as a place where anyone can experience the transformative power of the arts in a variety of settings and locations.

The Opportunity of a Permanent, Fully Accessible Home in Berkeley:



Luna's purchase and renovation of 931 Ashby Avenue completely embodies the City's Arts and Cultural Plan vision. In Ng's role as BAESC chair she worked with the Civic Arts Commission to create Goal 3 of the Arts and Culture Plan to "expand high quality and equitable arts education."¹ Luna's 20 Points of View open studio showing, public Equity and Inclusion panels, and Dance Education forums have welcomed the city of Berkeley into meaningful dialogue about where and how dance manifests social justice, arts, and change. With more than 9000

¹ [City of Berkeley Arts and Culture Plan, 2018-2027 Update, Page 32](#)

square feet of programming space, they will expand opportunities to fully participate in Berkeley's arts ecosystem.

Luna's light-filled accessible multi-level community dance center will be a home for children, families, artists and educators. Community members will enter on the ground floor (on Potter St.) which will accommodate an open reception area with offices, parent area, lounge space for artists, and a restroom. Ground floor offices will include partially subsidized work spaces for artists and arts organizations. Two dance studios (one with capacity for audience seating) restrooms, dance education library, conference room, and additional offices will be housed on the 2nd floor, and 3rd-level mezzanine. All spaces and entry ways will be fully ADA accessible through ramps to the sprung wood floors, an elevator, and accessible doorways. The dedicated spaces for teaching and sharing will include technology for in person and virtual learning.

As a 30-year-old organization, Luna's current Co-Executive Directors, Ng and Reedy have been tenacious in their commitment to manifesting equity in dance education. Realizing their vision has been burdened and delayed by repeated relocations. Thus, they are adamant that the next generation of Luna's leadership not be saddled with the same obstacles while also intent on creating a dance home for other dance artists and companies in the East Bay. Building renovations will include office space for peer dance artists/organizations that Luna hopes to be able to partially subsidize. This forward-thinking strategy for organizational health and stability ties directly into Luna's Diversity, Equity, and Inclusion goals by leaving a legacy of a permanent dance education home for the community.



Grants like this to support nonprofit arts organizations have precedent in Berkeley. In 2015 the City Council voted to allocate similarly sized grants to Kala Art Institute and the UC Theater, and in 2019 to the Capoeira Arts Foundation (CAF). KALA and UC Theater organizations needed support from the City to upgrade their facilities that would make their operations viable and

sustainable for the long run, and CAF sought support to purchase the building they were leasing.²

FISCAL IMPACTS OF RECOMMENDATION

The purchase of 931 Ashby is imminent and funds for accessibility renovations are needed as quickly as possible. Escrow is expected to close on the property March 31, 2022. Luna Dance Institute needs to have renovation funds secured to begin work this summer. A grant of \$150,000 is sought from sources to be identified by the Budget and Finance Committee and City Manager, to be disbursed to the organization early in FY2023.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE CHANGE

Developing a permanent, fully accessible dance and arts facility adjacent to several bus lines with frequent service that link directly to the Ashby Bart station will encourage the use of public transit. Keeping Luna within the core of the Bay Area means users from throughout Berkeley and the region can access important arts and dance programming without use of private vehicles.

CONTACT PERSON

Councilmember Sophie Hahn, (510) 981-7150

Attachments:

- 1: Luna Leap Land Soar Capital Campaign Brochure
- 2: Support Letter from BCT colleague member

²[Allocation of Funds to UC Theatre and Kala Art Institute, 11-3-2015](#)

LUNA DANCE INSTITUTE



\$2.5 MILLION

**CAPITAL
CAMPAIGN**



EXECUTIVE SUMMARY

SECURE LUNA'S LAUNCHING PAD TO SOAR INTO THE FUTURE

Luna was founded in 1992 to serve as a home for dance teachers displaced by the Loma Prieta earthquake. Three decades later, Luna has grown from a local dance studio to a nationally-recognized, innovative teaching and learning center supporting 300+ artists and educators to bring the transformative power of dance to tens of thousands of children each and every year.

As the San Francisco Bay Area emerges from the devastation of COVID-19 on its arts ecosystems, Luna continues its commitment to serving community through the art of dance. Like many nimble arts and education organizations, Luna pivoted to online programming in March 2020. Because it was not practical nor financially prudent to maintain a lease when we could not meet our clients in person, we relinquished our dance studio and administrative offices in West Berkeley. This unplanned closure marked the ninth time in 30 years that our mission to bring dance to all children was disrupted because of the instability of the expensive and competitive Bay Area real estate rental market.

Luna turns 30 soon, and we enter our fourth decade with a focus on securing resources for the next generation of Luna leaders to grow our future. Controlling our own space is a pillar of our legacy strategy. To achieve this goal, we are accelerating our **LEAP LAND SOAR Capital Campaign** to raise a minimum of \$2.5 million toward purchasing a building and customizing it to stabilize our ongoing work as a local cultural asset and dance education trailblazer.

When Luna was founded, Bay Area dance teachers and artists joined together to create a place to create, perform, and connect. Their efforts were supported by many people and organizations. Now, we need those who believe in the arts as a life-giving force to help us create a permanent home for dance. Please consider a generous gift to propel our vision to **LEAP** to new heights, **LAND** in a new space of our own, and **SOAR** into the future, together.

A permanent home will be a game-changer for Luna's life-changing dance programs. Circumstances beyond our control forced us to leave our rented Berkeley studio in 2020. This was the 9th time in our 30-year history that we were forced to move. Now is the time to secure the launching pad—the position of financial stability—that is vital to Luna's future.

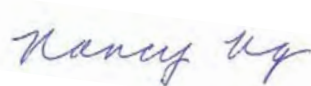
— DENISE OLDHAM
LUNA BOARD PRESIDENT

Patricia Reedy



Executive Director,
Creativity & Pedagogy

Nancy Ng



Executive Director,
Creativity & Policy



LUNA DANCE INSTITUTE

Bringing creativity, equity, and community to every child's life through the art of dance.



LUNA'S PLACE AS A LAUNCHING PAD FOR SOCIAL CHANGE

Dance educators and artists come together at Luna to shape and give voice to collectively emerging questions about the power of dance to create more healing, more inclusivity, and more freedom for children everywhere. New questions lead to new awareness, discovery, and possibility.

Luna's [Theory of Change](#) is guided by inquiry, an ongoing questioning of assumptions and investigation of possibilities. We are dedicated to defending and furthering children's freedom by challenging inequitable practices and policies in dance and education. All children are born into this world with an innate curiosity to discover, create, and connect through their moving body. Yet systemic educational and economic structures reinforce exclusivity, and limits access to dance experiences.

Our inquiry-driven organizational culture centers artists and teachers as powerful agents of change,

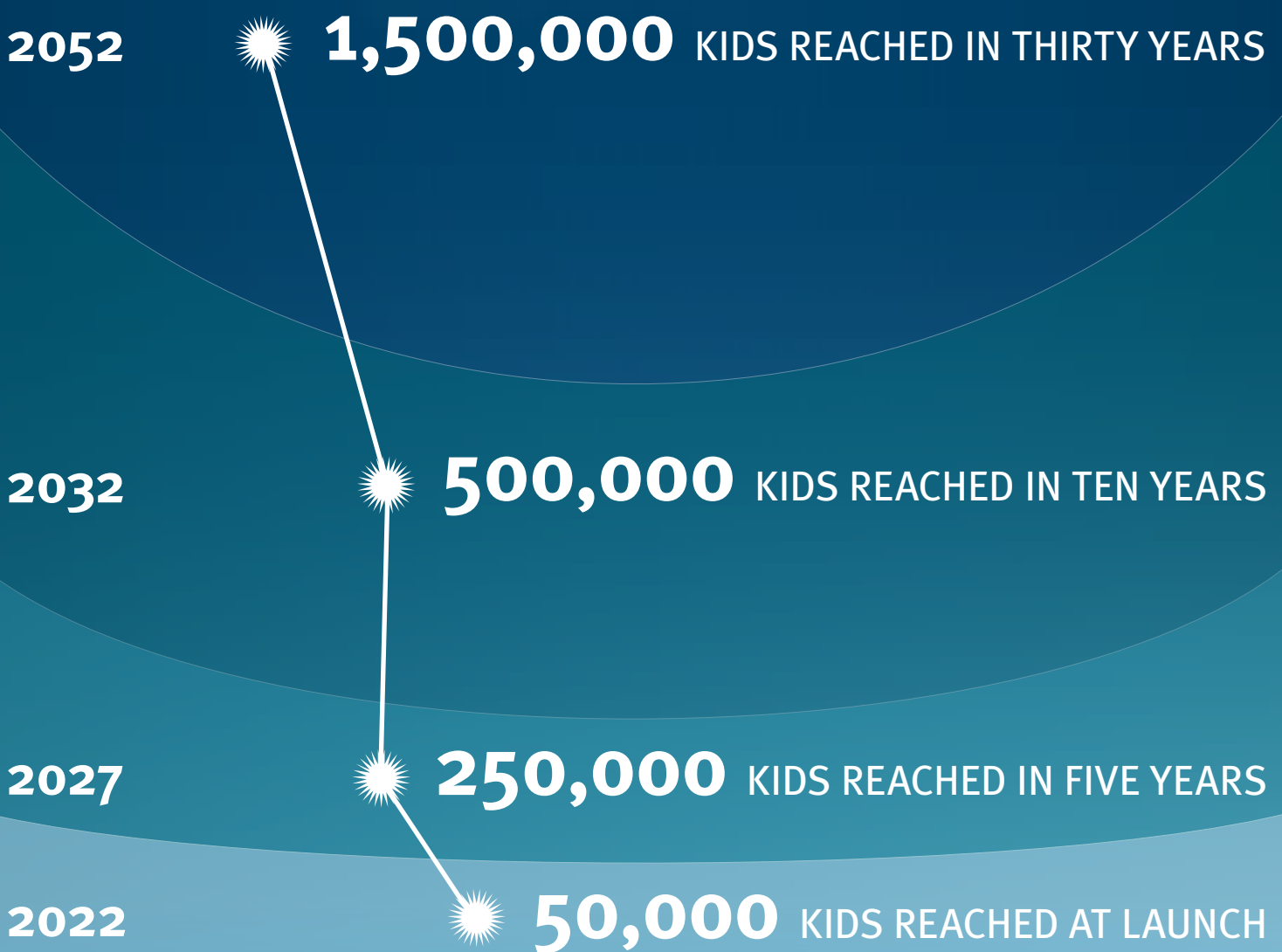
uniquely equipped to reveal what equity in dance looks like. These leaders create ripple effects of change that extend from our dance institute in Berkeley, California to their classrooms, studios, neighborhoods, and communities everywhere.

Throughout recorded history, the wondrous spirit of human creativity, including its expression through the arts, has preceded and shaped societal progress. We believe that gifting future generations of children the freedom to dance has the power to reveal a new era of human actualization and empathy-rooted interconnection.

Because to dance is to fly, and when we fly, we can soar. When we soar, we are free. A stable and sustainable space for Luna is essential to unleashing the full potential of dance to help children everywhere experience liberation.

LUNA'S REACH OUR VISION FOR THE NEXT THIRTY YEARS

EACH YEAR, LUNA DANCE INSTITUTE TEACHERS
REACH **50,000** KIDS



Artists and teachers at Luna bring dance to students in public schools, social service agencies, libraries, Head Start programs, and many other environments, making dance accessible to children who might be excluded because of socio-economic, language, or special education barriers. Since 1992, Luna has already reached 300,000+ kids.

LEAP LAND SOAR

Space for dance education

THE LEAP LAND SOAR CAPITAL CAMPAIGN WILL BUILD AN ENDURING HOME FOR DANCE EDUCATION

Dance is integral to a holistic education that supports children’s physical and cognitive development, health and well-being, and creative expression. With the reinstatement of the California dance teaching credential, after a 50-year demise of dance in schools, now is the time to restore access to high-quality dance education for all children. Luna has a unique and distinct role to fulfill to support dance educators.

— TOM DECAIGNY
EXECUTIVE DIRECTOR, CREATE CA
STATEWIDE ARTS EDUCATION ADVOCACY
AND POLICY ORGANIZATION

When children are dancing, they are home



LEAP . . . LIFTING DANCE UP



Over three decades, Luna Dance Institute has grown from a local dance studio to a nationally recognized dance education leader. Luna’s programs work together with equity and policy initiatives to expand dance education for children.

Luna’s Professional Learning department offers a creative haven for artists, teachers, and practitioners to investigate their practice, improve their teaching, and grow as leaders and change agents. They return to their communities

and schools as innovators, generating greater access to creative, high-quality dance education for all children. Luna’s community of teachers successfully advocated to reinstate California’s dance teaching credential through the 2017 Theatre and Dance Act (TADA!). Stabilizing Luna’s operating capacity with a permanent, dedicated space for dance teachers provides a foundation for collaboration as they collectively continue to advocate for dance at local, regional, and national levels.

Creating community through dance



LAND . . . CREATING A PERMANENT HOME

To thrive and grow, Luna Dance Institute must secure a permanent space to:

STRENGTHEN & STABILIZE PROGRAMS

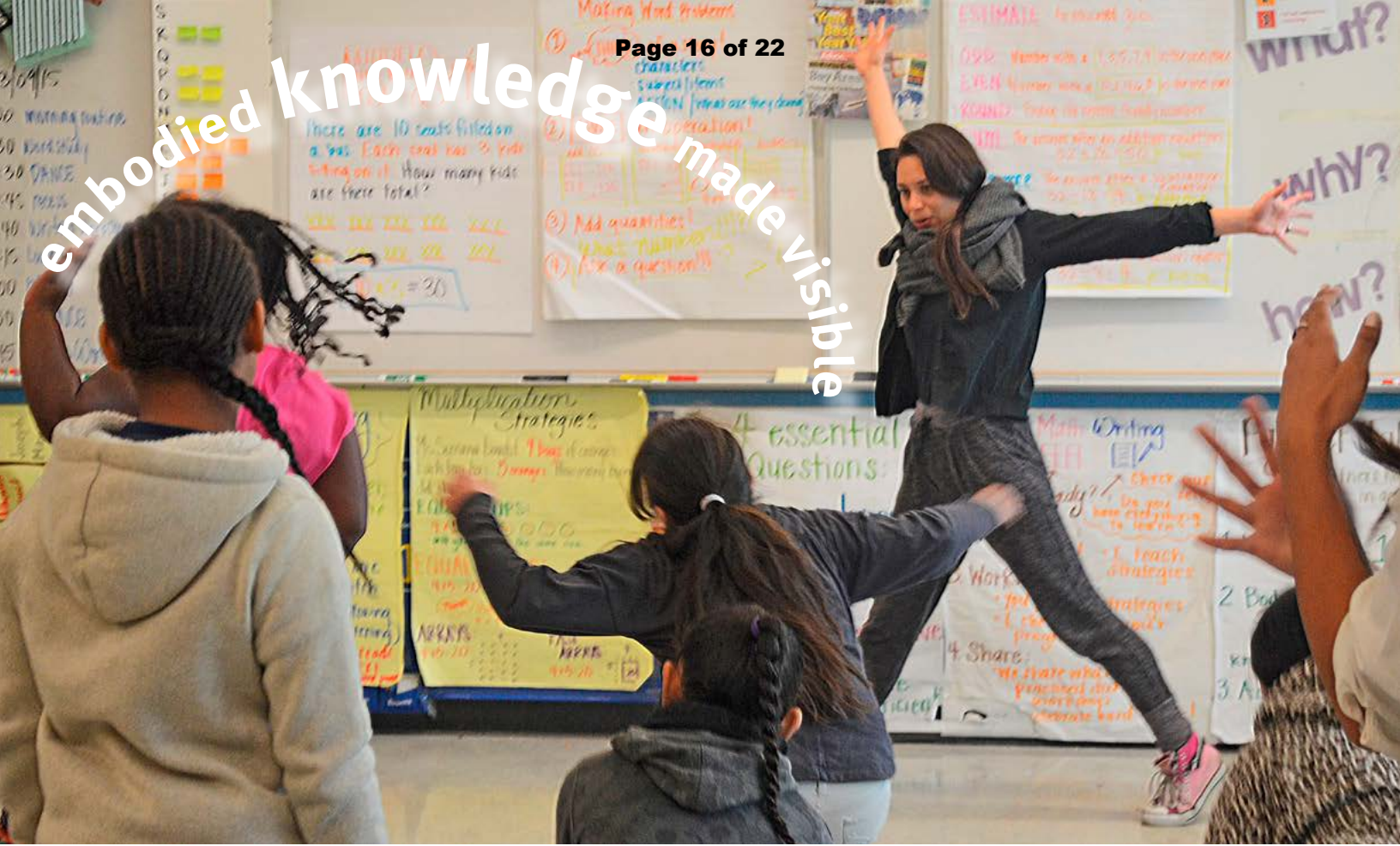
- Restart our temporarily-paused in-person programming
- Expand opportunities for teaching artists and educators to develop as leaders and researchers
- Raise the profile of dance by bringing children, families, artists, and teachers together to learn, dance, and grow in community



CREATE A NEW COMMUNITY ASSET

- Support Luna’s future leaders to continue its mission of access and equity in dance
- Embed Luna’s excellent creative programs and research in a region that prides itself as a leader in arts and culture
- Host collaborative ventures as part of the greater Berkeley arts ecosystem
- Increase the number of local studio spaces designed for dance-making, learning, and performing

embodied knowledge made visible



SOAR . . . LAUNCHING OUR FUTURE



In a permanent Berkeley location, Luna will SOAR into our next phase as an organization that is a vital cultural asset to the San Francisco Bay arts ecosystem. With a stable home, Luna will provide local services to diverse children, families, artists, and teachers as it continues to strategically participate in state and national arts education policy initiatives that affect our region

and ripple throughout California. Luna’s current and future leaders will explore new ideas and develop programs to meet the evolving needs in arts education. A successful LEAP LAND SOAR Capital Campaign propels us into the future—positioning us to lead excellence in dance education. Now is the time to take a giant leap forward and secure a long-term space for Luna Dance Institute.

TOGETHER CHANGING THE WORLD



Luna gives dance educators a home and community. In a profession where many dance educators are isolated, Luna gives them a place to connect and to grow.
— SUMMER INSTITUTE PARTICIPANT



Luna's Professional Learning and Community Programs work are intertwined – internships, seminars, and extended Institutes help Luna reach more children and families. The field research of Luna's community of artists and teachers show policymakers what is possible in dance education.



LUNA DANCE INSTITUTE'S EVOLVING PROGRAMS AND SERVICES

PROFESSIONAL LEARNING

California's only arts resource solely focused on supporting dance educators teaching youth ages 0-17. Educators maximize creativity in all dance curricula, establish collegial communities, research their practice through seminars, internships, and fellowships, and become change agents in the fields of dance and education. As they become confident leaders in their communities, they create a ripple effect that fulfills Luna's mission to bring all children to dance.

[Read More...](#)

I have known Luna since I was pregnant with my son Schuyler. First, as a teacher and dancer accessing their professional resources, then as the parent of a child and pre-teen taking classes at their studio, and also as a board volunteer. My son is 15 now, and Luna continues to be a shining resource for the community and all who believe in the power of dance to change lives.

— HEIDI SAWICKI
EAST BAY TEACHER AND PARENT

COMMUNITY PROGRAMS

School & Community Alliances Luna builds high-quality, standards-based dance programs as core educational experiences for all children through partnerships with schools and districts.

Moving Parents & Children Together (MPACT) family dance and embodied parent education classes support parents and children in the child welfare system who are in the process of reunification, including incarcerated women, women living in domestic violence or homeless shelters, women in residential treatment facilities, and immigrant families.

Studio Lab is the first and the only dance program on the west coast that focuses solely on building the dance-making skills of young choreographers, ages 5-17. Students discover the elements of dance — the body moving in space, energy, and time — as they create and perform their own choreography.

Early Childhood Education A cornerstone of Luna's work, children 0-5 dance through Studio Lab, MPACT, and partners that include California Head Start centers. We provide professional development to Early Childhood Education teachers using our unique Love, Move, Play framework.

[Read More...](#)

freedom in new and unpredictable ways



PROPOSED CAPITAL IMPROVEMENTS

We envision a light-filled accessible space where artists, educators, children, and families will create a community through dance. Dance is a live embodied art form to be experienced in-person. These vital features are needed for Luna’s permanent Berkeley home:

DEDICATED SPACES TO DANCE, LEARN & SHARE

- 2 Dance Studios
- Parent Area
- Library
- Research & Resource Centers
- Capacity for Audience Seating

FACILITY & OPERATION

- 7600 square feet with space to grow
- ADA-Compliant Access
- Efficient HVAC
- Technology for In-Person & Virtual Learning

ORGANIZATIONAL STABILITY & SELF SUFFICIENCY

- Shareable Community Asset
- Accumulation of Financial Equity
- Earned Income Potential

For nearly 30 years, through the power of community, Luna has reached tens of thousands of children, their teachers, and their families. A home base gives all of them a creative space of belonging to move out from and return to.

— PATRICIA REEDY
FOUNDER

LEAP LAND SOAR

HELP LAUNCH OUR FUTURE THROUGH YOUR INVESTMENT



After leaving our last studio as a result of the pandemic, we searched for a new space to resume our in-person work to bring dance to all children. In February 2022, we entered into contract on a space with all the potential described above. Your investment in the LEAP LAND SOAR Capital Campaign will turn this building into a permanent home for Luna Dance Institute.

Your support centers Luna within Berkeley's community of arts organizations and helps to continue innovative programs in dance pedagogy. Rising dance educator leaders will have the collegial space and the resources they need to serve hundreds of thousands of children.



WAYS TO SUPPORT

All contributions make a difference, and there are many ways to support LEAP LAND SOAR. Learn more about how you can help our capital campaign [here](#).

GET IN TOUCH

Nancy Ng, Co-Executive Director, welcomes the opportunity to meet with you and share our commitment to creativity, equity and community through the art of dance. To schedule a meeting, contact nng@lunadanceinstitute.org.



LUNA DANCE INSTITUTE

I supported Luna Dance Institute after seeing the power of embodied dance to bring parents and young children together in the MPACT program. I'm committed to helping Luna find a permanent home to expand its programs to bring the joy of dance and movement to all children.

— KAREN BANKS
BANKS FAMILY FOUNDATION
CAPITAL CAMPAIGN LEAD DONOR



I N S T I T U T E

March 14, 2022

Dear Mayor Arreguín and Berkeley City Council,

As the Founding Director of Kala Art Institute, serving and supporting artists in Berkeley and beyond since 1974, I submit this resounding endorsement for Luna Dance Institute's request for a grant of \$150,000 from the City of Berkeley to establish its permanent dance education center at 931 Ashby Avenue. Luna will infuse West Berkeley and the city of Berkeley arts scene and local economy of culture, technology, industry and retail, with generous dynamism and spirit.

Luna, like Kala, shares an important mission to serve the community through the transformative power of the arts. Luna provides paradigm-shifting dance education that bring creativity, equity and community to children, families and schools, and to professional artists and educators. Luna provides creative dance, family dance, and choreography classes; rehearsal and performance opportunities; resources to investigate issues of equity and creativity vital to the dance field; and partnerships with education and social service agencies bringing benefits of dance to stakeholders.

In addition to its focus on children and families, Luna provides professional learning for artists, teachers, and social workers, attracting and inspiring educators internationally with its innovative pedagogy. Luna internships, fellowships, inquiry panels, and podcasts build practice and advocacy for significant issues, like disability awareness and special education, embodied family and parent education, and teaching culturally diverse dance forms. Throughout its 30 years of its existence, Luna has been recognized as a thought-leader in arts education. Luna was a key contributor to the City's arts and culture plan, and an active member in Berkeley Cultural Trust –reinstating the Berkeley Arts Education Steering Committee, and co-chairing the Equity and Inclusion committee.

A permanent home for Luna would create a necessary asset for Berkeley, a safe space where *all* bodies would be welcome to join Luna's inclusive vision of community. There, children will be empowered to explore their truest nature, imagine, create, and express their ideas freely; families will be able to strengthen bonds through trust, empathy and joyful play; *any body* will be able to discover a love for dance, beauty and life-long learning. I urge you to support the building of Luna's new home, which I attest will be an important hub for community service and activation and an incubator for the stewardship of an equitable, sustainable, vibrant Berkeley.

Respectfully,

A handwritten signature in black ink, appearing to read "Arden Hartley".

Founding Director, Kala Art Institute



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GALLERY

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A Non-profit Organization



Sophie Hahn
District 5 Councilmember

To: Honorable Mayor and Members of the City Council

From: Councilmember Sophie Hahn (Author), Councilmember Susan Wengraf (Co-Sponsor), Councilmember Rigel Robinson (Co-Sponsor)

Subject: Budget Referral: Hopkins Corridor Bike, Pedestrian, and Placemaking Improvements

RECOMMENDATION

Refer \$300,000 to the FY 2023-2024 budget process, with \$150,000 in FY 2023 and \$150,000 in FY 2024, for bike, pedestrian, and streetscape improvements to be implemented in coordination with protected bike lanes, pedestrian safety features, and re-paving of the Hopkins Corridor.

CURRENT SITUATION

City staff and their on-call consultants are currently working on a study of the Hopkins Corridor area, in response to the [Hopkins Corridor Traffic and Placemaking study referral](#) unanimously passed by the City Council in 2017, and the 2017 Berkeley Bike Plan recommending Hopkins Street for a complete streets corridor and cycle track study.

[Plans for pedestrian and bike improvements, as well as a first phase of landscaping, seating, bollards, bike parking, and related amenities for the area are in the final stages of development.](#) Work related to these plans, including repaving, raising crosswalks, and pouring of new curbs, bulb-outs, islands, and other features, is scheduled to take place in 2023. The imminent build-out of these hardscape elements provides a unique opportunity to refresh and expand bike parking, benches, bollards, and trash receptacles, plant trees, install drought tolerant landscaping in medians and bulb-outs,

and provide other amenities for safety, utility, and community gathering – to accomplish the letter and spirit of the Hopkins Corridor referral.

While some funds already exist for these purposes, it is anticipated that additional funds will be needed to support installation of features across the corridor that harmonize with the existing neighborhood.

The purpose of this budget referral is to provide complimentary funding to allow for simultaneous implementation of streetscape improvements not otherwise funded, including but not limited to benches, bike racks, trash receptacles, street trees, drought tolerant landscaping, bollards, and protected pedestrian crossing features, and related community and placemaking elements.

BACKGROUND



The Hopkins Corridor, defined in a 2017 referral for the Hopkins Corridor Traffic and Placemaking Study, encompasses Hopkins from Gilman Street to Sutter Street, Sacramento Street from the southern approach of Rose Street to Hopkins Street, and the Monterey Avenue approach to Hopkins, plus all major and minor intersections. In addition, the City’s 2017 Bike Plan recommended Hopkins Street for a “complete street corridor and cycle track study.” The studies are currently being conducted by the Public Works department and on-call consultants, to coincide with the planned repavement of Hopkins Street in 2023.

In addition to being the site of several tragic pedestrian and bike injuries and fatalities, the Hopkins Corridor encompasses a variety of impactful conditions including:

- The busy neighborhood commercial area centered around the intersection of Hopkins Street and Monterey Ave, which attracts significant car, bicycle and pedestrian traffic on a daily basis, constant ingress and egress from parking lots and spaces, and associated delivery and other trucks;

- Treasured local businesses that draw a neighborhood and regional clientele and benefit from pedestrian activity and lively café-seating and street-life.
- Numerous educational and recreational facilities in the area that involve drop-off and pick-up of youth, and/or youth pedestrians and bike riders, including at least four preschools (Mustard Seed at 1640 Hopkins St, Hopkins Pre-school at 1810 Hopkins, Sprouts at 1910 Hopkins, and Berkeley Little School at 1611 Hopkins), King Middle School; King's playing fields and the adjacent park, pool, and tennis courts, St. Mary's High School and the North Branch Library;
- Two active churches;
- A high concentration of families and Senior Citizens living in the area, regularly crossing streets to access shops, recreational and ecumenical facilities and the North Branch public library;
- Hopkins and Monterey serving as major East/West access corridors with significant vehicular traffic to and from freeways and cross-town destinations (via Sacramento, San Pablo, The Alameda/MLK and Sutter/Henry/Shattuck);
- Hopkins and Sacramento serving as designated Emergency Access and Evacuation Routes;
- California Street serving as a bicycle boulevard and AC Transit bus lines traveling through the corridor; and
- One of only two gas stations in North Berkeley at Hopkins and MLK/Alameda, with vehicles regularly stacked in the street and intersection awaiting ingress.

The Hopkins Corridor Traffic and Placemaking Study articulated the following Complete Streets/Traffic elements to be considered in the course of the study:

- Pedestrian safety at all intersections along the corridor, in particular at Monterey and Hopkins, the site of a fatality in April of 2017;
- Bicycle lanes, parking and infrastructure, including elements anticipated as part of the 2017 Berkeley Bicycle Plan;
- Traffic flow into and out of the corridor, with special attention to the Gilman/Hopkins, Sacramento/Hopkins, Hopkins/Monterey and

Hopkins/MLK/Alameda intersections;

- Ingress and egress from the Monterey Market and the Hopkins/MLK/Alameda gas station;
- Parking, pick-up and drop-off for schools, the public library, churches and recreational facilities, including consideration of traffic management at peak times;
- AC Transit and school busses, both public and private;
- Green Infrastructure;
- Addition of signalized intersections and/or adjustment of timing, turning and other features of signalized intersections; and
- Parking for employees and customers and loading for commercial vehicles.

In addition, the Study is required to address the following Community Building/Placemaking elements:

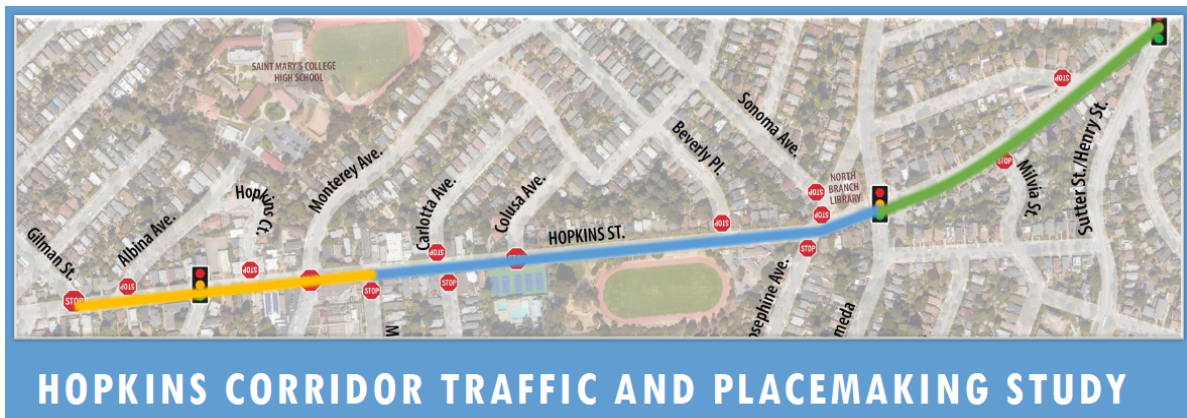
- Exploration of means to create additional spaces for community gathering and to increase greenery and other placemaking amenities that harmonize with existing features in the corridor, with full access for all ages and abilities;
- Ensure design and style of improvements add to the charm and character of this highly valued and historic neighborhood commercial district; and
- Any other considerations that may further enhance placemaking and the safe and vibrant use of public spaces, including improvements to hardscape and greenery and enhancement of community-building and placemaking.

In response to the 2017 Referral and the Bike Plan study requirements, the Public Works department is in the final stages of conducting the first phase of the required studies.

As reformatted by staff, key project study goals are:

- Improve the safety of walking along and crossing Hopkins Street, achieving zero pedestrian severe injuries by 2028;

- Improve bicycle and vehicular transportation safety and flow along and crossing Hopkins Street, achieving zero severe injuries by 2028;
- Transform Hopkins Street between Sacramento Street and McGee Avenue into a community gathering place with an attractive visual identity and inviting public spaces;
- Manage parking in order to meet the needs of residents and local businesses;
- Support local businesses by creating a streetscape that attracts customers:
- Install green infrastructure to protect the Bay while providing visual enjoyment wherever opportunities arise;
- Improve aesthetics along Hopkins Street, employing a design palette consistent with its historic character.



Plans for pedestrian and bike improvements, as well as a first phase of landscaping, seating, bollards, bike parking, and related amenities for the area are in the final stages of development. Work related to these plans, including repaving, raising crosswalks, and pouring of new curbs, bulb-outs, islands, and other features, is scheduled to take place in 2023. The imminent build-out of these hardscape elements provides a unique opportunity to refresh and expand bike parking, benches, bollards, and trash receptacles, plant trees, install drought tolerant landscaping in medians and bulb-outs, and provide other amenities for safety, utility, and community gathering – to accomplish the letter and spirit of the Hopkins Corridor referral.

While some funds already exist for streetscape features that support the community/placemaking elements of the Hopkins Corridor referral and staff's project study goals relating to community gathering, attractive visual identity, inviting public

spaces, customer-friendly streetscape, green infrastructure and improved aesthetics consistent with historical character, it is anticipated that additional funds will be needed to support installation of features across the corridor that harmonize with the existing neighborhood.

The purpose of this budget referral is to provide complimentary funding to allow for simultaneous implementation of streetscape improvements not otherwise funded, including but not limited to benches, bike racks, trash receptacles, street trees, drought tolerant landscaping, bollards, and protected pedestrian crossing features, and related community and placemaking elements.

In addition to funds sought directly from the City of Berkeley to more fully accomplish Hopkins Corridor project goals, several community-based efforts are either underway or anticipated to support and maintain new community and place-making elements.

- Merchants have approached the City about the possibility of creating a merchant's association, either via a formal Business Improvement District or another form of association, that could generate funds for supplemental upkeep of street furniture, sidewalks, and landscaping in the commercial areas of the Hopkins Corridor.
- Local volunteers have long maintained the triangular island behind the North Branch Library. Additional landscaping at the Hopkins/Alameda intersection and throughout the Corridor may be able to be maintained through a broader community effort such as an "adopt a spot" or other neighborhood group. Councilmember Hahn's office will be organizing outreach to existing community volunteers and associations - including the Friends of the Fountain and Walk, who help maintain the nearby Marin/Arlington Circle area, and Thousand Oaks Neighborhood Association - to discuss potential partnerships. Alternatively, a new, single-purpose organization may be established to supplement City maintenance of Hopkins Corridor streetscape and landscaping elements.
- Grant opportunities and other community fundraising could be another means to supplement City of Berkeley Funds, and will be explored in full once this phase of planning for the Hopkins Corridor has been completed.

FINANCIAL IMPLICATIONS

Budget request for \$300,000 total, \$150,000 in FY2023 and \$150,000 in FY2024, to realize the first phase of community/placemaking elements of the Hopkins Corridor goals relating to community gathering, attractive visual identity, inviting public spaces,

customer-friendly streetscape, green infrastructure, and improved aesthetics consistent with historical character.

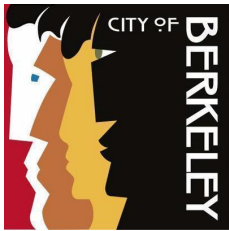
ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

A major impetus for the Hopkins Corridor study and improvements is to significantly improve pedestrian and bike safety and create a more lively and inviting streetscape for community gathering. With these improvements, it is anticipated that many more people will choose to bike or walk to and from the Corridor's many destinations - schools, churches, a library, a track, pool and other sports facilities, popular shops and service providers, and more.

One of the main features of the proposed plan, in its final stages of development, is a two-way cycletrack on the South side of Hopkins, designed to provide safe bike access for King Middle School students and other users of King school and park recreation facilities, including seniors and families with young children. AC Transit stops are also being reconfigured for greater access and visibility. All of the bike, pedestrian, and transit features are designed to invite a broader segment of the community to bike, walk, and take public transit on the Hopkins Corridor, significantly advancing the City's climate action and GHG reduction goals.

CONTACT PERSON

Councilmember Sophie Hahn Council District 5 510-981-7150



Councilmember Sophie Hahn
City of Berkeley, District 5

CONSENT CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council
From: Councilmembers Sophie Hahn (Author), Susan Wengraf (Co-Sponsor), and Kate Harrison (Co-Sponsor)
Subject: Co-Sponsorship and Budget Referral for the Solano Avenue Stroll

RECOMMENDATION

1. Adopt a Resolution for the City of Berkeley to Co-Sponsor the Solano Avenue Association's 2022 and 2023 Solano Avenue Stroll events, currently scheduled for Sunday, September 11, 2022 and Sunday, September 10, 2023, taking place on Solano Avenue in both Berkeley and Albany; and
2. Resolve to provide in-kind City services previously provided at no cost to the Solano Stroll, including but not limited to police, fire, zero waste, and public works, at no cost to the September 2022 and 2023 Solano Stroll events, and allocate \$20,000 per year for FY 2023 and 2024 (\$40,000 total) for the Solano Avenue Stroll, to support the September 2022 and 2023 Stroll events.

CURRENT SITUATION AND ITS EFFECTS

This year the need for people to reconnect with their community in safe and celebratory ways is more important than ever. The Solano Avenue Stroll (the "Stroll" or the "Solano Stroll"), a multicultural outdoor event that draws visitors of all ages, backgrounds, and abilities from Berkeley and neighboring communities, provides the perfect opportunity, especially in light of the fact that some individuals continue to feel more comfortable in outdoor settings. It's been a long 2 years of hibernation and the community is hungry for this singular opportunity to stroll, dance, sing, learn, eat, shop, and enjoy the lively company of neighbors, friends, artists, musicians, shopkeepers, and the broader East Bay community.

The annual Solano Avenue Stroll is a public event which brings together the expression, enjoyment, and diversity of our communities in *an inclusive, no-barrier, family-friendly, outdoor celebration that is and always has been free* to the public. It is the largest street fair in the East Bay, drawing crowds of up to 250,000 people over the course of a single day, and spans two cities: Berkeley and Albany. The scale and importance of this free public celebration and event is unique in Berkeley and the region, and requires a singular level of support and partnership from both the cities of Berkeley and Albany.

The 2022 Stroll, the Association's 48th Annual event (the pandemic resulted in cancellation of the past two years' events), is scheduled to take place on Sunday, September 11 and, with the City of Berkeley's co-sponsorship and support, will once again span the entirety of Solano Avenue, both in Berkeley and Albany. The 2023 Stroll is currently scheduled to take place on Sunday, September 10, 2023. These events are each expected to draw up to 250,000 participants, who can feel comfortable attending celebratory outdoor events after an extended period of social isolation.

Producing the Stroll is a uniquely complex and time-consuming undertaking. The Solano Avenue Association, with a board of 15 volunteers - who also own and run their own local businesses - works diligently to produce the Stroll on an exceptionally frugal "shoestring" budget.

In light of the extra importance of an event like the Stroll at this time, and increased costs over the years, the organizers look forward to continued partnership from the City of Berkeley through both in-kind donations of City services and an annual sponsorship amount of \$20,000, to support the North Berkeley Bart shuttle and other out-of-pocket expenses. They also look forward to working more closely than ever with the City of Berkeley, all Councilmembers, Visit Berkeley, and the Berkeley Chamber, among others, to ensure everyone in Berkeley knows *their Stroll is back, and they are cordially invited.*

To facilitate continuity of planning and support for this long-standing annual event, this item seeks to commit City sponsorship, free in-kind services, and a modest sponsorship donation for both the September 2022 and September 2023 events (which fall in FY 2023 and 2024).

BACKGROUND



The Solano Avenue Association was organized in 1974 and achieved nonprofit status in 1983. The Solano Avenue Stroll, the Association's signature annual event, draws approximately 250,000 people over the course of a free, outdoor, closed-street, family-friendly, smoke- and alcohol-free one-day event which spans 26 blocks and more than a full mile of Solano Avenue in both Berkeley and Albany, from The Alameda to San Pablo Avenue. In 2000, the Solano Avenue Stroll became an official "[Local Legacy](#)," installed into the United States Library of Congress with the help of Congresswoman Barbara Lee, and was recognized as celebrating "America's rich diverse culture."

Now in its 48th year, the Solano Avenue Stroll has been sponsored with both services and funds by the Cities of Berkeley and Albany for longer than the Solano Avenue Association has records; meaning at least 20 years.

The Stroll draws both locals and visitors. In 2013, a zip code survey was taken from 453 event goers and recorded 139 different zip codes from across the Bay Area. On the east end, the Stroll is referred to as "Berkeley's Reunion," and on the west end much of Albany turns out. Both ends are united by the festive Parade that kicks-off the event, starting at the top of the street with dancers, bands, floats and youth and families from many schools and organizations.

The Solano Avenue Association works actively to minimize the environmental impact of the Stroll. In addition to regular AC Transit service, free event-day shuttles provide rides from 10AM to 7PM to and from the North Berkeley Bart Station and up and down the length of Marin Avenue, making stops at intersections with stop lights on Marin. Free valet bicycle parking is available at Wells Fargo bank (1800 Solano at Modoc) and a vacant lot (1254 Solano at Masonic). Recycling and composting are part of the zero waste ethos of the event.

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

The Solano Stroll typically features over 500 vendors, including 50 entertainers representing a wide variety of cultures, food from 50 booths and local restaurants representing cuisines from all the continents, 150 government and non-profit agencies, 150 juried handcrafters, a 75-participant parade with local bands, performers, schools, and organizations, safe mechanical rides for children, and more.

The Stroll gives people from near and far a rare opportunity to see, experience and learn about everything our unique community has to offer. The event is family friendly and supported by diverse not for profit and government organizations. Approximately 75% of participating non-profits use Berkeley booth locations to broadcast their mission to the public. The event allows for meaningful outreach and direct contact with the populations that these vital community organizations serve, including low income clients who may have few other free and public opportunities to learn of available programs and services, and offers a unique opportunity to recruit volunteers and donors.

There is a “green zone” for environmental organizations, an area for health and wellness organizations, affordable housing and homeless services providers, libraries, police, fire and other city and county departments, schools, sports teams, transit providers, student and neighborhood associations, faith institutions, and political parties and associations, among others. Many elected officials from the State, County, region and local cities and school districts also participate, to connect in person with the hundreds of thousands of constituents who attend the Stroll. All of these groups and individuals rely on the unique exposure the Solano Stroll provides and consider participation a key annual activity to connect with stakeholders and potential clients. Ninety-two percent of participating organizations and vendors return each year. After a two-year hiatus, the opportunities provided by the Stroll to connect with the public are particularly important.

A list of recent Stroll business, arts, and organizational participants is attached to hereto.

Due to the popularity and reputation of the Solano Avenue Stroll, both the cities of Berkeley and Albany, as well as the community at large, have benefitted from the exposure the event has garnered. Many local businesses and organizations have gained a loyal following by first participating as a vendor at the event, and some have found permanent store-front homes along Solano Avenue and now contribute to the local economy with community-oriented goods and services. The Stroll draws significant traffic to local restaurants, retail businesses, and arts and culture venues who participate in the event. Most recently, there are a number of businesses that have made Solano home during the pandemic, risking an investment in our local economy at a very challenging time, and the Stroll will provide a great opportunity for the community to discover and welcome them to the neighborhood.

Solano Avenue merchants, longstanding and newly arrived, benefit from the exposure to approximately 250,000 potential customers who see Solano’s products and services. While not every business registers a boost in sales the day of the Stroll, positive economic activity generated by the event continues for months.¹

While there remains some uncertainty due to the pandemic, the Solano Avenue Association has consulted with organizations hosting similar outdoor events in the region and has learned that many are successfully planning and executing their events despite the challenges. Many past Stroll participants and supporters have been reaching out to the Association in hopes of attending or participating in the Solano Stroll this year, and going forward. Examples of outreach the Association has received, asking for the event to move forward, include the following:

“We are very much in support of the return of the Solano Stroll for 2022. As vendors we rely on these types of events for income and this show has always been a highlight on our calendar. It is vital, critical and essential that all cities give proper attention to these

¹ <https://www.solanoavenueassn.org/wordpress/wp-content/uploads/2014/04/solanoavenuestrollhistory.pdf>

cultural events that make our geographic home a living breathing entity. Please bring it back. For Berkeley” – Jacob C.

“Hello, We would LOVE to be able to have a booth at the Solano Stroll on Sunday September 11th! Hopefully it will happen! It was great fun and such a success. Thank you and please keep us updated!” – Kipp H. Berkeley

“We’ve been artists at the “Stroll” for 25 years (!) and we would LOVE to see it return in 2022! It’s always been one of our favorite events for many reasons; it’s very well-organized by the powers that be- and supported by the public fabulously! We’ve heard from SO many past customers and attendees that have missed it and also want it to return! Please allow it to return in September of 2022; don’t let it become a victim of covid!” – Kim & Mark P (After the Gold Rush)

“This is one of my best markets and a big boost to my economy. I see all my old friends and make new! LOVE IT!” – Diane A Multiple Threads

“The Solano Stroll is such a wonderful opportunity to see all of my Berkeley friends. I grew up in Berkeley and miss it. It is well organized and I thank you all who work so hard to make it happen.” – Nicki T. Los Gatos

“California Revels has participated with and supported for many years the Solano Stroll. It’s a highlight of our Fall and we believe our Solstice Ensemble singers provide one of the high points for passers by.”

The Stroll also raises revenues and enhances the City’s reputation locally and regionally, engendering significant goodwill. The event is well-known and beloved by the community and an opportunity for people beyond Berkeley and Albany to discover these communities, and has been a source of pride for both Berkeley and Albany for five decades.

It takes about 600 staff-hours to produce the Solano Stroll, plus thousands of additional volunteer hours, and the event is one of only four in the United States and Canada that operates in two municipalities simultaneously. The scale and complexity of the Solano Stroll is unique and requires coordination among municipalities and with the Solano Avenue Association to ensure security, zero waste, toilet facilities, parade staging, set-up and take-down of performance, commerce, and event spaces, electricity, barricades, and other services and elements. Despite the magnitude of the Stroll, Solano Avenue is virtually spotless and fully restored to normal operations within 24 hours of the close of the event.

This item asks the City of Berkeley to register its official sponsorship of the September 2022 and 2023 Stroll events (taking place in FY 2023 and 2024) with a resolution, a commitment to continue providing services traditionally offered to the Stroll at no cost, and a budget allocation of \$20,000 in sponsorship for each of the two years (for a total of \$40,000 from the FY 2023/2024 Budget). In sponsoring the Stroll in all these ways, Berkeley joins the City of Albany and local businesses including Albany Subaru, Mechanics Bank, Belmont Village, John Muir

UCSF Health, Winkler Real Estate Group, and Safeway, and acknowledges the thousands of volunteer hours donated by the Solano Avenue Association Board of Directors and other volunteers.

FISCAL IMPACTS OF RECOMMENDATION

As noted above, the Solano Avenue Stroll provides day-of and residual income to local businesses, and generates significant regional exposure and goodwill, contributing to the local tax base and economy. The item requests \$40,000 in sponsorships over two years (\$20,000 per year) and donation of in-kind services associated with the Solano Stroll event.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE CHANGE

The Stroll minimizes climate impacts by operating on a street easily accessed by numerous AC Transit bus routes, and offering a popular no-cost shuttle to and from the Berkeley Bart Station, plus free valet bike parking at both ends of Solano Avenue. Ample additional bike parking is available throughout the area of the Stroll, and many participants simply walk from home to participate. In addition, the Solano Stroll provides compost and recycling facilities throughout the event, and will prohibit the use of non-compostable bags and throw-away foodware items by all vendors, except where necessary for health and safety or due to supply chain constraints.

CONTACT PERSON

Councilmember Sophie Hahn, (510) 981-7150

Attachments

1. Resolution
2. Recent Booth and Parade Participants List

RESOLUTION NO. – N.S.
CITY OF BERKELEY CO-SPONSORSHIP AND SUPPORT
FOR THE 2022 AND 2023 SOLANO AVENUE STROLL EVENTS

WHEREAS, The annual Solano Avenue Stroll is a public event which brings together the expression, enjoyment, and diversity of our community in an inclusive, no-barrier, family-friendly, outdoor celebration that is and always has been free to the public; and

WHEREAS, the Solano Avenue Stroll is the largest street fair in the East Bay, drawing crowds of up to 250,000 people over the course of a single day, spanning two cities: Berkeley and Albany; and

WHEREAS, The scale and importance of this free public celebration is unique in Berkeley and the region, and requires a singular level of support and partnership from both the cities of Berkeley and Albany; and

WHEREAS, The Solano Avenue Stroll, now in its 48th year, has been sponsored with both in-kind services and funds by the cities of Berkeley and Albany for longer than the Solano Avenue Association has records; at least 20 years; and

WHEREAS, The Solano Stroll typically features over 500 vendors, including 50 entertainers representing a wide variety of cultures, food from 50 booths and local restaurants representing cuisines from all the continents, 150 government and non-profit agencies, 150 juried handcrafters, a 75-participant parade with local bands, performers, schools, and organizations, safe mechanical rides for children, and more; and

WHEREAS, The Solano Stroll is well-known and beloved by the community and has been a source of pride for both Berkeley and Albany for almost five decades; and

WHEREAS, The Solano Stroll raises revenues and enhances the City's reputation locally and regionally, engendering significant goodwill; and

WHEREAS, The Solano Avenue Association, producer of the Stroll event, works actively to minimize the environmental impact of the Stroll, providing a free Shuttle to and from North Berkeley Bart station, free valet bike parking at both ends of the Avenue, and will require vendors to offer only compostable bags and foodware; and

WHEREAS, in recognition of the diversity and reach of the event, the Solano Avenue Stroll has had the honor of being selected by Congresswoman Barbara Lee for inclusion at the Library of Congress in Washington D.C. as a "National Local Legacy"; and

WHEREAS, the City of Berkeley has a longstanding practice of providing annual support for the Solano Avenue Stroll through cash grants and the provision of in-kind services at no cost to the Solano Avenue Association; and

WHEREAS, This and next year's Solano Avenue Strolls are especially important to connect our community after two years of COVID-related isolation;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City of Berkeley shall be an official Co-Sponsor of the Solano Avenue Association's 2022 and 2023 Solano Avenue Stroll events, currently scheduled for Sunday, September 11, 2022 and Sunday, September 10, 2023, taking place on Solano Avenue in both Berkeley and Albany; and

BE IT FURTHER RESOLVED THAT the City of Berkeley shall provide in-kind City services to the Solano Stroll, including but not limited to police, fire, zero waste, and public works services, at no cost to the September 2022 and 2023 Solano Avenue Stroll events, and shall further support the 2022 and 2023 Stroll events with grants of \$20,000 for each event, for a total of \$40,000 over Fiscal Years 2023 and 2024.

Solano Stroll Booth and Parade Participants

A Slice of Delight - Bath and Body - 21	Arts and Crafts
A.Walther&C.Gardelle - 17	Arts and Crafts
A1 Sun Solar Installation	Association Member off-Solano
AC Transit (Alameda Contra Costa Transit)	Non-Profit / Government
AC Transit (Alameda Contra Costa Transit)*	Parade
Addison Philly Cheesesteaks	Food
Adopt a Homeless Senior	Non-Profit / Government
Aesthetic Pruners Association	Non-Profit / Government
Africa by Design (x2)	Commercial
AFS - USA Intercultural Programs	Commercial
After The Gold Rush - 22	Arts and Crafts
Alameda Alliance for Health	Non-Profit / Government
Alameda County - General Services Agency (6 of 14)	Non-Profit / Government
Alameda County - General Services Agency (8 of 14)	Non-Profit / Government
Alameda County - Mosquito Abatement District	Non-Profit / Government
Alameda County - Mosquito Abatement District	Parade
Alameda County - Vector Control Services	Non-Profit / Government
Alameda County Supervisor Keith Carson	Parade
Albany - Berkeley Girls Softball League	Non-Profit / Government
Albany - Berkeley Soccer Club	Non-Profit / Government
Albany - Berkeley Soccer Club (location alert)	Parade
Albany American Legion Post 292	Non-Profit / Government
Albany and Berkeley Rotary Club	Parade
Albany Armada Aquatics	Non-Profit / Government
Albany Armada Aquatics	Parade
Albany Athletic Boosters	Non-Profit / Government
Albany Chamber of Commerce (Citizen and Youth of the Year)	Parade
Albany Climate Action Coalition	Non-Profit / Government
Albany Democratic Club	Non-Profit / Government
Albany High School Jazz Band	Entertainer
Albany Jazz Big Band	Entertainer
Albany Law Office of Elaine Videe Esq.	Association Member off-Solano
Albany Lions Club	Parade
Albany Police / Fire Department (with C.E.R.T.)	Non-Profit / Government
Albany Police and Fire Department(s)	Parade
Albany Preschool	Association Member off-Solano
Albany Preschool (SAA member)	Parade
Albany Property Rights Advocates (APRA)	Association Member off-Solano
Albany Science Olympiad	Non-Profit / Government
Albany Science Olympiad	Parade
Albany Strollers & Rollers 1/2	Non-Profit / Government
Albany Strollers & Rollers 2/2	Non-Profit / Government
Albany Subaru (Sponsor)	Parade
Albany Subaru*	Event Sponsor
Albany Teachers Association	Parade
Albany Unified School District	Non-Profit / Government

Alta Bates Summit Medical Center (x2)	Non-Profit / Government
Aly Maky	Commercial
American Chemical Society - CA Section	Non-Profit / Government
American Civil Liberties Union	Non-Profit / Government
American Promise	Non-Profit / Government
Amy's Face Painting	Commercial
Ann Parker, M.D. – Neurodevelopmental Pediatrician	Association Member off-Solano
April Gavin Textile Art - 131	Arts and Crafts
Aquamarine Jewelry Studio - 39	Arts and Crafts
Aquarian Minyan	Non-Profit / Government
Arca Design Group, Inc.	Association Member off-Solano
Aries Kae	Entertainer
Arivka Jewelry - 42	Arts and Crafts
Artemis Rowing	Non-Profit / Government
ASH Designs - 15	Arts and Crafts
Ash Khajvandi	Entertainer
Ashby Village	Association Member off-Solano
Assembly District 15 (Wicks)	Non-Profit / Government
At First Glance Ultrasound	Commercial
Atime4u - Color Street Independent Consultant	Commercial
Aunt Betty's #2 Gourmet Corn Dogs	Food
Ava All-Starz Cheer & Dance	Parade
BandWorks	Entertainer
Bay Area Alternative Press	Non-Profit / Government
Bay Area Children's Theatre	Non-Profit / Government
Bay Area for Warren	Non-Profit / Government
Bay Area Intactivists	Non-Profit / Government
Bay Area Rapid Transit Police (B.A.R.T.)	Non-Profit / Government
Bay Area Skeptics	Non-Profit / Government
Bay Area Zionists	Non-Profit / Government
Bayou Noir Cajun Band	Entertainer
Beat Seekers	Entertainer
BeHOME Berkeley	Non-Profit / Government
Belmont Village Senior Living – Albany*	Event Sponsor
Berkeley Architectural Heritage Association	Non-Profit / Government
Berkeley Ballet Theater	Non-Profit / Government
Berkeley Buddhist Priory	Non-Profit / Government
Berkeley Camera Club	Non-Profit / Government
Berkeley Chess School (x2)	Non-Profit / Government
Berkeley City Council	Parade
Berkeley City Council (Hahn)	Non-Profit / Government
Berkeley Democratic Club	Non-Profit / Government
Berkeley Disaster Prep Neighborhood Network	Non-Profit / Government
Berkeley Folk Dancers	Entertainer
Berkeley Friends Church	Non-Profit / Government
Berkeley Garden Club	Non-Profit / Government
Berkeley High School Crew Team	Non-Profit / Government
Berkeley High School Jazz	Entertainer

Berkeley High School Mountain Bike Team	Non-Profit / Government
Berkeley Historical Society	Non-Profit / Government
Berkeley Historical Society	Parade
Berkeley Humane (x2)	Non-Profit / Government
Berkeley Lab (x2)	Non-Profit / Government
Berkeley Morris	Entertainer
Berkeley Pathwanderers Association	Non-Profit / Government
Berkeley Playhouse	Non-Profit / Government
Berkeley Police and Fire Department(s)	Parade
Berkeley Police Department	Non-Profit / Government
Berkeley Public Schools Fund	Non-Profit / Government
Berkeley Repertory Theater	Non-Profit / Government
Berkeley Unified School District	Non-Profit / Government
Berkwood Hedge School	Non-Profit / Government
Bèselan Botanicals	Commercial
Betsy Stern	Entertainer
Bibles for America	Commercial
Bird vs. Bird Designs - 12	Arts and Crafts
Black Pine Circle Middle School	Non-Profit / Government
Black Pine Circle Middle School Band	Entertainer
Blue Bear School of Music	Non-Profit / Government
Blues Daddies	Entertainer
Bong (LED Gifts)	Commercial
Bonnie Jo Jams	Food
Bottle of Clouds - 33	Arts and Crafts
Bouncy Zone	Commercial
Boy Scouts of America (MDSC)	Non-Profit / Government
Boy Scouts of America (MDSC) Troop 14 (Color Guard)	Parade
Boy Scouts Troop 19 / Berkeley	Food
Brenda's Ceramics and Jewelry - 128	Arts and Crafts
Bridges Rock Gym*	Commercial
Brushstrokes Studio	Commercial
C/F Preservation of Pioneer Jewish Cemeteries	Non-Profit / Government
California Corn Roast	Food
California Revels	Non-Profit / Government
Candle du Jour - 133	Arts and Crafts
Cazadero Performing Arts Camp	Association Member off-Solano
Cazadero Performing Arts Family Camp	Non-Profit / Government
Center for Elders' Independence	Non-Profit / Government
Chabad of El Cerrito	Non-Profit / Government
Charlie Frank's Pies	Food
Cheeky Clothing, Jewelry & Accessories	Commercial
Child Therapy Institute of Marin	Non-Profit / Government
Children's Community Center	Non-Profit / Government
City of Albany KALB 33 / Albany FilmFest*	Event Sponsor
City of Berkeley Animal Care Services	Non-Profit / Government
City of Berkeley Auditor	Non-Profit / Government
City of Berkeley Parks / Landscaping Services	Non-Profit / Government

City of Berkeley Parks / Recreation Administration	Non-Profit / Government
City of Berkeley Rent Board	Non-Profit / Government
ClimateChangeEducation.org (x2)	Non-Profit / Government
Coder School Berkeley	Commercial
Color Street (LF)	Commercial
Community Campaign to Save Alta Bates	Non-Profit / Government
Community Campaign to Save Alta Bates	Parade
Compass Rose Design - 103	Arts and Crafts
Corn Bread Willie	Entertainer
Cornell School Chinese After-School Program (AUSD)	Parade
Crazy Hats	Commercial
Crisis	Entertainer
Crowden Music Center	Non-Profit / Government
Curbside Kitchen	Food
Cutie Pop Nail Shop	Commercial
Del Crisol Jewelry - 19	Arts and Crafts
Del Mars	Entertainer
Delicious Kettle Corn	Food
Delightful Foods	Food
Demby Co - 10	Arts and Crafts
Diamond Equine Services	Parade
Diana Yoshida - 05	Arts and Crafts
Didi Jewelry Project - 118	Arts and Crafts
Dinart - 096	Arts and Crafts
Dogs4Diabetics	Non-Profit / Government
Dogs4Diabetics (Dogs for Diabetics)	Parade
Don Velez, Woodturner (Woodjammin) - 28	Arts and Crafts
Dusty Rose Designs - 08	Arts and Crafts
East Bay Community Energy	Non-Profit / Government
East Bay Community Energy	Parade
East Bay German International School	Non-Profit / Government
East Bay Gourd Patch - 105	Arts and Crafts
East Bay Heritage Quilters - 29	Arts and Crafts
East Bay Municipal Utility District (E.B.M.U.D.)	Non-Profit / Government
East Bay Regional Park District	Non-Profit / Government
East Bay Rose Society	Non-Profit / Government
Eckankar Center of Berkeley	Non-Profit / Government
Ecole Bilingue de Berkeley	Non-Profit / Government
Edward A. Jasmin - 126	Arts and Crafts
El Cerrito High Mountain Bike Team	Non-Profit / Government
El Cerrito Preschool Cooperative	Parade
El Cerrito Tennis Club	Non-Profit / Government
Ellia Fashion (x2)	Commercial
Elysium Advanced Skin Care	Commercial
Emeryville Taiko	Entertainer
Epworth United Methodist Church	Non-Profit / Government
Escuela Bilingue Internacional	Non-Profit / Government
Etzal Designs - 52	Arts and Crafts

Everest Cozy / California Distributors	Commercial
Evolve California	Non-Profit / Government
Fabula Tea	Food
Failure to Disperse	Entertainer
Farm Fresh to You	Commercial
Field Day - 04	Arts and Crafts
Four-Legged Bandits	Arts and Crafts
Frances Ancheta	Entertainer
Freight and Salvage	Non-Profit / Government
Friends of Berkeley Animal Care Services	Non-Profit / Government
Friends of the Albany Library	Association Member off-Solano
Fused Glass by Phyllis - 127	Arts and Crafts
Gather, Inc.	Commercial
Gemforest / Marco Lazo	Arts and Crafts
Getaround	Commercial
Gilman District	Non-Profit / Government
Girl Scouts of Albany - Berkeley	Non-Profit / Government
Girls Rock! - 41	Arts and Crafts
Give Fleece a Chance - 18	Arts and Crafts
Golden 1 Credit Union*	Commercial
Golden Lion Martial Arts Academy	Association Member off-Solano
Gourmet Faire	Food
Graduate Theological Union / ResoNation	Non-Profit / Government
Grape Craft Leather - 36	Arts and Crafts
Green Party of Alameda County	Non-Profit / Government
Green Science Policy Institute	Non-Profit / Government
Grizzly Peak Flyfishers	Non-Profit / Government
Growing Light Montessori	Commercial
Haircuts with Heart	Non-Profit / Government
Half Price Books	Commercial
Hanabi Judo	Association Member off-Solano
Hanabi Judo (SAA Member)	Parade
Handmade by Teresa - 23A	Arts and Crafts
Harvest Land - 116	Arts and Crafts
Hassler Heating and Air Conditioning	Commercial
Head Over Heels Athletic Arts	Entertainer
Head Over Heels Athletic Arts	Parade
Healthy California Now	Non-Profit / Government
Healthy California Now/PNHP	Parade
Hertz Corporation	Association Member off-Solano
Highwire Coffee Roasters (MCE, Inc.)	Food
Himalayan Handmade Crafts	Commercial
Holm Patches and Hats (Holm Sales, Inc.)	Commercial
Honey Drop Gems - 11	Arts and Crafts
Indivisible Berkeley	Non-Profit / Government
Innate Chiropractic and Wellness Studio	Association Member off-Solano
Iyoba Handmade Apothecary - 16	Arts and Crafts
Jamba Juice 1/2	Food

Jamba Juice 2/2	Food
Jayne Thomas Designs - 30	Arts and Crafts
Jewish Voice for Peace	Non-Profit / Government
Joe Joffe Music	Commercial
John Brothers Piano Company	Entertainer
John Muir / UCSF Health*	Event Sponsor
John Muir Chapter of Trout Unlimited	Non-Profit / Government
Julie Winkelstein	Non-Profit / Government
KALW 91.7 FM (San Francisco)	Event Sponsor
Katie's Dance Studio & Company	Entertainer
KC Barbeque	Food
Kelly-Moore Paints	Association Member off-Solano
Kelly's Kona Cones	Food
Kenny the Clown	Entertainer
Kensington Fire Protection District	Parade
Kensington Symphony Orchestra	Non-Profit / Government
Kieren Dutcher Illustration - 70	Arts and Crafts
Kiwanis Club of Berkeley	Non-Profit / Government
Kiwanis Club of Berkeley Foundation	Non-Profit / Government
Kohkoro, LLC dba West Wind Schools	Commercial
Koko's Korean Teriyaki	Food
Lady Bug Design - 104	Arts and Crafts
LeafFilter North, LLC.	Commercial
League of Women Voters	Non-Profit / Government
Lifelong Medical Care	Non-Profit / Government
Linda Vogel Face Painting and Glitter Tattoos	Commercial
Lisa Inez - 51	Arts and Crafts
Little Star Pizza	Association Member off-Solano
Liz Patton Design - 09	Arts and Crafts
LJ Glass and Art - 99	Arts and Crafts
Los Nadies	Entertainer
Love the Bulb	Non-Profit / Government
Mad Mimsy - 14	Arts and Crafts
Mainstreet Food Concessions	Food
Maru Hair Salon	Commercial
Ma's Trading Company	Commercial
Masami - 35	Arts and Crafts
Mau House Cat Hotel	Commercial
Mavericks Soccer Club	Non-Profit / Government
Mayor of Berkeley Jesse Arreguin	Non-Profit / Government
McDunn ADUs	Commercial
Mechanics Bank**	Event Sponsor
Mel-o-dee Cocktails	Commercial
Mel-o-dee Cocktails (Karaoke)	Entertainer
Mentoring Academy	Non-Profit / Government
Mercy Kit	Entertainer
Merrie Mary Show	Entertainer
Mickaboo Companion Bird Rescue	Non-Profit / Government

Mind Body Dojo	Commercial
Mission Soaring Center	Commercial
Moms Demand Action / Everytown	Non-Profit / Government
Montessori Family School	Non-Profit / Government
Montessori Family School	Parade
Moon and Leaf - 115	Arts and Crafts
MoonJi Art - 102	Arts and Crafts
Morita Arts - 54	Arts and Crafts
Multiple Threads reincarnated clothing - 75	Arts and Crafts
Nan's Gourmet Foods	Food
National Coalition Building Institute	Non-Profit / Government
Nest Bedding, Inc. (x2)	Commercial
Netto D'Souza and Band	Entertainer
Neuroptimal Brain Training	Commercial
Nick Pilch, Albany City Council (with EBCE)	Parade
Nightside Studios - 36	Arts and Crafts
Nomura Preschool	Commercial
NorCal Sabeel	Non-Profit / Government
NorCal Sabeel	Parade
North and East Leather - 129	Arts and Crafts
Northern California Ki Society	Commercial
Northland Nautical Foundation	Non-Profit / Government
Oakland Ski Club	Non-Profit / Government
Ocean View Brew Works	Parade
One Generation Camp	Non-Profit / Government
OneTrail Gear*	Commercial
Onna Lo, M.D.	Association Member off-Solano
Organic Attire - 23B	Arts and Crafts
Origin Jewelry - 98	Arts and Crafts
Our Revolution East Bay	Non-Profit / Government
Our Revolution East Bay	Parade
Palomacy Pigeon & Dove Adoptions	Non-Profit / Government
Paper Sweetly - 61	Arts and Crafts
Party Animals - 40	Arts and Crafts
Patricia Tostenson Jewelry - 114	Arts and Crafts
Peace Chain Joe - 111	Arts and Crafts
Pete for America	Non-Profit / Government
Peter Pan Parent Nursery School	Non-Profit / Government
PhaseFit	Association Member off-Solano
Pioneers in Engineering	Non-Profit / Government
Poindexter	Entertainer
Polymer Garden - 71	Arts and Crafts
Ponyland	Commercial
Ponyland Petting Zoo	Commercial
Pop Nation	Food
Potters' Studio 31 / 32	Arts and Crafts
POW Dental (Pediatric Oral Wellness)	Association Member off-Solano
Prism Jewels - 130	Arts and Crafts

Quarry Persons	Entertainer
RandomTechnology Design - 125	Arts and Crafts
Red Doors	Entertainer
Renewal by Andersen* 1/3	Commercial
Renewal by Andersen* 2/3	Commercial
Renewal by Andersen* 3/3	Commercial
Represent Us Bay Area	Non-Profit / Government
REV.RABIA	Entertainer
Ricciardi Design - 07	Arts and Crafts
Richmond Art Center	Non-Profit / Government
Ride-Um George - 76	Arts and Crafts
Ring Around the Toezees - 132	Arts and Crafts
RJae HAAS Band	Entertainer
Rock it Man Stoneworks - 03	Arts and Crafts
Rosie the Riveter Trust and National Park	Non-Profit / Government
Rouse Rentals 1/2	Commercial
Rouse Rentals 2/2	Commercial
Royal Scottish Country Dancers	Entertainer
SAA Grand Marshal Iraj Vafaeina	Parade
Sacramento Metals Guild - 13	Arts and Crafts
Saint Alban's Episcopal Church	Association Member off-Solano
Saint Mary's College High School	Non-Profit / Government
Salesian College Preparatory	Non-Profit / Government
Salpicon Tostadas	Food
Samuel Merritt University - Office of Diversity	Non-Profit / Government
San Francisco BBQ	Food
San Francisco Chronicle* 1/2	Commercial
San Francisco Chronicle* 2/2	Commercial
Saraba African Arts* (x2)	Commercial
Sarah Gregory Ceramics - 27	Arts and Crafts
Sassy Succulent Designs (kim patillo) - 20	Arts and Crafts
School of the Madeline	Non-Profit / Government
Seacology	Association Member off-Solano
Senior Helpers of the East Bay	Commercial
SGI USA (Buddhist Association)	Non-Profit / Government
Shari Milner Designs - 113	Arts and Crafts
Sherry's Crafts - 99	Arts and Crafts
Shotgun Players	Non-Profit / Government
Shu Ren International School	Commercial
Shu Ren International School	Parade
Shumei America	Non-Profit / Government
Sierra Club California	Non-Profit / Government
Simply Salmas Treasures	Commercial
Sisters of the Holy Names - 01	Arts and Crafts
Skincare by Feleciai	Arts and Crafts
Slow Moon Rise - 34	Arts and Crafts
Snowregion 2/2	Association Member off-Solano
Solano Community Church	Association Member off-Solano

Sonic.NET, LLC.*	Commercial
Sonic.NET, LLC.*	Parade
Spark Decks	Non-Profit / Government
Spurs FC Soccer Club	Non-Profit / Government
Spurs FC Soccer Club	Parade
Squeezebox Sabroso	Entertainer
State Farm Insurance (x2)	Commercial
State Farm Neighborhood of Good / Together We Rise (x2)	Non-Profit / Government
STCraftCo	Arts and Crafts
Sticks and Stones Tees & More	Arts and Crafts
Su Yun's Chinese Learning Center	Association Member off-Solano
Sue Fox Pottery - 124	Arts and Crafts
Sugar Magnolia	Food
Suitcase Ron's Kettle Korn	Food
Sundrop Jewelry - 60	Arts and Crafts
SunPower by the Solar Quote*	Commercial
Supercapes - 37	Arts and Crafts
Supple: Skincare + Selfcare + Sanctuary	Association Member off-Solano
Synergy Organic Clothing	Commercial
Teaco Amusements 1/3 and 2/3	Commercial
Teaco Amusements 3/3	Commercial
Temple Beth Hillel	Non-Profit / Government
The Berkeley School	Non-Profit / Government
Things Inspired by Faith	Commercial
Thousand Grandmothers Bay Area	Parade
Tiendita El Sagrado Corazon (x2)	Commercial
Tomte Workshop, LLC	Commercial
Toni Faye Catelani - 02	Arts and Crafts
Treats by the Bay	Food
Tree Hanko-McCabe - 6	Arts and Crafts
Troupe Tangiers & Sharifa's Habibi's	Entertainer
Tutu School Berkeley (SAA Member)	Parade
Unitarian Universalist Church of Berkeley	Parade
Unitarian Universalist Church of Berkeley (x2)	Non-Profit / Government
United Nations Association East Bay Chapter	Non-Profit / Government
Uptima Business Bootcamp	Non-Profit / Government
Visit Berkeley	Non-Profit / Government
Walden Center and School	Non-Profit / Government
Walter Hand and the Blue Hand Band	Entertainer
Waste Management*	Commercial
Western Institute for Social Research	Non-Profit / Government
Women's Daytime Drop-In Center	Non-Profit / Government
worldOneradio / Public Radio KeCg	Entertainer
YMCA of the East Bay (Albany Branch)	Association Member off-Solano
Young People's Symphony	Non-Profit / Government
Young Punks - 53	Arts and Crafts
Youth Musical Theater Company	Non-Profit / Government
ZOOMEEZ - 112	Arts and Crafts

CONSENT CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Councilmember Rigel Robinson

Subject: Support for AB 2234: Postentitlement Permit Streamlining

RECOMMENDATION

Send a letter to Assemblymember Robert Rivas, Senator Nancy Skinner, and Assemblymember Buffy Wicks in support of Assembly Bill 2234, which would require local governments to adopt modernizations to the postentitlement phase permitting process.

BACKGROUND

Assembly Bill 2234 seeks to speed permitting in the postentitlement phase, with the goal of reducing unnecessary development cost increases due to construction delays. It does so by requiring local governments to make specific, targeted reforms to their postentitlement permit approval process, including digitization of the application process and streamlining similar to what has already been mandated for the entitlement phase.

One significant driver of cost overruns in development is unnecessary and unanticipated delays. In the context of housing development, this can exacerbate the housing crisis when these costs are passed through to tenants in the form of higher rent. One factor which can be responsible for delays is a slow or confusing permitting process. Previous efforts by the legislature have sought to improve this process for entitlement permits, such as SB 330. Less progress, however, has been made in the postentitlement phase.

AB 2234 would address this challenge by requiring similar streamlining in the postentitlement phase as has been applied to entitlement permitting. It would require that local agencies make building permit applications accessible online along with a comprehensive checklist for applications. It would also establish time limits for approval or denial of a permit. Unlike other state initiatives, AB 2234 would not deem a project approved or limit the number of meetings or hearings to which a project or application can be subject. It also does not dictate a local agencies standards and requirements for building permits, only require that they be comprehensively listed and accessible.

FINANCIAL IMPLICATIONS

No impact.

ENVIRONMENTAL SUSTAINABILITY

Consistent with the City's climate and environmental goals.

CONTACT PERSON

Councilmember Rigel Robinson, Council District 7, (510) 981-7170
Max Mankita, Fellow

Attachment:

1: Letter of support

2: Bill text

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB2234

April 26, 2022

The Honorable Rob Rivas
California State Assembly
1021 O Street
Sacramento, CA 95814

RE: AB 2234 Rivas – Expediting permitting Process

Dear Assemblymember Rivas:

The Berkeley City Council would like to convey its full support for AB 2234.

Berkeley, like all cities in the Bay Area, is experiencing the effects of an acute housing shortage. One barrier that many projects face in the construction timeline is unnecessary and unanticipated delays in obtaining building and other postentitlement phase permits. These delays in turn become costs that may be passed on to tenants and raise housing prices.

AB 2234 is a straightforward solution to this problem. It puts in place common-sense requirements that will make permitting more accessible and transparent in an area that has been overlooked in other state efforts. Crucially, it does so without imposing state standards or overriding local discretion, but rather providing a universal framework within which local governments have the flexibility to craft local solutions. This balanced approach is appropriate for the problem and will hopefully result in expedited construction across the state.

The Berkeley City Council supports AB 2234 and thanks you for your leadership on this important issue.

Sincerely,

The Berkeley City Council

CC: Senator Nancy Skinner
Assemblymember Buffy Wicks



Office of the City Manager

ACTION CALENDAR
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Henry Oyekanmi, Director, Finance
 Subject: Issuance of \$40,000,000 General Obligation Bonds for Measure O – Affordable Housing

RECOMMENDATION

Adopt a Resolution authorizing the issuance and sale of general obligation bonds to finance acquisition and improvement of affordable housing and authorizing actions related thereto.

FISCAL IMPACTS OF RECOMMENDATION

The issuance of the Measure O general obligation bonds will allow proceeds to be applied to projects previously identified by City Council related to affordable housing. This is the second series of the \$135,000,000 bond authorization. The Measure O tax levy was started in FY 2019/20.

BACKGROUND

At an election held on November 6, 2018, more than two-thirds of the voters of the City approved a proposition, designated as Measure O, authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of \$135,000,000 to create and preserve affordable housing for low-income households, working families, and individuals including teachers, seniors, veterans, the homeless, and persons with disabilities. It is anticipated that the full authorization will be issued over 10 years through four series of bonds.

On April 16, 2020, the City issued its \$38,000,000 City of Berkeley 2020 General Obligation Bonds (2018 Election Measure O: Affordable Housing) (Federally Taxable), which was the first series of bonds under the Measure O authorization.

RATIONALE FOR RECOMMENDATION

The City has identified projects that need immediate funding, and the bond authorization provides the ability to issue bonds at any time. Despite recent volatility in the bond markets, the projected tax rate is anticipated to be lower than originally estimated in the election materials.

PRELIMINARY OFFICIAL STATEMENT

The attached Preliminary Official Statement has been reviewed and approved for transmittal to the City Council by the City’s financing team. The distribution of the Preliminary Official Statement by the City is subject to federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Preliminary Official Statement to include all facts that would be material to an investor in the proposed bonds. Material information is information that there is a substantial likelihood would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell the bonds. If the City Council concludes that the Preliminary Official Statement includes all facts that would be material to an investor in the bonds, it must adopt a resolution that authorizes staff to execute a certificate to the effect that the Preliminary Official Statement has been “deemed final.”

The Securities and Exchange Commission (the “SEC”), the agency with regulatory authority over the City’s compliance with the federal securities laws, has issued guidance as to the duties of the City Council with respect to its approval of the Preliminary Official Statement. In its “Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors” (Release No. 36761 / January 24, 1996) (the “Release”), the SEC indicated that, if a member of the City Council has knowledge of any facts or circumstances that an investor would want to know about prior to investing in the bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the Preliminary Official Statement. In the Release, the SEC indicated that the steps that a member of the City Council could take include becoming familiar with the Preliminary Official Statement and questioning staff and consultants about the disclosure of such facts.

The bonds are payable solely from ad valorem property taxes levied by the City and collected by Alameda County, as described in the section of the Preliminary Official Statement captioned “SECURITY FOR THE BONDS.” However, investors in the bonds consider information about the City’s financial position to be material, and the City has included that information in Appendix A to the Preliminary Official Statement: “FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF BERKELEY AND ALAMEDA COUNTY.” The City’s Comprehensive Annual Financial Report for fiscal year 2020-21 is included in Appendix B to the Preliminary Official Statement.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or climate impacts associated with the issuance and sale of the bonds.

ALTERNATIVE ACTIONS CONSIDERED

None

CONTACT PERSON

Henry Oyekanmi, Director, Finance Department, 510-981-7326

Attachments:

- 1: Resolution – Resolution of the City Council of the City of Berkeley Authorizing the Issuance and Sale of Not to Exceed \$40,000,000 Principal Amount of General Obligation Bonds to Finance Acquisition and Improvement of Affordable Housing and Authorizing Actions Related Thereto
- 2: Draft Preliminary Official Statement
- 3: Draft Custodian Agreement
- 4: Draft Paying Agency Agreement
- 5: Draft Official Notice of Sale
- 6: Draft Notice of Intention
- 7: Overview of Federal Securities Laws

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BERKELEY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$40,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS TO FINANCE ACQUISITION AND IMPROVEMENT OF AFFORDABLE HOUSING, AND AUTHORIZING ACTIONS RELATED THERETO

WHEREAS, the City of Berkeley (the “City”) is empowered under Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Bond Law”) to its issue general obligation bonds which are authorized by two-thirds of the electors voting on the proposition; and

WHEREAS, more than two-thirds of the electors voting at an election held on November 6, 2018, voted for a proposition (the “Bond Proposition”) authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of \$135,000,000 for the purpose of providing funds for the acquisition and improvement of affordable housing; and

WHEREAS, on April 16, 2020, the City issued the initial series of general obligation bonds under the authority of the Bond Proposition, in the initial principal amount of \$38,000,000, entitled the City of Berkeley 2020 General Obligations Bonds (2018 Election Measure O: Affordable Housing) (Federally Taxable) (the “2020 Bonds”); and

WHEREAS, the City Council wishes at this time to authorize the issuance and sale of a second series of general obligation bonds under such authority in the aggregate principal amount of not to exceed \$40,000,000 (the “Bonds”) under this Resolution and in conformity with the Bond Law; and

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Bonds that has been obtained by the City Council and is hereby disclosed and made public; and

WHEREAS, pursuant to Resolution No. 67,871-N.S. (March 24, 2017), this City Council previously approved a Debt Management and Disclosure Policy which complies with Government Code Section 8855, and the delivery of the Bonds will be in compliance with said policy;

NOW THEREFORE, BE IT RESOLVED by the Council, as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, and (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Proposition” means the proposition submitted to and approved by more than two-thirds of the voters on November 6, 2018, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement for the Bonds, which is approved under Section 3.02.

“Bond Sale Documentation” means (a) if the Bonds are sold by competitive bidding in accordance with Section 3.01(a), the Official Notice of Sale and the winning bid of the Original Purchaser, or (b) if the Bonds are sold by negotiation in accordance with Section 3.01(b), the Bond Purchase Agreement between the City and the Original Purchaser.

“Bonds” means the City of Berkeley 2022 General Obligation Bonds, Series B (2018 Election Measure O: Affordable Housing) (Federally Taxable) authorized to be issued under this Resolution in the aggregate principal amount approved hereunder.

“City” means the City of Berkeley, a charter city and municipal corporation organized under the Constitution and laws of the State of California, and any successor thereto.

“City Representative” means the Mayor, the City Manager, the Finance Director and any other officer of the City authorized by resolution of the City Council of the City to act on behalf of the City with respect to this Resolution and the Bonds.

“Closing Date” means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

“County” means the County of Alameda, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“Debt Service Fund” means the account established and held by the City under Section 4.03.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Interest Payment Date” means September 1, 2022, and the first day of each succeeding March and September, or such other dates determined by a City Representative in connection with the pricing of the Bonds.

“Official Notice of Sale” means the Official Notice of Sale for the Bonds, which is approved under Section 3.01.

“Original Purchaser” means the original purchaser of the Bonds at the public or negotiated sale thereof.

“Outstanding,” when used as of any particular time with reference to Bonds, means all Bonds except: (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City under this Resolution.

“Owner”, whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

“Paying Agent” means the Paying Agent appointed by the City and acting as paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Principal Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder, as such office or offices shall be identified in a written notice filed with the City by the Paying Agent.

“Project Fund” means the fund established and held by the City under Section 4.02.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the City Council on [April 26], 2022, and including all amendments hereto and supplements hereof which are duly adopted by the City Council from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate.

“Supplemental Resolution” means any resolution supplemental to or amendatory of this Resolution, adopted by the City in accordance with Article VIII.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Written Request of the City” means an instrument in writing signed by a City Representative or by any other officer of the City duly authorized to act on behalf of the City under a written certificate of a City Representative.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Bonds, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization.* Bonds in the aggregate original principal amount of not to exceed \$40,000,000 are hereby authorized by the City to be issued by the City under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance the acquisition and improvement of affordable housing, as provided in the Bond Proposition, and to pay the Costs of Issuance incurred in connection therewith. This Resolution constitutes a continuing agreement between the City and the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds are designated the “City of Berkeley 2022 General Obligation Bonds, Series B (2018 Election Measure O: Affordable Housing) (Federally Taxable).”

SECTION 2.02. *Terms of Bonds.*

(a) Principal Amount of Bonds. The Bonds are authorized to be issued in the aggregate principal amount of not to exceed \$40,000,000.

(b) Form; Numbering. The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$5,000 each or any integral multiple thereof. The Bonds will be lettered and numbered as the Paying Agent prescribes.

(c) Date of Bonds. The Bonds will be dated as of the Closing Date.

(d) CUSIP Identification Numbers. “CUSIP” identification numbers will be imprinted on the Bonds, but such numbers do not constitute a part of the contract evidenced by the Bonds and no error or omission with respect thereto will constitute cause for refusal of the Original Purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City to use such CUSIP numbers in any notice to Owners of the Bonds will not constitute an event of default or any violation of the City’s contract with such Owners and will not impair the effectiveness of any such notice.

(e) Determination of Maturities and Interest Rates. The Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) on September 1 in each year commencing September 1, 2023 and continuing to and including September 1, 2052. The exact principal amount of the Bonds maturing on September 1 in each year shall be determined upon the sale of the Bonds, in accordance with the Bond Sale Documentation.

Each Bond will bear interest at the respective rates to be determined upon the sale of the Bonds in accordance with Article III. Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- a Bond is authenticated as of an Interest Payment Date, in which event it will bear interest from such date,

- a Bond is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- a Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date, or
- at the time of authentication of a Bond, interest is in default thereon, in which event it will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(f) Manner of Payment. Interest on the Bonds (including the final interest payment upon maturity) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid by wire transfer on the succeeding Interest Payment Date to an account in the United States of America as shall be specified in such written request. Principal of and premium (if any) on the Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

SECTION 2.03. *Redemption.*

(a) Optional Redemption. The Bonds shall be subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on the dates and upon payment of a redemption price (equal to the principal amount of Bonds to be redeemed together with a redemption premium, if any) as determined upon the sale of the Bonds in accordance with the Bond Sale Documentation.

(b) Mandatory Sinking Fund Redemption. If and to the extent specified in the Bond Sale Documentation, any maturity of the Bonds will be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on September 1 in each of the years and in the respective principal amounts set forth in such bid, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, in each case without premium, together with interest accrued thereon to the redemption date. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of Term Bonds to be redeemed in each year under this subsection (b) shall be reduced on a pro rata basis in integral multiples of \$5,000, as designated in written notice filed by the City with the Paying Agent.

(c) Selection of Bonds for Redemption. Whenever less than all of the Outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond shall be deemed to consist of individual Bonds of \$5,000 denominations which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, (i) to the Securities Depositories and the Municipal Securities

Rulemaking Board, and (ii) to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds. The City is entitled to send a redemption notice that declares that the redemption is conditional upon the availability of moneys to accomplish the redemption, and the City may rescind any notice of optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this section. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the City, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice. The Paying Agent shall cancel all Bonds redeemed under this Section 2.03, and shall submit to the City a certificate of cancellation.

SECTION 2.04. *Form of Bonds.* The form of the Bonds, including the form of the Paying Agent's Certificate of Authentication and the form of Assignment to appear thereon, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Bonds.* The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk who are in office on the date of adoption of this Resolution or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Original Purchaser, such signature will nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Original Purchaser. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond are the proper officers of the City although at the nominal date of such Bond any such person does not serve as such officer of the City.

Only those Bonds bearing a Certificate of Authentication in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, will be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such Certificate of Authentication of the Paying Agent constitutes conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Bonds.* Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The City may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds is surrendered for transfer, the City shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

SECTION 2.07. *Exchange of Bonds.* Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The City may charge a reasonable sum for each new Bond issued upon any exchange.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC will be the Owner of all of the Bonds, and the Bonds will be registered in the name of Cede & Co. as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the City shall be affected by any notice to the contrary. The Paying Agent and the City shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the City as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Bonds. The City shall cause to be paid all principal and interest with respect to the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the City determines that it is in the best interest of the beneficial owners that they be able to obtain Bonds and delivers a written certificate to DTC and the City to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Bonds. In such event, the City shall issue, transfer and exchange Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City shall be obligated to deliver Bonds as described in this Resolution. Whenever DTC requests the City to do so, the City will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Bonds to any Depository System Participant having Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Bonds.

SECTION 2.10. *Bonds Mutilated, Lost, Destroyed or Stolen.* If any Bond becomes mutilated the City, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. The Paying Agent shall cancel every mutilated Bond so surrendered to it. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and, if such evidence is satisfactory to the City and the City receives satisfactory indemnity, the City, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen.

The City may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the City and the Paying Agent. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and such Bond will be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued under this Resolution.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Bond for which principal has or is about to become due for a Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Bond in accordance with its terms.

ARTICLE III

SALE OF BONDS

SECTION 3.01. *Competitive Sale of Bonds*

(a) Approval of Official Notice of Sale; Competitive Sale Procedures. The Bonds shall be offered for sale by competitive bid in accordance with the provisions of the Official Notice of Sale in substantially the form on file with the City Clerk together with such additions thereto and changes therein as may be approved by a City Representative. The City Council hereby authorizes and directs a City Representative to accept the best responsible bid for the Bonds, to be determined in accordance with the related Official Notice of Sale. A City Representative, on behalf of the City, may exercise his or her own discretion and judgment in awarding the sale of the Bonds, and may, in his or her discretion, reject any and all bids and waive any irregularity or informality in any bid. Sale of the Bonds shall be awarded, or all bids shall be rejected, not later than 24 hours after the expiration of the time prescribed for the receipt of proposals unless such time of award is waived by the successful bidder.

(b) Publication of Notice of Intention. The City Council hereby approves and authorizes the publication by Bond Counsel of a notice of the City's intention to sell the Bonds, in form and substance acceptable to Bond Counsel, in accordance with applicable law.

(c) Furnishing of Documents. The municipal advisor to the City, NHA Advisors, LLC is hereby authorized and directed by the City to cause to be furnished to prospective bidders a reasonable number of copies of said Official Notice of Sale and a reasonable number of copies of the Preliminary Official Statement relating to the Bonds.

SECTION 3.02. *Negotiated Sale of Bonds.* The Bonds are authorized to be sold by negotiated sale if either (a) no bids are received when the Bonds are offered for public sale under Section 3.01, or (b) bids are received but such bids are not satisfactory as to price or responsibility of the bidders as determined by a City Representative, as a result of which all bids are rejected. In such event, the Bonds are authorized to be sold by negotiation with an underwriter or investment bank which is designated by a City Representative upon consultation with NHA Advisors, LLC as municipal adviser to the City. The Bonds shall be sold to such underwriter or investment bank under the Bond Purchase Agreement in a form deemed advisable by a City Representative, whose execution shall be conclusive evidence of the City Council's approval of such Bond Purchase Agreement. A City Representative is hereby authorized to accept a bid from such underwriter or investment bank to purchase the Bonds, and to execute the Bond Purchase Agreement on behalf of the City; provided that the true interest cost on the Bonds shall not exceed 4.75% and the underwriter's discount shall not exceed 1.5% of the principal amount of the Bonds. If it is determined to sell the Bonds by negotiation, a City Representative shall disclose the identity of the underwriter at the public meeting first occurring after the bond underwriter has been selected, along with the estimated costs associated with the bond issuance and the circumstances that led to the negotiated sale.

SECTION 3.03. *Official Statement.* The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 ("Rule"), the Preliminary Official Statement describing the Bonds in substantially the form on file with the City Clerk. A City Representative is hereby authorized to execute an appropriate certificate stating the City Council's determination that the Preliminary Official Statement has been deemed final

within the meaning of such Rule. Distribution of the Preliminary Official Statement in connection with the sale of the Bonds is hereby approved. Each City Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a City Representative shall be conclusive evidence of the approval of any such changes and additions. The City Council hereby authorizes the distribution of the final Official Statement. The final Official Statement shall be executed in the name and on behalf of the City by a City Representative.

SECTION 3.04. *Costs of Issuance Custodian Agreement.* The City shall pay the costs of issuing the Bonds from original issue premium received from the Original Purchaser of the Bonds. The City Council hereby authorizes a City Representative to execute on behalf of the City a Costs of Issuance Custodian Agreement with The Bank of New York Mellon Trust Company, N.A. in substantially the form on file with the City Clerk. As provided in said agreement, amounts provided for payment of the costs of issuing the Bonds shall be deposited thereunder and the payment of costs shall be requisitioned by a City Representative in accordance with said agreement.

SECTION 3.05. *Paying Agency Agreement.* The City Council hereby authorizes a City Representative to execute on behalf of the City a Paying Agency Agreement with The Bank of New York Mellon Trust Company, N.A. in substantially the form on file with the City Clerk. As provided in said agreement, The Bank of New York Mellon Trust Company, N.A. will act as Paying Agent as described in this Resolution.

Section 3.06. *Professional Services.* The City Council hereby approves and confirms the engagement of NHA Advisors, LLC to act as the City's municipal advisor in connection with the issuance and sale of the Bonds, and the engagement of Jones Hall, A Professional Law Corporation, to act as the City's bond counsel and disclosure counsel in connection with the issuance of the Bonds.

ARTICLE IV

FUNDS AND ACCOUNTS

SECTION 4.01. *Application of Proceeds of Sale of Bonds.* On the Closing Date, the proceeds of sale of the Bonds shall be paid by the Original Purchaser to the City, and shall be applied on the Closing Date as follows: (a) the City shall cause to be transferred an amount of the original issue premium equal to the estimated Costs of Issuance to The Bank of New York Mellon Trust Company, N.A., to be held and administered in accordance with the agreement which is approved under Section 3.04; (b) after making the transfer described in the preceding clause (a), the City shall deposit in the Debt Service Fund any remaining original issue premium (if any) received by the City on the sale of the Bonds; and (c) the City shall deposit the remainder of such proceeds in the Project Fund.

SECTION 4.02. *Project Fund.* The City Council hereby establishes a special fund to be held by the City separate and apart from all other funds of the City, to be known as the Project Fund. The proceeds from the sale of the Bonds, to the extent required under Section 4.01(c), shall be deposited by the City in the Project Fund, and shall be expended by the City solely for the payment of the costs of acquisition or improvement of real property for which the Bond proceeds are authorized to be expended under the Bond Proposition. All interest and other gain

arising from the investment of amounts deposited to the Project Fund shall be retained in the Project Fund and used for the purposes thereof. Any amounts remaining on deposit in the Project Fund and not needed for the purposes thereof shall be withdrawn from the Project Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest and premium (if any) on the Bonds.

SECTION 4.03. *Debt Service Fund.* The City Council hereby establishes a special fund to be held by the City separate and apart from all other funds of the City, to be known as the Debt Service Fund. All taxes levied by the County, as directed by the City herein, for the payment of the principal of and interest and premium (if any) on the Bonds in accordance with Section 5.03 shall be deposited in the Debt Service Fund by the City promptly upon the receipt thereof from the County. The Debt Service Fund is hereby pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The City shall transfer amounts in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, to the Paying Agent as required to pay the principal of and interest and premium (if any) on the Bonds. Alternatively, the City may direct the County to transfer such taxes, in whole or in part, directly to the Paying Agent for the purpose of making payments of principal of and interest and premium (if any) on the Bonds.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the City shall transfer such amounts to its General Fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

SECTION 4.04. *Investments.* The City shall invest all moneys held in any of the funds or accounts established with it hereunder in accordance with the investment policies of the City, as such policies shall exist at the time of investment, and in accordance with Section 53601 of the California Government Code.

ARTICLE V

OTHER COVENANTS OF THE CITY; SECURITY FOR THE BONDS

SECTION 5.01. *Punctual Payment.* The City shall punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Resolution, and shall faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Bonds. Nothing herein contained prevents the City from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Extension of Time for Payment.* In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner.

SECTION 5.03. *Security for the Bonds.* The Bonds are general obligations of the City and the City has the power, is obligated and hereby covenants to levy ad valorem taxes upon all

property within the City subject to taxation by the City, without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with the Bond Law and Section 43632 of the of the Government Code of the State of California. Amounts in the General Fund of the City are not pledged to the payment of the Bonds. However, nothing herein limits the ability of the City to provide for payment of the principal of and interest and premium (if any) on the Bonds from any source of legally available funds of the City. Any amounts so advanced by the City from legally available funds may be reimbursed from ad valorem property taxes subsequently collected under this Section 5.03.

SECTION 5.04. *Books and Accounts; Financial Statement.* The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries are made of all transactions relating to the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.05. *Protection of Security and Rights of Bond Owners.* The City will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the City may not contest the authorization, issuance, sale or repayment of the Bonds.

SECTION 5.06. *Tax Treatment of the Bonds.* The City Council hereby determines that it does not intend for the interest on the Bond to be excluded from gross income of the Owners of the Bonds for federal income tax purposes.

SECTION 5.07. *Continuing Disclosure.* The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a City Representative is hereby authorized and directed to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered a default by the City hereunder or under the Bonds; however, any Participating Original Purchaser (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.08. *Further Assurances.* The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as Paying Agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the City a certificate to that effect.

The City may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or under the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the City and the Bond Owners of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent becomes effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Paying Agent May Hold Bonds.* The Paying Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Paying Agent.* The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent has no liability for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in

the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate will be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The City will pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The City further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF BOND OWNERS

SECTION 7.01. *Remedies of Bond Owners.* Upon the happening and continuation of any default by the City hereunder or under the Bonds, any Bond Owner has the right, for the equal benefit and protection of all Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it;

- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bond Owners' rights; or
- (c) by suit, action or proceeding in any court of competent jurisdiction, to require the City and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Bonds is exclusive of any other remedy. Each remedy is cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* For any one or more of the following purposes and at any time or from time to time, the City Council may by Supplemental Resolution amend this Resolution in whole or in part, without the consent of any of the Bond Owners:

- (a) to add to the covenants and agreements of the City in this Resolution, other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, which in any event does not materially adversely affect the interests of the Bond Owners, in the opinion of Bond Counsel filed with the City; or
- (d) if applicable, to make such additions, deletions or modifications as may be necessary to assure compliance with the applicable provisions of the Tax Code relating to the rebate of excess investment earnings to the United States or otherwise as may be necessary to assure that the interest on the Bonds remains excludable from gross income of the Owners thereof for federal income tax purposes, in the opinion of Bond Counsel filed with the City.

SECTION 8.02. *Amendments Effective With Consent to the Owners.* Any modification or amendment of this Resolution and of the rights and obligations of the City and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given. Without the consent of the Owners of all affected Bonds, no such modification or amendment may (a) change the maturity of the principal of any Bonds or any interest payable thereon, (b) reduce the principal amount of the Bonds or the rate of interest

thereon, (c) reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, (d) change any of the provisions in Section 7.01 relating to a default by the City hereunder or under the Bonds, (e) reduce the amount of moneys pledged for the repayment of the Bonds. Without the consent of the Paying Agent, no such modification or amendment may change or modify any of the rights or obligations of the Paying Agent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, is intended to give to any person other than the City, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance.*

(a) Discharge of Resolution. Bonds may be paid by the City, in whole or in part, in any of the following ways provided that the City also pays or causes to be paid any other sums payable hereunder by the City:

- (i) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount to pay such Bonds as provided in Section 9.02(c);
or
- (iii) by delivering such Bonds to the Paying Agent for cancellation by it.

If the City pays all Outstanding Bonds and also pays or causes to be paid all other sums payable hereunder by the City, then and in that case, at the election of the City (evidenced by a certificate of a City Representative filed with the Paying Agent, signifying the intention of the City to discharge all such indebtedness and this Resolution), and notwithstanding that any Bonds have not been surrendered for payment, this Resolution, all taxes and other assets pledged under this Resolution and all covenants, agreements and other obligations of the City under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the City, the Paying Agent shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the City and shall execute and deliver to the City all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it under this Resolution which are not required for the payment of Bonds not theretofore surrendered for such payment.

(b) Discharge of Liability on Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount to pay any Outstanding Bond Bonds as provided

in Section 9.02(c), then all liability of the City in respect of such Bond will cease and be completely discharged, except only that thereafter the Owner thereof is entitled only to payment of the principal of and interest on such Bond by the City, and the City remains liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) apply in all events.

The City may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the City acquires in any manner whatsoever, and such Bonds, upon such surrender and cancellation, will be deemed paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and must be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or
- (ii) Federal Securities the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the City, will provide money sufficient to pay the principal of and all unpaid interest to maturity on the Bonds to be paid, as such principal and interest become due.

(d) Payment of Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal of, or interest on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable, if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall, upon request of the City, be repaid to the City free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease. Before the repayment of such moneys to the City as aforesaid, the Paying Agent may (at the cost of the City) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing

acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same are proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond binds all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No City Council member, officer, agent or employee of the City has any individual or personal liability for the payment of the principal of or interest on the Bonds. Nothing herein contained relieves any City Council member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Destruction of Canceled Bonds.* Whenever in this Resolution provision is made for the surrender to the City of any Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent constitutes the equivalent of the surrender of such canceled Bonds and the City is entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

SECTION 9.06. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution is for any reason held illegal or unenforceable, such holding will not affect the validity of the remaining portions of this Resolution. The City hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable.

SECTION 9.07. *Execution of Documents.* Each City Representative, and any and all other officers of the City, are each authorized and directed in the name and on behalf of the City to make any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Bonds, including an agreement for paying agent services. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

SECTION 9.08. *Effective Date of Resolution.* This Resolution becomes effective upon the date of its passage and adoption.

APPENDIX A
FORM OF BOND

REGISTERED BOND NO. R-____

\$

CITY OF BERKELEY
2022 GENERAL OBLIGATION BOND, SERIES B
(2018 Election Measure O: Affordable Housing) (Federally Taxable)

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP
% per annum	September 1,	_____, 2022	[]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

The CITY OF BERKELEY, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, together with interest thereon at the Interest Rate set forth above, calculated on a 30/360 day basis, until the Principal Amount hereof is paid or provided for, such interest to be paid on March 1 and September 1 of each year, commencing September 1, 2022 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before February 15, 2023, in which event it shall bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each

succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of \$_____ aggregate principal amount of bonds (collectively, the "2022 Bonds") issued for the purpose of raising money to finance the acquisition and improvement of affordable housing, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith. The 2022 Bonds have been issued under authority of and under the laws of the State of California, and the requisite two-thirds vote of the electors of the City cast at an election held on November 6, 2018, upon the question of issuing bonds in the aggregate principal amount of \$135,000,000, and under a resolution of the City Council of the City adopted on [April 26], 2023 (the "Bond Resolution"). The 2022 Bonds are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the City, which taxes are unlimited as to rate or amount.

The principal of and interest and redemption premium, if any, on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the City, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions other than the City, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the City other than ad valorem taxes levied upon all taxable property in the City.

The 2022 Bonds are issuable only as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The City and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The 2022 Bonds maturing on or before September 1, 20__, are not subject to redemption prior to their respective stated maturities. The 2022 Bonds maturing on or after September 1, 20__, are subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on September 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

The 2022 Bonds maturing on September 1, 20__, September 1, 20__ and September 1, 20__ (the "Term Bonds") are subject to redemption prior to their stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund

payments on each September 1, on and after September 1, 20__ in the principal amounts as set forth in the following tables:

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
-------------------------------	-------------------

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
-------------------------------	-------------------

\$_____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
-------------------------------	-------------------

The Paying Agent shall give notice of the redemption of the 2022 Bonds at the expense of the City. Such notice shall specify: (a) that the 2022 Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the 2022 Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the 2022 Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each 2022 Bond to be redeemed, the portion of the principal amount of such 2022 Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of any redemption of 2022 Bonds shall be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any 2022 Bonds designated for redemption, at their addresses appearing on the bond registration books maintained by the Paying Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of such 2022 Bonds or the cessation of accrual of interest thereon from and after the redemption date.

The City may provide conditional notices of optional redemption, and the City is entitled to rescind any notice of optional redemption of the 2022 Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission.

Neither the City nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any 2022 Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Paying Agent and the Registered Owners, and the terms and conditions upon which the 2022 Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the 2022 Bonds in order to make them legal, valid and binding general obligations of the City, have been performed and have been met in regular and due form as required by law; that payment in full for the 2022 Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the 2022 Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the City in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the City are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Berkeley has caused this Bond to be executed by the facsimile signature of its Mayor and attested by the facsimile signature of its City Clerk, all as of the date stated above.

CITY OF BERKELEY

By _____
Mayor

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein.

Date of Authentication: _____, 2022

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, as Paying
Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint

_____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

**REQUIRED DISCLOSURES PURSUANT TO
GOVERNMENT CODE SECTION 5852.1**

1. Estimated True Interest Cost of the Bonds: 4.11%
2. Estimated finance charge of the Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$815,000. Such amount consists of costs of issuing the Bonds in the amount of approximately \$215,000 together with estimated underwriter's compensation in the amount of \$600,000.
3. Estimated proceeds of the Bonds expected to be received by the City for deposit to the Project Fund, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Bonds: \$39,185,000.
4. Estimated Total Payment Amount for the Bonds, being the sum of all debt service to be paid on the Bonds to final maturity: \$69,769,567.

**All amounts and percentages are estimates, and are made in good faith by the City based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding federally taxable interest rates available in the bond market at the time of pricing the Bonds.*

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

NEW ISSUE - FULL BOOK-ENTRY

RATING:
S&P: "___"

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, under existing law, the interest on the Bonds is not excluded from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "LEGAL MATTERS – No Federal Tax Exemption."



\$ _____*
CITY OF BERKELEY
2022 General Obligation Bonds, Series B
(2018 Election Measure O: Affordable Housing)
(Federally Taxable)

Dated: Date of Delivery

Due September 1, as shown on inside front cover

Issuance. The general obligation bonds captioned above (the "Bonds") are being issued by the City of Berkeley (the "City") under provisions of the California Government Code and under a Resolution adopted by the City Council of the City (the "City Council") on April 26, 2022 (the "Bond Resolution"). The Bonds were authorized at an election of the registered voters of the City held on November 6, 2018, which authorized the issuance of general obligation bonds for the purpose of financing the improvement and acquisition of affordable housing (the "2018 Authorization"). The Bonds are the second series of bonds to be sold and issued under the 2018 Authorization. See "THE BONDS – Authority for Issuance."

Purpose. The Bonds are being issued for the purpose of financing the improvement and acquisition of affordable housing. See "PLAN OF FINANCE – Purpose of Issue."

Security. The Bonds are general obligations of the City, payable solely from ad valorem property taxes levied by the City and collected by Alameda County (the "County"). The City Council is empowered and is obligated to annually levy ad valorem taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the City, without limitation of rate or amount (except certain personal property that is taxable at limited rates). See "SECURITY FOR THE BONDS."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). The Bonds are issuable as fully registered securities in denominations of \$5,000 or any integral multiple of \$5,000. Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interest in the Bonds. See "THE BONDS" and "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. Interest on the Bonds accrues from the date of delivery and is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022. Payments of principal and interest on the Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., as Paying Agent, to DTC for subsequent disbursement to DTC Participants, which will remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption. The Bonds are subject to optional and mandatory redemption prior to maturity. See "THE BONDS – Redemption."

The following firm, serving as municipal advisor to the City, has structured this issue.



Maturity Schedule
(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the City, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the City. Certain legal matters are being passed upon for the City by the City Attorney. It is anticipated that the Bonds, in book entry form, will be available for delivery by DTC in New York, New York, on or about May 24, 2022*.

The date of this Official Statement is _____, 2022.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE
(Base CUSIP†: _____)

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP†</u>
--	-----------------------------------	--------------------------------	--------------	--------------	---------------

C: Priced to first par optional call date of September 1, 20__.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc on behalf of The American Bankers Association. Neither the City nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the City or the Underwriter. This Official Statement and the information contained herein are subject to completion or amendment without notice.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations relating to the Bonds other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Estimates and Projections. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the City and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by the City.

Involvement of Underwriter. The Underwriter (as defined in “UNDERWRITING”) has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the City, or the other parties described in this Official Statement, or the condition of the property within the City since the date of this Official Statement.

Website. The City maintains a website; however, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

CITY OF BERKELEY

ELECTED OFFICIALS

Jesse Arreguín, Mayor
Rashi Kesarwani, Councilmember District 1
Terry Taplin, Councilmember District 2
Ben Bartlett, Councilmember District 3
Kate Harrison, Councilmember District 4
Sophie Hahn, Councilmember District 5
Susan Wengraf, Councilmember District 6
Rigel Robinson, Councilmember District 7
Lori Droste, Councilmember District 8

CITY OFFICIALS

Dee Williams-Ridley
City Manager

LaTanya Bellow
Interim Deputy City Manager

Henry Oyekanmi
Director of Finance

Paul Buddenhagen
Deputy City Manager

Farimah Brown
City Attorney

Jenny Wong
City Auditor

PROFESSIONAL SERVICES

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

MUNICIPAL ADVISOR

NHA Advisors, LLC
San Rafael, California

BOND REGISTRAR, TRANSFER AGENT, AND PAYING AGENT

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas

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OFFICIAL STATEMENT

\$ _____*

CITY OF BERKELEY
2022 General Obligation Bonds, Series B
(2018 Election Measure O: Affordable Housing)
(Federally Taxable)

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the bonds captioned above (the “**Bonds**”) by the City of Berkeley (the “**City**”). All capitalized terms used in this Official Statement, unless noted otherwise, have the meanings set forth in the Bond Resolution (as defined below).

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in Alameda County (the “**County**”) on the east side of the San Francisco Bay, approximately 10 miles northeast of San Francisco. The City encompasses a total area of approximately 19 square miles and had an estimated January 1, 2021, population of 116,761 [TO BE UPDATED FOLLOWING MARCH CENSUS RESULTS], giving it the highest population density of any city in the East Bay. The City is defined to a large degree, both culturally and economically, by the presence of the University of California campus located on the eastern side of the City. The University of California is a major component of the City's economy, employing more than 232,500 full and part-time workers across all University of California campuses.

The City is among the oldest in California. The City was founded in 1864, incorporated as a town in 1878, and incorporated as a city in 1909. The City's charter was adopted in 1895.

See “APPENDIX A – FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF BERKELEY AND ALAMEDA COUNTY” and “APPENDIX B – COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR YEAR ENDED JUNE 30, 2021,” for demographic and financial information regarding the City.

* Preliminary; subject to change.

COVID-19 Statement. The COVID-19 pandemic has resulted in a public health crisis that is fluid and unpredictable with financial and economic impacts that cannot be predicted. As such, investors are cautioned that the City cannot at this time predict the impacts that the ongoing pandemic or other public health emergencies may have on its operations and finances, property values in the City, and economic activity in the City, the State of California (the “**State**”) and the nation, among others. For more disclosure regarding the COVID-19 emergency, see “SECURITY FOR THE BONDS – COVID-19 Pandemic.”

Authority for Issuance. The Bonds are being issued under Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and pursuant to and consistent with the Charter of the City. The City authorized the issuance of the Bonds under a Resolution adopted by the City Council of the City (the “**City Council**”) on April 26, 2022 (the “**Bond Resolution**”). The Bonds are the second series of bonds issued under the 2018 Authorization. Following the issuance of the Bonds, there will be \$ _____ remaining under the 2018 Authorization.* See “THE BONDS – Authority for Issuance.”

Purpose for Issuance. The net proceeds of the Bonds will be used to finance affordable housing projects, as approved by the voters at an election held in the City on November 6, 2018 (the “**Bond Election**”) with respect to the bond measure known as Measure O. See “PLAN OF FINANCE – Purpose of Issue.”

Security and Sources of Payment for the Bonds. The Bonds are general obligations of the City payable solely from ad valorem property taxes levied by the City and collected by the County. The City Council is empowered and is obligated to annually levy ad valorem taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the City, without limitation of rate or amount (except with respect to certain personal property that is taxable at limited rates). See “SECURITY FOR THE BONDS.”

The impact that the current COVID-19 outbreak might have on the assessed valuation of property located in the City is uncertain at this time. See “PROPERTY TAXATION – Assessed Valuations” and “SECURITY FOR THE BONDS – COVID-19 Pandemic.”

Payment and Registration of the Bonds. The Bonds will be dated their date of original issuance and delivery (the “**Dated Date**”) and will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 or any integral multiple of \$5,000, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described below. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See “THE BONDS” and “APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Interest on the Bonds accrues from the Dated Date and is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022. See “THE BONDS – Description of the Bonds.”

Early Redemption. The Bonds are subject to optional and mandatory redemption prior to their maturity as described in “THE BONDS - Redemption.”

* Preliminary; subject to change.

Other Information. This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the City of Berkeley City Clerk, 2180 Milvia Street, Berkeley, California 94704, (510) 981-7000. The City may impose a charge for copying, mailing and handling.

PLAN OF FINANCE

Purpose of Issue

The proceeds of the Bonds will be used to finance projects approved by more than the requisite 2/3 of City voters at the Bond Election. The abbreviated form of the ballot measure for Measure O was:

“Shall the measure to issue \$135 million in bonds to create and preserve affordable housing for low-income households, working families, and individuals including teachers, seniors, veterans, the homeless, and persons with disabilities; subject to citizen oversight and independent audits, be adopted?”

The Bonds will be the second series of bonds issued pursuant to the authority received at the Bond Election.

Sources and Uses of Funds

The estimated sources and uses of funds with respect to the Bonds will be applied as follows:

Sources of Funds

Principal Amount of Bonds
Plus: Net Original Issue Premium
Less: Underwriter’s Discount
Total Sources

Uses of Funds

Deposit to Project Fund
Deposit to Debt Service Fund
Costs of Issuance⁽¹⁾
Total Uses

(1) Includes Municipal Advisor fees, Bond Counsel and Disclosure Counsel fees, printing costs, rating agency fees and other related costs.

THE BONDS

Authority for Issuance

The Bonds are issued under Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “**Act**”) and other applicable law, and pursuant to the City’s powers under and consistent with the Charter of the City. The City Council authorized the issuance of the Bonds pursuant to the Bond Resolution.

The net proceeds of the Bonds will be used to finance affordable housing projects, as approved by the voters at an election held in the City on November 6, 2018 (the “**Bond Election**”) with respect to the bond measure known as Measure O.

The City received authorization at the Bond Election, by an affirmative vote of more than 2/3 of the eligible voters within the City (the “**2018 Authorization**”) to issue \$135,000,000 of general obligation bonds. The Bonds are the second series of Bonds to be sold and issued under the 2018 Authorization.

Description of the Bonds

Book-Entry Form. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“**DTC**”). Purchasers of the Bonds (the “**Beneficial Owners**”) will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice.

The Paying Agent, the City, and the Underwriter of the Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

See “APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Interest. Interest on the Bonds is payable semiannually on March 1 and September 1 of each year (the “**Interest Payment Dates**”), commencing September 1, 2022.

Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

1. a Bond is authenticated as of an Interest Payment Date, in which event it will bear interest from such date,
2. a Bond is authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding the Interest Payment Date (each,

a “**Record Date**”), in which event it will bear interest from such Interest Payment Date,

3. a Bond is authenticated on or before August 15, 2022, in which event it shall bear interest from the Closing Date, or
4. at the time of authentication of a Bond, interest is in default thereon, in which event it will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Denominations and Maturity. The Bonds shall be issued in denominations of \$5,000 each or any integral multiple of \$5,000. The Bonds mature on September 1 in the years and amounts set forth on the inside cover page hereof.

See the maturity schedule on the inside cover page hereof and “DEBT SERVICE SCHEDULE” below.

Payment

Interest on the Bonds (including the final interest payment upon maturity) is payable by check of the Paying Agent mailed to the owner thereof at such owner’s address as it appears on the Registration Books (as defined below) at the close of business on the preceding Record Date, except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid by wire transfer on the succeeding Interest Payment Date to an account in the United States of America as shall be specified in such written request.

Principal of and premium (if any) on the Bonds is payable in lawful money of the United States of America upon presentation and surrender at the principal office of the Paying Agent.

Redemption*

Optional Redemption. The Bonds maturing on or before September 1, 20__, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after September 1, 20__, are subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on September 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ and September 1, 20__ (the “**Term Bonds**”) are subject to redemption prior to their stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments on each September 1, on and after September 1, 20__, in the principal amounts as set forth in the following tables:

* Preliminary; subject to change.

\$ _____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
-------------------------------	-------------------

(Maturity)

\$ _____ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount
-------------------------------	-------------------

(Maturity)

If some but not all of the Term Bonds have been optionally redeemed, the aggregate principal amount of Term Bonds to be subject to Mandatory Sinking Fund Redemption in each year will be reduced on a pro rata basis in integral multiples of \$5,000, as designated in written notice filed by the City with the Paying Agent.

Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, (i) to the Securities Depositories and the Municipal Securities Rulemaking Board, and (ii) to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books (as defined below) maintained by the Paying Agent. Such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Bonds.

The City is entitled to send a redemption notice that declares that the redemption is conditional upon the availability of moneys to accomplish the redemption, and the City may rescind any notice of optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this section. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission.

A redemption notice will state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and will require that such Bonds be then surrendered at the principal office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Partial Redemption. Upon surrender of Bonds redeemed in part only, the City will execute and the Paying Agent will authenticate and deliver to the owner, at the expense of the

City, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption. From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under the Bond Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Registration, Transfer and Exchange of Bonds

If the book-entry system as described above and in Appendix E is no longer used with respect to the Bonds, the following provisions will govern the registration, transfer, and exchange of the Bonds.

Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Bonds (the "**Registration Books**"), which will at all times be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Bonds.

Transfer. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the principal office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The City may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Paying Agent will authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

Exchange. Bonds may be exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The City may charge a reasonable sum for each new Bond issued upon any exchange.

Defeasance

The City has the option to pay and discharge the entire indebtedness on all or any portion of the outstanding Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity:
 - (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity;
or

(ii) Federal Securities (as defined below), the principal of and interest on, which when due, in the opinion of a certified public accountant delivered to the City, will provide money sufficient to pay the principal of and all unpaid interest to maturity on the Bonds to be paid, as such principal and interest become due.

(c) by delivering such Bonds to the Paying Agent for cancellation by it.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations, the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

DEBT SERVICE SCHEDULES

The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions).

<u>Year Ending September 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
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Total

Combined Debt Service Schedule. In addition to the Bonds described herein, the City has other series of general obligation bonds and refunding bonds outstanding. The following table shows the combined debt service schedule for outstanding general obligation bonds and refunding bonds of the City following the issuance of the Bonds, assuming no optional redemptions.

Year Ending September 1	2014 Bonds	2015 Refunding Bonds	2016 Bonds	2017 Bonds	2020 Measure O Bonds	2020A Refunding Bonds	2020B Refunding Bonds	2021 Measure T-1 Bonds	The Bonds	Total Debt Service
2022	\$905,250.00	\$3,106,587.50	\$748,112.50	\$1,748,806.26	\$2,020,340.00	\$543,700.00	\$814,187.50	\$2,795,825.00		
2023	901,750.00	3,103,087.50	747,112.50	1,747,306.26	2,020,740.00	540,450.00	814,437.50	2,970,825.00		
2024	902,500.00	3,099,087.50	745,362.50	1,749,056.26	2,023,790.00	536,700.00	813,687.50	2,053,325.00		
2025	905,350.00	3,104,337.50	747,862.50	1,748,806.26	2,020,790.00	537,450.00	811,937.50	2,052,325.00		
2026	902,225.00	3,108,087.50	748,062.50	1,746,556.26	2,021,915.00	537,450.00	819,187.50	2,049,075.00		
2027	903,250.00	3,105,287.50	752,662.50	1,746,156.26	2,021,990.00	541,700.00	814,937.50	2,053,575.00		
2028	905,450.00	2,140,087.50	756,462.50	1,749,356.26	2,021,015.00	544,950.00	814,687.50	2,050,325.00		
2029	901,850.00	1,001,287.50	764,462.50	1,748,956.26	2,023,990.00	542,200.00	813,187.50	2,049,575.00		
2030	902,650.00	399,887.50	770,962.50	1,746,906.26	2,020,740.00	548,700.00	815,437.50	2,051,075.00		
2031	902,650.00	399,975.00	771,862.50	1,746,906.26	2,021,440.00	543,950.00	816,187.50	2,051,875.00		
2032	901,850.00	399,737.50	772,312.50	1,746,006.26	2,023,452.50	547,550.00	816,587.50	2,053,475.00		
2033	904,575.00	398,768.76	772,312.50	1,749,206.26	2,024,327.50	550,350.00	815,987.50	2,048,875.00		
2034	906,268.76	397,043.76	774,437.50	1,746,356.26	2,024,065.00	549,100.00	814,387.50	2,053,225.00		
2035	901,931.26	399,968.76	781,187.50	1,747,606.26	2,022,665.00	555,300.00	818,687.50	2,051,225.00		
2036	905,243.76	397,368.76	786,750.00	1,747,806.26	2,020,127.50	557,100.00	817,600.00	2,052,425.00		
2037	902,243.76	398,956.26	791,787.50	1,746,956.26	2,020,502.50	557,250.00	815,700.00	2,053,025.00		
2038	903,150.00	--	795,562.50	1,748,518.76	2,024,190.00	556,950.00	816,950.00	2,053,025.00		
2039	902,743.76	--	798,787.50	1,748,831.26	2,021,002.50	556,200.00	818,850.00	2,052,425.00		
2040	906,025.00	--	806,462.50	1,747,893.76	2,021,127.50	--	--	2,051,225.00		
2041	901,825.00	--	813,450.00	1,749,018.76	2,024,377.50	--	--	2,049,425.00		
2042	906,275.00	--	819,750.00	1,748,681.26	2,020,565.00	--	--	2,052,025.00		
2043	903,925.00	--	828,600.00	1,746,881.26	2,024,877.50	--	--	2,048,925.00		
2044	--	--	836,550.00	1,748,618.76	2,021,940.00	--	--	2,050,225.00		
2045	--	--	843,600.00	1,748,731.26	2,022,540.00	--	--	2,053,675.00		
2046	--	--	849,750.00	1,747,218.76	2,021,270.00	--	--	2,051,275.00		
2047	--	--	--	1,747,037.50	2,023,130.00	--	--	2,050,887.50		
2048	--	--	--	--	2,022,950.00	--	--	2,049,600.00		
2049	--	--	--	--	2,020,730.00	--	--	2,052,412.50		
2050	--	--	--	--	2,021,470.00	--	--	2,049,212.50		
2051	--	--	--	--	--	--	--	2,050,112.50		
Total	\$19,878,981.30	\$24,959,556.30	\$19,624,225.00	\$45,444,181.50	\$58,642,060.00	\$9,847,050.00	\$14,682,625.00	\$63,204,500.00		

SECURITY FOR THE BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the City, payable solely from ad valorem property taxes levied by the City and collected by the County. The City is empowered and is obligated to annually levy ad valorem taxes for the payment of the Bonds and the interest thereon upon all property within the City subject to taxation by the City, without limitation of rate or amount (except certain personal property that is taxable at limited rates).

Levy and Collection. The City will levy and the County will collect such ad valorem taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is maintained by the City and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

City property taxes are assessed and collected by the County in the same manner, at the same time and in the same installments as other ad valorem taxes on real property and will have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the other ad valorem taxes on real property. As described below, although the County has adopted the Teeter Plan, the City has elected not to participate in the Teeter Plan, meaning that the City receives all of the property taxes that are actually collected, and the City also receives any penalties and interest on delinquent taxes. See “PROPERTY TAXATION – Alternative Method of Tax Apportionment – Teeter Plan.”

Annual Tax Rates. The amount of the annual ad valorem tax levied by the City to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the City and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the City may cause the annual tax rate to fluctuate.

Economic and other factors beyond the City’s control, such as economic recession, deflation of land values, a relocation out of the City or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood or other natural disaster, could cause a reduction in the assessed value within the City and necessitate a corresponding increase in the annual tax rate. See “PROPERTY TAXATION – Assessed Valuation – Factors Relating to Increases/Decreases in Assessed Value.” See also “— COVID-19 Global Pandemic.”

Debt Service Fund

The City will establish the Debt Service Fund for the Bonds (the “**Debt Service Fund**”), which will be established as a separate fund to be maintained distinct from all other funds of the City. All taxes levied by the City pursuant to the Bond Resolution for the payment of the principal of and interest and premium (if any) on the Bonds will be deposited in the Debt Service Fund by the City promptly upon receipt from the County. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The City will transfer amounts in the Debt Service Fund, to the extent necessary to

pay the principal of and interest on the Bonds as the same become due and payable, to the Paying Agent, as required to pay the principal of and interest and premium (if any) on the Bonds.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the City shall transfer such amounts to its General Fund, to be applied solely in a manner that is consistent with the requirements of applicable state and federal tax law.

Limited Obligation

The Bonds are payable solely from the proceeds of an ad valorem tax levied by the City, and collected by the County, for the payment of principal and interest on the Bonds. Although the County is obligated to collect the ad valorem tax for the payment of the Bonds, the Bonds are not a debt of the County.

COVID-19 Global Pandemic

General. The spread of the novel strains of coronavirus that causes the disease known as COVID-19 (“**COVID-19**”) and local, state, and federal actions in response to COVID-19, is having a significant impact on the economy and on the City’s operations and finances. On February 11, 2020, the World Health Organization (“**WHO**”) announced the official name for the outbreak of COVID-19, an upper respiratory tract illness. COVID-19 has since spread across the globe. The COVID-19 pandemic has had an adverse effect on, among other things, the world economy, global supply chain, international travel, and a number of travel-related industries. The temporary and permanent business closures caused by the COVID-19 pandemic have led to a stark increase in unemployment across the County and the nation. Depending on the length and the breadth of the impacts of the COVID-19 pandemic, the economic costs may be very significant for the City and the region’s economy. On June 8, 2020, the National Bureau of Economic Research announced that the United States of America (the “**U.S.**”) officially entered into a recession in February 2020. In addition, capital markets in the United States and globally have been volatile.

In mid-March 2020, based on guidance and directives from the State and public health agencies, all counties in the Bay Area and the City implemented and revised Shelter-in-Place (“**Shelter-in-Place**”) emergency orders or directives, which directed individuals to stay home, except for limited travel for the conduct of essential services. Most retail establishments (including restaurants, bars and nightclubs, entertainment venues and gyms) were closed in response to the Shelter-in-Place orders or directives. The Governor of the State announced similar Shelter-in-Place emergency orders effective for the entire State, which were lifted in June 2021.

In December 2020, two vaccines were approved for emergency use in the United States and vaccinations began in California. A third vaccine was approved for emergency use in February 2021. In July 2021, as a result of the Delta variant, all Bay Area counties and the City issued recommendations that all persons wear masks in indoor settings, regardless of vaccination status, and the recommendation became mandatory in August 2021. Also in August 2021, booster shots became available to all Americans. In January 2022, the Omicron variant surged in the State, and began to wane in February 2022 and on February 16, 2022, the State and the City lifted the indoor mask mandate in most public settings for vaccinated people.

Impacts of COVID-19 Emergency Uncertain. The COVID-19 pandemic is still ongoing, however, indications are strong that the pandemic is transitioning to its endemic stage though its dynamic nature leads to uncertainties. There are many variables that will continue to contribute

to the economic impact of the COVID-19 pandemic and the recovery, including the length of time social distancing measures are in place, the effectiveness of State and Federal governments' relief programs and the timing for the containment and treatment of COVID-19. The ultimate impact of COVID-19 on the City's operations and finances is not fully known, and it may be some time before the full impact of the COVID-19 pandemic is known.

General Obligation Bonds Secured by Ad Valorem Tax Revenues. Notwithstanding the impacts the COVID-19 emergency may have on the economy in the State, the County and the City or on the City's general purpose revenues, the Bonds described herein are voter-approved general obligations of the City payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, and are not payable from the general fund of the City. The City cannot predict the impacts that the Coronavirus emergency might have on local property values or tax collections. See "SECURITY FOR THE BONDS – *Ad Valorem* Taxes" and "PROPERTY TAXATION – Tax Levies and Delinquencies" herein.

PROPERTY TAXATION

Property Tax Collection Procedures

In California, property that is subject to ad valorem taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing state assessed public utilities' property and property, the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent

taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities are assessed by the State Board of Equalization ("**SBE**") and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary property," a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

Assessed Valuation History. The following is a table summarizing the historical assessed valuation of the taxable property in the City.

Table 1
CITY OF BERKELEY
Assessed Valuations of All Taxable Property
Fiscal Years 2012-13 to 2021-22

<u>Fiscal Year</u>	<u>Local Secured⁽¹⁾</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>Percent Change</u>
2012-13	\$12,834,926,300	\$555,664	\$673,174,230	\$13,508,656,194	--%
2013-14	13,686,258,913	555,664	677,170,723	14,363,985,300	6.33
2014-15	14,116,003,890	630,615	658,143,878	14,774,778,383	2.86
2015-16	15,224,697,461	388,860	702,428,523	15,927,514,844	7.80
2016-17	16,200,483,693	388,860	711,062,469	16,911,935,022	6.18
2017-18	17,376,072,698	443,960	809,921,331	18,186,437,989	7.54
2018-19	18,696,664,672	443,960	731,012,747	19,428,121,379	6.82
2019-20	19,926,615,530	424,880	860,872,387	20,787,912,797	7.00
2020-21	21,450,331,604	424,880	931,765,413	22,382,521,897	7.67
2021-22	22,405,866,300	513,120	950,013,132	23,356,392,552	4.35

(1) Amounts are net of homeowners' exemption.
Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases

in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and natural disasters such as earthquakes, fires, floods and droughts.

Earthquakes. According to the HayWired Earthquake Scenario - Earthquake Hazards Report by the U.S. Geological Survey, there is a 33% chance that an earthquake with a magnitude of 6.7 or greater will occur in the Bay Area before 2043. Such an earthquake would cause severe shaking and three types of ground failure in the City. Resulting landslides are expected in the Berkeley Hills, which could range from a few inches to tens of feet. Liquefaction, which could occur in much of the City's flat areas could destroy pavement and dislodge foundations.

If an earthquake with a 6.9 magnitude occurs on the Hayward Fault, the City estimates that over 600 buildings in the City will be completely destroyed and over 20,000 more will be damaged. The City's General Plan estimates that building damage in the City could exceed \$2 billion, with losses to business activity and infrastructure adding to this figure.

Wildfires. Wildfires have occurred in recent years in different regions of the State, the most destructive of which have burned thousands of acres and destroyed thousands of homes and structures. Many of these fires have originated in wildlands adjacent to urban areas. Although the recent wildfires have not included territory within the City's boundaries, the City is vulnerable to a wind-driven fire starting along the City's eastern border.

The City cannot predict or make any representations regarding the effects that natural disasters including but not limited to earthquakes, fires, floods, droughts and related conditions may have on the value of taxable property within the City, or to what extent the effects said disasters might have had on economic activity in the City or throughout the State. See also "SECURITY FOR THE BONDS – COVID-19 Global Pandemic."

Property Tax Base Transfer Ballot Measure. On November 3, 2020, State voters approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment ("**Proposition 19**"), which will: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) broaden the scope of legal entity ownership changes that trigger reassessment of properties. The City cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the City.

Assessed Valuation by Land Use. The following table shows the land use of parcels in the City, according to assessed valuation. As shown, the majority of land in the City is used for residential purposes.

Table 2
CITY OF BERKELEY
Assessed Valuation and Parcels by Land Use
Fiscal Year 2021-22

	2021-22	% of	No. of	% of
Non-Residential:	Assessed Valuation ⁽¹⁾	Total	Parcels	Total
Commercial/Office	\$2,401,859,634	10.72%	1,576	5.39%
Vacant Commercial	138,464,146	0.62	53	0.18
Industrial	1,118,271,198	4.99	407	1.39
Vacant Industrial	12,591,284	0.06	21	0.07
Recreational	46,321,029	0.21	18	0.06
Government/Social/Institutional	<u>22,454,524</u>	<u>0.10</u>	<u>650</u>	<u>2.22</u>
Subtotal Non-Residential	\$3,739,961,815	16.69%	2,725	9.33%
Residential:				
Single Family Residence	\$11,586,512,407	51.71%	17,476	59.81%
Condominium/Townhouse	1,108,274,649	4.95	2,919	9.99
Cooperative	29,994,404	0.13	103	0.35
2-4 Residential Units	2,340,096,872	10.44	4,015	13.74
5+ Residential Units/Apartments	3,516,689,332	15.70	1,496	5.12
Miscellaneous Residential	2,781,068	0.01	10	0.03
Vacant Residential	<u>81,555,753</u>	<u>0.36</u>	<u>474</u>	<u>1.62</u>
Subtotal Residential	\$18,665,904,485	83.31%	26,493	90.67%
Total	\$22,405,866,300	100.00%	29,218	100.00%

(1) Local Secured Assessed Valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Residential Parcels. The following table shows a breakdown of the assessed valuations of improved single-family residential parcels in the City, according to assessed valuation.

**Table 3
CITY OF BERKELEY
Per Parcel 2021-22 Assessed Valuation
of Single-Family Homes**

	<u>No. of Parcels</u>	<u>2021-22 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
Single Family Residential	17,476	\$11,586,512,407	\$662,996	\$534,309

<u>2021-22 Assessed Valuation</u>	<u>No. of Parcels ⁽¹⁾</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$99,999	1,748	10.002%	10.002%	\$ 115,560,420	0.997%	0.997%
\$100,000 - \$199,999	2,215	12.675	22.677	318,532,509	2.749	3.747
\$200,000 - \$299,999	1,543	8.829	31.506	385,069,141	3.323	7.070
\$300,000 - \$399,999	1,518	8.686	40.192	530,159,402	4.576	11.646
\$400,000 - \$499,999	1,301	7.444	47.637	584,231,052	5.042	16.688
\$500,000 - \$599,999	1,211	6.930	54.566	664,791,253	5.738	22.426
\$600,000 - \$699,999	1,135	6.495	61.061	737,188,649	6.362	28.788
\$700,000 - \$799,999	1,005	5.751	66.812	755,266,910	6.519	35.307
\$800,000 - \$899,999	985	5.636	72.448	835,665,228	7.212	42.519
\$900,000 - \$999,999	938	5.367	77.815	889,830,161	7.680	50.199
\$1,000,000 - \$1,099,999	709	4.057	81.872	742,356,825	6.407	56.606
\$1,100,000 - \$1,199,999	543	3.107	84.979	624,830,658	5.393	61.999
\$1,200,000 - \$1,299,999	458	2.621	87.600	570,887,184	4.927	66.926
\$1,300,000 - \$1,399,999	449	2.569	90.169	604,399,143	5.216	72.142
\$1,400,000 - \$1,499,999	349	1.997	92.166	505,298,881	4.361	76.503
\$1,500,000 - \$1,599,999	285	1.631	93.797	440,216,230	3.799	80.303
\$1,600,000 - \$1,699,999	228	1.305	95.102	375,364,942	3.240	83.542
\$1,700,000 - \$1,799,999	166	0.950	96.052	290,068,774	2.504	86.046
\$1,800,000 - \$1,899,999	139	0.795	96.847	256,403,310	2.213	88.259
\$1,900,000 - \$1,999,999	96	0.549	97.396	186,705,703	1.611	89.870
\$2,000,000 and greater	455	2.604	100.000	1,173,686,032	10.130	100.000
	<u>17,476</u>	<u>100.000%</u>		<u>\$11,586,512,407</u>	<u>100.000%</u>	

(1) Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment - Teeter Plan

The Board of Supervisors of the County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to participating political subdivisions, for which the County acts as the tax-levying or tax-collecting agency. In return, the County receives and retains delinquent payments, penalties and interest as collected that would have been due the local agency in the absence of the Teeter Plan. The City has elected not to participate in the Teeter Plan, so the City receives property taxes actually collected, as well as any penalties and interest on delinquent taxes.

The property tax levies and collections for the City for fiscal years 2011-12 through 2020-21 are shown in the following table:

Table 4
CITY OF BERKELEY
SECURED TAX CHARGES AND DELINQUENCIES
2011-12 TO 2020-21
(Dollar amounts in thousands)

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amount Delinquent June 30	% Delinquent June 30
2011-12	\$40,085,111.77	\$814,536.14	2.03%
2012-13	40,863,072.01	588,607.19	1.44
2013-14	43,482,172.03	491,490.18	1.13
2014-15	45,452,269.29	477,676.28	1.05
2015-16	48,936,168.63	607,465.93	1.24
2016-17	52,097,423.06	562,295.75	1.08
2017-18	56,317,983.19	488,950.31	0.87
2018-19	59,739,122.88	512,267.28	0.86
2019-20	63,775,410.84	663,946.24	1.04
2020-21	68,573,256.97	647,280.27	0.94

(1) 1% General Fund apportionment.

Source: California Municipal Statistics, Inc.

Appeals of Assessed Value

There are two types of appeals of assessed values that could adversely impact property tax revenues within the City.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the least of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the SBE, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by the County Assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter.

The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

In certain recent years, Proposition 8 appeals resulted in changes to assessed valuation, as shown below.

<u>Year</u>	<u>Changes in Assessed Valuation</u>
2017-18	\$367,662,854
2018-19	1,125,587,690
2019-20	1,359,907,418
2020-21	1,233,243,959
2021-22	_____

The City cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate City assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Tax Rates

The table below shows historical property tax rates within the City:

Table 5
CITY OF BERKELEY
TYPICAL TAX RATE PER \$100 ASSESSED VALUATION
(TRA 13-000 – 2021-22 Assessed Valuation: \$21,754,831,318 ⁽¹⁾)

	Fiscal Year <u>2017-18</u>	Fiscal Year <u>2018-19</u>	Fiscal Year <u>2019-20</u>	Fiscal Year <u>2020-21</u>	Fiscal Year <u>2021-22</u>
Countywide Rate	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000
Alameda County	--	.0112	.0108	.0036	.0041
Berkeley Unified School District Bonds	.1218	.1264	.1204	.0999	.1451
Peralta Community College District	.0310	.0269	.0257	.0452	.0407
Bay Area Rapid Transit	.0084	.0070	.0120	.0139	.0060
East Bay Municipal Utility District	.0021	--	--	--	--
East Bay Regional Park District	.0011	.0057	.0060	.0014	.0020
City of Berkeley	<u>.0492</u>	<u>.0507</u>	<u>.0435</u>	<u>.0540</u>	<u>.0529</u>
Total	\$1.2136	\$1.2279	\$1.2184	\$1.2180	\$1.2508

(1) Net of homeowners' exemption.

Source: California Municipal Statistics, Inc.

Major Taxpayers

The following table shows the twenty largest taxpayers in the City as determined by their secured assessed valuations in 2021-22.

Table 6
CITY OF BERKELEY
Largest 2021-22 Local Secured Taxpayers

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2021-22 Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1.	Bayer Healthcare LLC	Industrial	\$ 332,826,295	1.49%
2.	1500 San Pablo LLC	Apartments	158,742,094	0.71
3.	Berkeley Multifamily I Property Owner LLC	Apartments with Retail	101,471,374	0.45
4.	Granite Library Gardens LP	Apartments	93,002,964	0.42
5.	Kaiser Foundation Health Plan Inc.	Industrial/Commercial Land	81,786,607	0.37
6.	MCREF Acheson LLC	Apartments	80,732,905	0.36
7.	Hanumandla R. & Hanumandla J. Reddy, Trustees	Apartments	77,712,768	0.35
8.	CVBAF ACQ LLC	Apartments	77,591,422	0.35
9.	Parkershattuck Owner LLC	Apartments	62,246,369	0.28
10.	CLPF Hillside Village LP	Apartments	59,521,830	0.27
11.	RI Berkeley LLC	Apartments	57,673,242	0.26
12.	1950 Addison Apartment Joint Venture LLC	Apartments	56,628,028	0.25
13.	Enclave Partners DH LLC	Apartments with Retail	55,751,663	0.25
14.	CPF Berkeley Varsity LLC	Apartments	55,687,639	0.25
15.	Essex Berkeley 4th Street LP	Condominiums with Retail	53,546,305	0.24
16.	Higby JV LLC	Apartments	52,082,927	0.23
17.	Berkeley Downtown Hotel Owner LLC	Hotel	50,953,230	0.23
18.	Garr Land & Resource Management, Inc.	Industrial	45,785,259	0.20
19.	Sterling Berkeley Haste LP	Apartments	44,277,219	0.20
20.	University Park Berkeley LLC	Apartments	43,443,953	0.19
			<u>\$1,641,464,093</u>	<u>7.33%</u>

(1) 2020-21 Local Secured Assessed Valuation: \$22,405,866,300.

Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. and effective March 1, 2022. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Report and whose territory overlaps the City; (2) the second column shows the percentage that the City’s assessed valuation represents of the total assessed valuation of each public agency identified in the first column; and the third column is an apportionment of the dollar amount of each public agency’s outstanding debt to property in the City, as determined by multiplying the total outstanding debt of each agency by the percentage of the City’s assessed valuation represented in the second column.

**Table 7
CITY OF BERKELEY
STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT
(As of March 1, 2022)**

2021-22 Assessed Valuation: \$23,356,392,552

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 3/1/22</u>
Alameda County	6.738%	\$ 12,380,738
Bay Area Rapid Transit District	2.625	48,164,550
Peralta Community College District	18.303	73,069,237
Berkeley Unified School District	99.997	332,345,029
City of Berkeley	100.000	177,140,000⁽¹⁾
East Bay Regional Park District	4.192	7,775,741
City of Berkeley Thousand Oaks Heights AFUU Assessment District	100.000	910,000
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$651,785,295
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Alameda County and Coliseum Obligations	6.738%	\$50,842,590
Alameda-Contra Costa Transit District Certificates of Participation	7.978	929,836
Peralta Community College District Pension Obligation Bonds	18.303	23,428,688
City of Berkeley Lease Revenue Bonds and Certificates of Participation	100.000	20,420,000
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$95,621,114
COMBINED TOTAL DEBT		\$747,406,409⁽²⁾

Ratios 2021-22 Assessed Valuation:

Direct Debt (\$177,140,000)	0.76%
Total Direct and Overlapping Tax and Assessment Debt	2.79%
Combined Direct Debt (\$197,560,000)	0.85%
Combined Total Debt	3.20%_

(1) Excludes Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING CITY REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an ad valorem tax levied by the City for the payment thereof. See “THE BONDS” and “SECURITY FOR THE BONDS” above. Articles XIII A, XIII B, XIII C and XIII D of the State Constitution, Propositions 62, 111, and 218 and 1A, and certain other provisions of law discussed below are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the City to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the City to levy taxes for payment of the Bonds. The tax levied by the City for payment of the Bonds was approved by the City’s voters in compliance with Article XIII A and all applicable laws.

Article XIII A of the State Constitution

On June 6, 1978, California voters approved Proposition 13, which added Article XIII A to the State Constitution. Article XIII A, as amended, limits the amount of any ad valorem tax on real property to one percent of the full cash value thereof, except that additional ad valorem taxes may be levied to pay debt service (i) on indebtedness approved by the voters prior to July 1, 1978, (ii) on bonded indebtedness approved by a two-thirds vote on or after July 1, 1978, for the acquisition or improvement of real property or (iii) bonded indebtedness incurred by a school district, community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters voting on the proposition. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under “full cash value,” or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment.” This full cash value may be increased at a rate not to exceed two percent per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100 percent of market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Article XIII B of the State Constitution

In addition to the limits Article XIII A imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "appropriations limit" imposed by Article XIII B which effectively limits the amount of such revenues those entities are permitted to spend. Article XIII B, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIII B also does not limit appropriation of local revenues to pay debt service on Bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity have their own appropriations limits. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years.

If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The City has never exceeded its appropriations limit. Because the issuance of the Bonds has been approved by the voters, the tax levy that is required to pay debt service on the Bonds is not subject to the limitations of Article XIII B.

Articles XIII C and XIII D of the State Constitution

On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIII C and XIII D to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges. The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a

number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City require a majority vote and taxes for specific purposes, even if deposited in the City's General Fund, require a two-thirds vote. The voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Article XIII D also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a "special benefit," as defined in Article XIII D, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. If the City is unable to continue to collect these revenues, the services and programs funded with these revenues would have to be curtailed and/or the City's General Fund might have to be used to support them. The City is unable to predict whether or not in the future it will be able to continue all existing services and programs funded by the fees, charges and assessments in light of Proposition 218 or, if these services and programs are continued, which amounts (if any) would be used from the City's General Fund to continue to support these activities.

Article XIII C also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund.

Proposition 62

Proposition 62 was adopted by the voters at the November 4, 1986, general election and (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIII A, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

California appellate court cases have overturned the provisions of Proposition 62 pertaining to the imposition of taxes for general government purposes. However, the California Supreme Court upheld Proposition 62 in its decision on August 28, 1995, in *Fresno County Transportation Authority v. Guardino*. This decision reaffirmed the constitutionality of Proposition 62. Certain matters regarding Proposition 62 were not addressed in the Supreme Court's decision, such as what remedies exist for taxpayers subject to a tax not in compliance with Proposition 62, and whether the decision applies to charter cities. The City has not experienced any substantive adverse financial impact as a result of the passage of this initiative.

Proposition 1A

Proposition 1A, proposed by the Legislature in connection with the State's Fiscal Year 2004-05 Budget, approved by the voters in November 2004 and generally effective in Fiscal Year 2006-07, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must be approved by two-thirds of both houses of the Legislature. Proposition 1A provides, however, that beginning in fiscal year 2008-09, the State may shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state financial hardship, the shift is approved by two-thirds of both houses and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the motor vehicle license fee rate currently in effect, 0.65 percent of vehicle value, the State must provide local governments with equal replacement revenues. Further, Proposition 1A requires the State, beginning July 1, 2005, to suspend State mandates affecting cities, counties and special districts, excepting mandates relating to employee rights, schools or community colleges, in any year that the State does not fully reimburse local governments for their costs to comply with such mandates.

Proposition 1A may result in increased and more stable City revenues. The magnitude of such increase and stability is unknown and would depend on future actions by the State. However, Proposition 1A could also result in decreased resources being available for State programs. This reduction, in turn, could affect actions taken by the State to resolve budget difficulties. Such actions could include increasing State taxes, decreasing spending on other State programs or other action, some of which could be adverse to the City.

Proposition 22

Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 amended the state Constitution to eliminate or reduce the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues. Notwithstanding the passage of Proposition 22, the State successfully dissolved redevelopment agencies.

Possible Future Initiatives

Articles XIII A, XIII B, XIII C and XIII D and Propositions 62, 111, 218 and 1A were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the City or the City's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the City.

LEGAL MATTERS

No Federal Tax Exemption

Federal Tax Status. Interest on the Bonds is not excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal individual alternative minimum tax.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

Form of Opinion. A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX C.

Continuing Disclosure

The City will covenant for the benefit of owners of the Refunding Bonds to provide certain financial information and operating data relating to the City by not later than April 1 after the end of each fiscal year of the City (currently June 30), commencing April 1, 2023, with the report for the 2021-22 fiscal year (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events.

The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in the form of Continuing Disclosure Certificate attached as APPENDIX D. These covenants will be made in order to assist the Purchaser (as defined below) in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**").

The City and its related governmental entities have previously entered into numerous disclosure undertakings under the Rule in connection with the issuance of long-term obligations. See Note 8 of the City's Comprehensive Annual Financial Report attached to this Official Statement as APPENDIX B.

In the previous five years, the City failed to timely file a material event notice in connection with changes to the credit rating for one series of the City's bonds. [TO BE UPDATED/CONFIRMED] To ensure future compliance with its continuing disclosure

undertakings, the City has developed procedures for including all required continuing disclosure information in the supplementary section of its audited financial statements. In addition, the City has engaged NHA Advisors, LLC, to review this information annually to ensure compliance with its continuing disclosure undertakings, including the undertaking to be entered into in connection with the Refunding Bonds.

Neither the County nor any other entity other than the City shall have any obligation or incur any liability whatsoever with respect to the performance of the City's duties regarding continuing disclosure.

Absence of Material Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to the purchasers at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened questioning the political existence of the City or contesting the City's ability to receive ad valorem taxes or to collect other revenues or contesting the City's ability to issue and repay the Bonds.

The City is routinely subject to lawsuits and claims. In the opinion of the City, the aggregate amount of the uninsured liabilities of the City under these lawsuits and claims will not materially affect the financial position or operations of the City. The City may be or may become a party to lawsuits and claims which are unrelated to the Refunding Bonds or actions taken with respect to the Bonds and which have arisen in the normal course of operating the City, including as a result of the COVID-19 pandemic. The City maintains certain insurance policies which provide coverage under certain circumstances and with respect to certain types of incidents. The City cannot predict what types of claims may arise in the future.

RATING

Upon issuance of the Bonds, S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), will assign the Bonds a rating of "___."

The City has furnished to S&P information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by the rating agencies. The ratings reflect only the view of such organization and an explanation of the significance of such rating may be obtained from S&P.

There is no assurance that the rating will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agency, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

MUNICIPAL ADVISOR

The City has retained NHA Advisors, LLC, San Rafael, California, as its municipal advisor (the "**Municipal Advisor**") in connection with the preparation of this Official Statement and with respect to the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and

has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. NHA Advisors, LLC, is an independent registered municipal advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The Municipal Advisor's compensation is contingent upon the delivery of the Bonds.

UNDERWRITING

Purchase of the Bonds. Under the terms of a competitive bid, _____ (the "Underwriter") has agreed to purchase the Bonds at a price of \$_____ (which is equal to the aggregate principal amount of the Bonds (\$_____), plus a [net] original issue premium of \$_____, less an Underwriter's discount of \$_____). The Underwriter will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the "Official Notice of Sale," including the approval of certain legal matters by counsel and certain other conditions.

Offering of the Bonds. The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriter may offer and sell to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

EXECUTION

The execution of this Official Statement and its delivery have been approved by the City Council.

CITY OF BERKELEY

By: _____
Director of Finance

APPENDIX A

FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION
FOR THE CITY OF BERKELEY AND ALAMEDA COUNTY

Introduction

The City of Berkeley, California (the “**City**”) is located in Alameda County (the “**County**”) on the east side of the San Francisco Bay, approximately 10 miles northeast of San Francisco. The City encompasses a total area of approximately 19 square miles and had an estimated population of 116,761 as of January 1, 2021 [TO BE UPDATED FOLLOWING RELEASE OF CENSUS RESULTS IN MARCH 2022], giving it the highest population density of any city in the East Bay. The City is defined to a large degree, both culturally and economically, by the presence of the University of California campus located on the eastern side of the City. The University of California is a major component of the City’s economy, employing more than 232,500 full and part-time workers across all University of California campuses statewide.

The City is among the oldest in California. The City was founded in 1864, incorporated as a town in 1878, and incorporated as a city in 1909. The City’s first charter was adopted in 1895.

Population

Population figures for the City, County and State for the last five years are shown in the following table.

CITY OF BERKELEY
Population Estimates
As of January 1

Year	City of Berkeley	County of Alameda	State of California
2017	121,210	1,644,303	39,352,398
2018	121,763	1,651,760	39,519,535
2019	122,297	1,659,608	39,605,361
2020	122,364	1,663,114	39,648,938
2021	116,761	1,656,591	39,466,855

Source: State Department of Finance estimates (as of January 1).

City Government

The City operates under a Council-Manager form of government. The City is governed by a nine-member City Council, eight of whom are elected by district, plus the Mayor, who is elected on a city-wide basis. The Mayor and the City Council members serve four-year terms. The Council appoints a City Manager who is responsible for daily administration of City affairs and preparation and submission of the annual budget under the direction of the Mayor and the City Council for the Mayor’s submission to the City Council. The City Manager appoints a Director of Finance to supervise the City’s financial affairs. The Director of Finance also serves as the City’s Treasurer.

The City Attorney, City Clerk and Director of Finance are appointed by the City Manager subject to City Council approval. The City Auditor is elected at the same time as the Mayor. Current member of the City Council are shown below:

<u>Member</u>	<u>District</u>	<u>Term Expires</u>
Jesse Arreguín	Mayor	11/30/2024
Rashi Kesarwani	1	11/30/2022
Terry Taplin	2	11/30/2024
Ben Bartlett	3	11/30/2024
Kate Harrison	4	11/30/2022
Sophie Hahn	5	11/30/2024
Susan Wengraf	6	11/30/2024
Rigel Robinson	7	11/30/2022
Lori Droste	8	11/30/2022

CITY FINANCIAL INFORMATION

Possible Impacts of COVID-19

As described in this Official Statement, while indications are that the COVID-19 pandemic is transitioning to its endemic stage, many variables will continue to contribute to the economic impact of the COVID-19 pandemic and the recovery. The ultimate impact of COVID-19 on the City’s operations and finances is not fully known, and it may be some time before the full impact of the COVID-19 pandemic is known. The Bonds described in this Official Statement are not secured by the City’s general fund, but rather are voter-approved general obligations of the City payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, and are not payable from the general fund of the City. See “SECURITY FOR THE BONDS – COVID-19 Global Pandemic.”

Accounting Policies and Financial Reporting

The accounts of the City are organized on the basis of funds and account groups, to account for different activities. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which the spending activities are controlled. The City’s general fund and other governmental fund types use the modified accrual basis of accounting. All of the City’s other funds, including proprietary fund types and fiduciary fund types use the accrual basis of accounting. The basis of accounting for all funds is more fully explained in the “Notes to the Financial Statements” contained in APPENDIX B.

The City Council employs, at the beginning of each fiscal year, an independent certified public accountant who, at such time or times as specified by the City Council, at least annually, and at such other times as he or she shall determine, examines the combined financial statements of the City in accordance with generally accepted auditing standards, including such tests of the accounting records and such other auditing procedures as such accountant considers necessary. As soon as practicable after the end of the fiscal year, a final audit and report is submitted by such

accountant to the City Council and a copy of the financial statements as of the close of the fiscal year is published.

The City, all its funds and the funds of certain other component entities of the City are audited annually by a certified public accounting firm. The firm of Badawi and Associates, Certified Public Accounts, Oakland, California, is the City's current auditor (the "**Auditor**"). The annual comprehensive financial report of the City for fiscal year 2020-21 is attached hereto as APPENDIX B. *The City's financial statements are public documents and are included within this Official Statement without the prior approval of the Auditor.*

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) government-wide financial statements prepared using the economic measurement focus and the accrual basis of accounting and fund financial statements prepared using both the current financial resources measurement focus and the modified accrual method of accounting (governmental funds) and funds using the economic measurement focus and the accrual basis of accounting (proprietary funds) and (iii) required supplementary information. The City's financial statements are prepared in conformance with the requirements of Statement No. 34.

Comparative Financial Statements

The following tables provide a recent history of the City's Comparative Balance Sheet, and both a recent history of General Fund revenues, expenditures, transfers, and ending fund balances and recently budgeted amounts.

**CITY OF BERKELEY
GENERAL FUND BALANCE SHEET
(Fiscal Year Ending June 30)
(Dollar amounts in thousands)**

	<u>Actual 2017-18</u>	<u>Actual 2018-19</u>	<u>Actual 2019-20</u>	<u>Actual 2020-21</u>
ASSETS:				
Cash and investments in treasury*	\$108,058	\$107,360	\$100,577	\$146,849
Receivables (net of allowance as applicable)				
Accounts	6,951	4,980	3,131	4,782
Interest	763	778	398	834
Taxes	8,623	9,953	6,502	13,092
Subventions/grants	180	450	1,582	1
Due from other funds	6,659	6,973	7,533	12,814
Notes receivable	3,755	3,697	4,820	6,197
Other	5	320	5	5
Prepaid Items	142	--	--	--
Total assets	<u>135,136</u>	<u>134,512</u>	<u>160,020</u>	<u>184,574</u>
LIABILITIES:				
Accounts payable	3,610	6,736	8,755	10,444
Accrued salaries and wages	5,473	5,989	7,009	8,081
Accrued interest payable	--	--	694	740
Advances from other funds	6,287	4,059	3,113	1,760
Deposits held	974	781	770	921
Unearned revenue	--	--	--	--
Tax and revenue anticipation notes	25,550	14,000	34,780	42,405
Other liabilities	3,755	3,899	3,975	4,955
Total liabilities	<u>45,649</u>	<u>35,463</u>	<u>59,095</u>	<u>69,307</u>
Deferred Inflows of Resources	5,601	5,813	2,856	3,385
FUND BALANCES				
Reserved for:				
Assigned to	33,373	42,667	44,705	19,577
Nonspendable	143	--	--	--
Restricted and Committed	3,755	3,697	4,820	35,941
Unreserved/Unassigned, report in:				
General fund	46,614	46,872	48,544	56,364
Total fund balances	<u>83,885</u>	<u>92,236</u>	<u>98,069</u>	<u>111,882</u>
Total liabilities and fund balances	<u>\$135,136</u>	<u>\$135,512</u>	<u>\$160,020</u>	<u>\$184,574</u>

* Cash and investments in treasury includes restricted cash and investments.
Source: City of Berkeley, Annual Comprehensive Financial Reports.

CITY OF BERKELEY
STATEMENT OF GENERAL FUND
REVENUES, EXPENDITURES, TRANSFERS AND BALANCES
(Fiscal Year Ending June 30)
(Dollar amounts in thousands)

	<u>Actual</u> <u>2017-18</u>	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Actual</u> <u>2020-21</u>
REVENUES:				
Taxes	\$161,666	\$173,216	\$182,470	\$187,395
Licenses and Permits	834	1,405	2,099	1,805
Subvention and Grants/Intergovernmental	1,129	1,868	1,771	3,700
Service Fees	9,862	8,433	8,597	6,990
Fines and Forfeitures	6,933	5,443	4,166	3,579
Rents	284	289	203	189
Franchises	1,990	1,800	1,812	1,714
Private contribution	--	--	179	184
Interest	2,416	6,915	9,287	8,110
Other	237	1,722	356	74
TOTAL REVENUES	<u>185,351</u>	<u>201,090</u>	<u>210,941</u>	<u>213,740</u>
EXPENDITURES:				
General Government	30,143	27,410	24,693	27,357
Public Safety	95,503	103,084	118,793	120,179
Highways and Streets	1,900	2,904	2,289	3,163
Health and Human Services	9,725	13,319	20,423	19,320
Culture-Recreation	5,476	5,943	7,014	7,362
Community Development	7,153	8,264	9,041	9,258
Economic Development	2,576	2,845	5,879	2,534
Debt Service	252	270	473	139
TOTAL EXPENDITURES	<u>152,728</u>	<u>164,040</u>	<u>188,605</u>	<u>189,313</u>
Excess Revenues Over (Under) Expenditures	32,623	37,050	22,334	24,427
Transfers In(out)/Other	(12,396)	(27,699)	(17,502)	(10,614)
Net Change in Fund Balance	20,227	9,351	4,883	13,813
Fund Balance, July 1	63,658	83,885	93,236	98,069
Prior Period Adjustment	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Fund Balance, June 30*	<u><u>\$83,885</u></u>	<u><u>\$93,236</u></u>	<u><u>\$98,069</u></u>	<u><u>\$111,882</u></u>

* Totals may not sum due to rounding.

Source: City of Berkeley Annual Comprehensive Financial Reports

General Fund Budget

Budgetary Process and Administration. The City employs a two-year budget process. In year one of the biennial budget cycle, the City Council formally adopts authorized appropriations for the first fiscal year and approves “planned” appropriations for the second fiscal year. In year two, the City Council considers revisions and formally adopts authorized appropriations for the second fiscal year. Although the budget cycle covers a two-year period, the City Charter requires that the City Council adopt an annual appropriations ordinance for each budget year.

From January to May of each year, the City Council meets publicly to discuss policies and priorities for the upcoming budget. The City Manager prepares a proposed budget based on input from department heads, and presents this to the City Council by the first Monday in May of a budget year or as fixed by the City Council. The City also maintains additional budgetary controls to ensure compliance with the annual appropriated budget. The City Manager is authorized to transfer budgeted amounts within funds as deemed necessary to meet the City’s needs; however, revisions that alter the total budget or move amounts from one fund to another must be approved by the City Council.

Revenues and expenditures relating to the City’s general governmental operations are budgeted and accounted for in the City’s general fund, including public safety, highways and streets, health, housing and human services, culture and recreation, community development and economic development. General taxes and fees support most of these activities. The “business” or proprietary activities of the City are accounted for in each of eight enterprise funds, which include those established for Refuse Collection, Marina Operations, Sanitary Sewers, Clean Storm Water, Permit Service Center, Off-Street Parking, Parking Meter, and Building Purchases & Management. These activities are intended to be completely or largely self-supporting through user fees and charges.

The balance of this Appendix is concerned with the operations and performance of the City’s General Fund, unless otherwise noted.

Adopted Biennial Budget. The City generally adopts a biennial budget. For fiscal year 2021-22 only, the District adopted a one year budget (the “**Fiscal Year 2022 Adopted Budget**”). The General Fund is less than one-half of the total budget, with the remainder of the budget consisting of various special funds that are restricted in purpose. Fifty-five percent of the City’s General Fund revenue is derived from real and unsecured property, sales and soda taxes, and business license taxes. According to the Fiscal Year 2022 Adopted Budget, total proposed revenues for fiscal year 2022 is projected at \$205.3 million.

In the Fiscal Year 2022 Adopted Budget, General Fund revenues and expenditures for fiscal year 2020-21 are budgeted at \$186.1 million and \$206.1 respectively, a near \$20 million deficit.

[DISCUSSION OF 2022-23 PROJECTIONS TO COME]

General Fund Reserves

Establishment of General Fund Reserve. On December 13, 2016, the City Council adopted a General Fund reserve policy, establishing a General Fund reserve (the “**Reserve**”), to prepare for the impact of economic cycles and catastrophic events and assure fluctuations in revenue do not impede the City’s ability to meet expenditure obligations. When revenues fail to meet the City’s normal operating requirements, or the need for disbursements temporarily exceeds receipts, the Reserve, upon a 2/3 vote of the City Council, may be used in accordance with the standards set forth therein.

The Reserve is composed of two elements, a Stability Reserve and a Catastrophic Reserve:

1) A Stability Reserve is maintained to mitigate loss of service delivery and financial risks associated with unexpected revenue shortfalls during a single fiscal year or during a prolonged recessionary period. The purpose of the Stability Reserve is to provide fiscal stability in response to unexpected downturns or revenue shortfalls, and not to serve as a funding source for new programs or projects.

2) A Catastrophic Reserve is maintained for the purpose of sustaining General Fund operations in the case of a public emergency, such as a natural disaster or other catastrophic event. The Catastrophic Reserve will be used to respond to extreme, onetime events, such as earthquakes, fires, floods, civil unrest, and terrorist attacks. The Catastrophic Reserve will not be accessed to meet operational shortfalls or to fund new programs or projects.

The Reserve is accounted for in the Unassigned fund balance of the City’s balance sheet.

Target Reserve Levels. 55% of the Reserve is allocated to the Stability Reserve and 45% to the Catastrophic Reserve.

The long-term goal for the Reserve is a minimum of 35% of the adopted General Fund revenues, to be achieved by 2026-27 (“**Long-Term Goal**”). Based on a risk assessment (according to best practices), to be updated at least every five years, the City Council may consider increasing or lowering the Reserve level.

At the time of the Fiscal Year 2022 Adopted Budget, the Stability Reserve and Catastrophic Reserve were 13.48%, significantly below the Long-Term Goal. [TO BE UPDATED]

Replenishment of the General Fund Reserve. The City Manager will recommend a replenishment schedule for all monies proposed for appropriation from the Reserve. The replenishment schedule will be adopted simultaneous with the appropriation to withdraw Reserve funds or, if infeasible due to emergency circumstances, no more than three months from the date of the withdrawal appropriation. Repayment shall begin no more than five years from the date of withdrawal and be completed within 10 years from the date of withdrawal.

While staff envisions that, in most cases, repayment will start as soon as possible, the repayment guidelines are meant to reflect a commitment to maintain a sufficient Reserve, while also recognizing that a use of Reserve amounts may occur during an economic downturn and it may be necessary to postpone repayment while the economy improves. [STATUS TO COME]

State Budget and its Impact on the City

Fiscal Year 2022-2023 State Budget. On January 10, 2022, the Governor released the proposed State budget for fiscal year 2022-23 (the “**Proposed 2022-23 State Budget**”). The Proposed 2022-2023 State Budget is anticipated to represent a \$286.4 billion operating budget that is balanced.

Impact of State Budget on City. The City receives a portion of its funding from the State. The City's projects that approximately [__%] of the City's General Fund revenues will come from State sources.

Voters approved Proposition 1A in November 2004 to amend the State Constitution to place constraints on the State's ability to divert certain specified revenues from local agencies to the State. Subsequently, in November 2010, voters approved Proposition 22 to amend the State Constitution to further constrain or eliminate the State's ability to redirect revenues from local agencies. “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING CITY REVENUES AND APPROPRIATIONS – Proposition 1A” and “– Proposition 22.”

Additional Information. Information about the Proposed 2022-23 State Budget and other State budgets is available at www.ebudget.ca.gov. An impartial analysis of the budget is posted by the Legislative Analyst Office at www.lao.ca.gov. In addition, various State official statements, many of which contain a summary of the current and past State budgets, may be found at the website of the State Treasurer, www.treasurer.ca.gov. *The information referred to in this paragraph is prepared by the respective State agency maintaining each website and not by the City. The City takes no responsibility for the continued accuracy of the Internet addresses or for the accuracy or timeliness of information posted there, and such information is not incorporated in this Official Statement by these references.*

Ad Valorem Property Taxes

Tax Levies and Collections. Property taxes collected by the City increased \$11.7 million, or 11.6%, to \$112.6 million in fiscal year 2020-21, up from \$100.9 million in fiscal year 2019-20, primarily as a result of increases in the following revenue sources:

- Real property taxes increased \$4.2 million, or 7.1%, to \$63.3 million in fiscal year 2020-21, up from \$59.1 million in fiscal year 2019-20. This increase was consistent with the fiscal year 2002-21 increase in assessed valuation of 7.7%.
- Property transfer taxes increased \$4.9 million, or 22.8%, to \$26.4 million in fiscal year 2020-21, up from \$21.5 million in fiscal year 2019-20. This resulted primarily from a significant increase in the dollar value of property sales during fiscal year 2020-21.
- Property transfer tax-Measure P increased \$1.8 million, or 18.2%, to \$11.7 million in fiscal year 2020-21, from \$9.9 million in fiscal year 2019-20. This increase resulted from a significant increase in the number of properties selling for more than \$1.5 million in fiscal year 2020-21.

- Vehicle in-lieu taxes increased \$1.0 million, or 7.7%, in fiscal year 2020-21, to \$14.4 million from \$13.4 million in fiscal year 2019-20. This was consistent with the 7.7% increase in fiscal year 2020-21 assessed values reported by the County.

Taxes are levied for each fiscal year on taxable real and personal property that is situated in the City as of the preceding January 1. A supplemental roll is developed when property changes hands, which produces additional revenue.

A ten percent penalty attaches to any delinquent payment for secured roll taxes. In addition, property on the secured roll with respect to which taxes are delinquent becomes tax-defaulted. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the County Tax Collector.

In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien is recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on specific property of the taxpayer; (3) filing a certificate of delinquency for recording in the County Recorder's office in order to obtain a lien on specified property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

The County levies (except for levies to support prior voter-approved indebtedness) and collects all property taxes for property falling within that county's taxing boundaries.

See Table 1 of the forepart of this Official Statement for a table summarizing the historical and current assessed valuation of the taxable property in the City.

The City does not participate in the Teeter Plan. See Table 4 of the forepart of this Official Statement for a history of secured tax charges and delinquencies within the City during the past 10 years.

Other General Fund Revenues and Transfers [TO BE UPDATED WITH CURRENT PROJECTIONS]

In addition to property taxes, the City has several other major tax and fee revenue sources, as described below. The following table summarizes the City's actual audited general fund revenues and transfers from fiscal year 2017-18 through fiscal year 2020-21 and budgeted general fund revenues and transfers for fiscal year 2021-22.

CITY OF BERKELEY GENERAL FUND REVENUES AND TRANSFERS

	Actual Revenue <u>FY 2018</u>	Actual Revenue <u>FY 2019</u>	Actual Revenue <u>FY 2020</u>	Actual Revenue <u>FY 2021</u>
Real Property	\$56,038,218	\$59,178,773	\$63,192,678	\$68,166,155
Unsecured Property	2,687,198	2,878,275	3,164,168	3,448,412
Supplemental Taxes	2,237,649	2,174,903	2,334,597	2,249,517
Property Transfer Tax	18,911,368	19,952,981	22,095,507	21,469,955
Property Transfer Tax-Measure P	--	2,932,313	9,512,603	10,919,576
Sales Tax	17,435,591	18,663,550	17,557,539	15,792,305
Soda Tax	1,457,003	1,547,349	1,331,313	953,069
Business License	19,878,912	19,848,804	20,863,685	17,809,332
Business License – Cannabis Recreation	--	1,168,794	1,300,887	1,712,641
Measure U1	4,511,615	4,828,443	5,597,359	4,818,740
Utility Users Tax	14,828,120	13,973,744	13,475,915	13,892,200
Hotel Tax	7,807,273	7,995,188	6,387,495	2,292,480
Vehicle In-Lieu	11,822,917	12,540,784	13,356,044	14,380,453
Parking Fines	6,608,001	6,002,211	3,900,595	3,571,391
Moving Violations	188,443	177,824	200,894	131,756
Interest	3,638,989	4,334,404	6,702,564	5,917,722
Ambulance Fees	4,343,453	4,424,808	4,996,193	3,081,204
Franchise Fees	2,009,931	1,821,316	1,839,102	1,726,470
Other Revenue	18,446,960	18,662,025	20,074,732	18,514,060
Transfers	<u>5,792,575</u>	<u>5,356,132</u>	<u>5,386,188</u>	<u>21,180,762</u>
TOTAL	<u>\$198,642,216</u>	<u>\$208,462,620</u>	<u>\$223,364,309</u>	<u>\$232,028,200</u>

Source: City of Berkeley Budget Office. Revenues were recorded using the budget basis of accounting (i.e., Cash).

Sales and Use Tax. The sales tax is an excise tax imposed on retailers for the privilege of selling or leasing tangible personal property. The use tax is an excise tax imposed for the storage, use, or other consumption of tangible personal property purchased from any retailer. The total sales tax rate within the City is currently 9.25%. The proceeds of sales and uses taxes imposed within the City are distributed by the State to various agencies, with the City receiving 1.0% of the amount collected.

Collection of the sales and use tax is administered by the California Department of Tax and Fee Administration (the "CDTFA"). This process was formerly administered by the State Board of Equalization. The Taxpayer Transparency and Fairness Act of 2017, which took effect July 1, 2017, restructured the State Board of Equalization and separated its functions among three separate entities: the State Board of Equalization, the CDTFA and the Office of Tax Appeals. The State Board of Equalization will continue to perform the duties assigned to it by the state Constitution, while all other duties will be transferred to the newly established CDTFA and the Office of Tax Appeals. CDTFA will handle most of the taxes and fees previously collected by the

State Board of Equalization, including sales and use tax. According to the CDTFA, it distributes quarterly tax revenues to local jurisdictions (like the City) using the following method:

Using the prior year's like quarterly tax allocation as a starting point, the CDTFA first eliminates nonrecurring transactions such as fund transfers, audit payments and refunds, and then adjusts for growth, in order to establish the estimated base amount. The CDTFA disburses 90% of the base amount to each local jurisdiction in three monthly installments (advances) prior to the final computation of the quarter's actual receipts. Ten percent is withheld as a reserve against unexpected occurrences that can affect tax collections (such as earthquakes, fire or other natural disaster) or distributions of revenue such as unusually large refunds or negative fund transfers. The first and second advances each represent 30% of the 90% distribution, while the third advance represents the remaining 40%. One advance payment is made each month, and the quarterly reconciliation payment (clean-up) is distributed in conjunction with the first advance for the subsequent quarter. Statements showing total collections, administrative costs, prior advances and the current advance are provided with each quarterly clean-up payment.

The CDTFA receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

Sales tax revenues increased \$0.7million or 4.1% to \$17.6 million in in fiscal year 2020-21 from \$16.9 million in fiscal year 2019-20, and were being significantly impacted by the Governor's shelter in place orders issued in March 2020, as almost all business-related activity came to a halt. The City currently projects that sales tax revenue will increase by 14.4% and 8.4%, respectively in fiscal years 2021-22 and 2022-23.

**CITY OF BERKELEY
TAXABLE TRANSACTIONS
(Figures in Thousands)**

	2017	2018	2019	2020	2021
Retail and Food Services:					
Apparel Stores	\$52,645	\$52,991	\$42,772	\$20,385	\$ _____
Gen. Merchandise Stores	17,178	20,782	21,434	16,902	_____
Food Stores	150,894	149,662	155,025	169,569	_____
Eating and Drinking Places	371,299	374,792	391,474	208,146	_____
Home Furnishings and Appliances	72,358	69,746	66,188	45,479	_____
Bldg. Materials, Farm Implements	107,333	109,052	101,937	113,116	_____
Auto Dealers, Auto Supplies	117,513	119,883	119,679	94,927	_____
Gas/Service Stations	84,041	93,694	94,217	57,950	_____
Other Retail Stores	<u>243,881</u>	<u>262,209</u>	<u>261,020</u>	<u>188,434</u>	_____
Total Retail and Food Services	1,217,142	1,252,813	1,263,746	914,910	_____
All Other Outlets	<u>364,736</u>	<u>361,292</u>	<u>372,108</u>	<u>315,081</u>	_____
TOTAL ALL OUTLETS	<u>\$1,581,878</u>	<u>1,614,105</u>	<u>\$1,635,854</u>	<u>\$1,229,990</u>	\$ _____

Source: State Department of Tax and Fee Administration for 2017-2020; [MuniServices, LLC for 2021.]

Factors that have historically affected sales tax revenues include the overall economic growth of the Bay Area, competition from neighboring cities, the growth of specific industries within the City, the City's business attraction and retention efforts, and catalog and Internet sales.

Utility Users Tax. The City imposes a 7.5% tax on users of gas, electricity and telephone, as well as cellular telephone services for billing addresses within the City. The tax is not applicable

to State, County, or City agencies, or to insurance companies and banks. Some of the factors affecting this revenue stream include consumer demand for these utilities, legislative and regulatory action, rate changes, and the evolution of technology. Approximately 62% of the utility users tax revenue is generated from utility usage from gas and electric services and 38% from telecommunications during fiscal year 2019-20. For fiscal year 2020-21, utility users tax revenue totaled \$13.8 million, which was \$0.3 million or 2.4% more than the \$13.5 million received in fiscal year 2019-20. Utility users tax is projected to level off in fiscal years 2021-22 and 2022-23, respectively. [UPDATE]

Business License Tax. The City requires all businesses within the City to be licensed and imposes a business license tax on all business locations and a new license registration fee on applicants for a new license. The annual tax is generally determined based on the type of business and the business's gross receipts. The tax rate varies between \$0.60 per \$1,000 gross receipts for grocers, on the low end, and \$50.00 per \$1,000 gross receipts for adult cannabis sales on the high end. Most types of businesses are required to pay a minimum tax of at least \$51 per year. The overall revenue from this tax is dependent on the number of license renewals each year and the growth of businesses and industries within the City and the Bay Area more generally. The City is currently projecting an increase by 5% in fiscal year 2022-23. [UPDATE]

Property Transfer Tax. The City's transfer tax rate is 1.5% for properties with a consideration up to \$1.5 million and 2.5% for transferred properties with a consideration over \$1.5 million. The \$1.5 million threshold will be adjusted annually to capture approximately the top 33% of such transfers based on transfers that occurred in the 12 months preceding September 1 of the preceding year. However, the threshold cannot be reduced below \$1.5 million, meaning that the tax on properties transferred for \$1.5 million or less would remain at 1.5%, notwithstanding any adjustment. The tax is due when the transfer is recorded with the County. Title companies collect the tax as part of the sale closing process and remit the funds to the County when sales or transfers are finalized. The County remits the amounts due monthly, and the amounts are credited to the general fund. A buyer of residential housing built before 1989 may voluntarily choose to reserve up to one-third of the transfer tax to perform seismic upgrades. Buyers typically have up to one year to complete the work and file for a rebate. Previously, title companies held the reserved amount in escrow until the work was completed, but since May 2007, the City has held the money in escrow accounts, with the interest going to the City.

Prior to fiscal year 2017-18, it was the City Council's policy that property transfer tax in excess of \$10.5 million was treated as one-time revenue to be transferred to the Capital Improvement Fund for capital infrastructure needs, but that amount was increased to \$12.5 million in fiscal year 2017-18.

The Council approved a one-time increase to the property transfer tax baseline of \$4,000,000, increasing the baseline from \$12,500,000 to \$16,500,000, and made a one-time revision to the City's budget policies for fiscal year 2020-21 to temporarily suspend the excess property tax allocations included in the Council's fiscal policies, which stipulate that property transfer tax in excess of the \$12.5 million operating baseline will be treated as one-time revenue to be used for the City's infrastructure needs. In addition, to resolve the deficit, Council appropriated a one-time \$11.4 million allocation from the General Fund Reserves (\$6.9 million from the Stabilization Reserve Fund and \$4.5 million from the Catastrophic Reserve Fund). [STATUS UPDATE]

Parking Fines. The City issues and adjudicates citations and civil penalties for parking violations through its own administrative structure. It has a great degree of control over the

administration of parking fines, although issuing agencies within the County try to standardize parking penalties to the extent possible. Revenue from parking fines is affected by the penalties imposed for violations, the number of employees issuing tickets, how many tickets employees are able to issue, and the number of working parking meters, among other factors. Currently, the City must remit an additional \$12.50 per citation to the State/County for State and County construction funds, Maddy emergency medical fund, and DNA identification fund.

Vehicle in Lieu Fees. Vehicle license fees (“VLF”) imposed for the operation of vehicles on state highways are collected by the State Department of Motor Vehicles in lieu of personal property taxes on vehicles. In connection with the offset of the VLF, the State Legislature authorized appropriations from the State General Fund to “backfill” the offset so that local governments, which receive all of the vehicle license fee revenues, would not experience any loss of revenues. The legislation that established the VLF offset program also provided that if there were insufficient State General Fund moneys to fully “backfill” the VLF offset, the percentage offset would be reduced proportionately (i.e., the license fee payable by drivers would be increased) to assure that local governments would not be underfunded.

As part of the 2004 Budget Act negotiations, an agreement was made between the State and local government officials under which the VLF rate was permanently reduced from 2% to 0.65%. In order to protect local governments, the reduction in VLF revenue to cities and counties from this rate change was replaced by an increase in the amount of property tax they receive. Commencing in fiscal year 2004-05, local governments began to receive their full share of replacement property taxes, and those replacement property taxes now enjoy constitutional protection against certain transfers by the State because of the approval of Proposition 1A at the November 2004 election.

As a part of its fiscal year 2009-10 budget, California increased the vehicle license fee from 0.65% to 1.15% for registration fees due on or after the May 19, 2009 special election. This provision expired on July 1, 2011. On July 1, 2011, vehicle license fees returned to 0.65%, and the City is unaware of any current State legislative efforts likely to increase these in fees in the future.

Vehicle in-lieu taxes increased \$1.0 million or 7.7% in fiscal year 2020-21 to \$14.4 million from \$13.4 million in fiscal year 2020-21. This was consistent with the 7.7% increase in fiscal year 2020-21 assessed values reported by the County.

Other Revenues. The City also collects additional general fund revenues from franchise fees, transient occupancy taxes, ambulance fees, a tax on sugar-sweetened beverages, and other more minor sources. Under the City’s cable and electric and gas franchise fee arrangements, the local cable provider pays an annual franchise fee of 5% of gross revenues, and the electricity and gas providers pay the greater of 2% of gross receipts attributable to miles of line operated or 0.5% of gross receipts. The transient occupancy tax, also known as the hotel tax, is a 12% tax on the room charge for rental of transient lodging, which was significantly reduced due to restrictions on travel and events due to COVID-19. The City also has an agreement with the County to be the exclusive provider of all emergency ground ambulance services within the City; the specific ambulance fee depends on the type of service delivered and is billed to clients or their insurance companies. Finally, other more minor revenue sources include payments for moving violations, interest on existing funds, and other service fees.

Retirement Programs

PERS Plan Description. The City contributes to three plans in California Public Employees' Retirement System ("**PERS**"). The first plan covers all of the City's full-time and part-time benefited sworn uniformed fire employees and all chiefs (and is referred to as the Safety Fire Plan in this Official Statement). The second covers all of the City's full-time and part-time benefited sworn uniformed police employees and all chiefs (and is referred to as the Safety Police Plan in this Official Statement). The third plan covers all remaining eligible City employees (and is referred to as the Miscellaneous Plan in this Official Statement). These plans are agent multiple-employer defined benefit pension plans administered by PERS, which acts as a common investment and administrative agent for participating public employers within the State of California.

PERS Plan Eligibility. For a more detailed discussion of the eligibility requirements for the City's PERS retirement plans, see Appendix B, Note 12.

PERS Plan Contributions. The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the PERS Board of Administration (the "**Board of Administration**"). For the measurement period ended June 30, 2021 (the measurement date), the average active employee contribution rate is 8.0% of annual pay for the Miscellaneous Plan and 9.0% of annual pay for the Safety Plan (Fire and Police), and the employer contribution rate is 32.500% of annual payroll for the Miscellaneous Plan, 48.200% of annual payroll for the Public Safety Fire Plan, and 66.600% of annual payroll for the Public Safety Police Plan. The contribution requirements of the plan members are established by State statute, and the employer contribution rates are established and may be amended by PERS.

Implementation of GASB Nos. 68. Commencing with fiscal year ended June 30, 2015, the City implemented the provisions of GASB Statement Nos. 68, which require certain new pension disclosures in the notes to its audited financial statements commencing with the audit for fiscal year 2014-15. Statement No. 68 generally requires the City to recognize its proportionate share of the unfunded pension obligation by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. As a result of the implementation of GASB Statement Nos. 68, the City reflected a restatement of its beginning net position as of July 1, 2014.

For a more detailed discussion of the eligibility requirements for the City's retirement plans, see Appendix B, Note 12 for detailed information about the actuarial assumptions underlying the contributions. The City's fiscal year 2020-21 contributions to the pension plans and the funded status of the pension plans are set forth below.

Fiscal Year Ended	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	Covered Employee Payroll	Plan Net Pension Liability as a Percentage of Covered Employee Payroll	Contributions Employer
PERS – Miscellaneous Plan							
6/30/2020	\$1,115,293,404	\$787,103,725	\$328,189,679	70.57%	\$100,639,199	326.11%	\$24,065,716
PERS – Public Safety Fire Plan							
6/30/2020	\$290,583,174	\$207,608,776	\$82,974,398	71.45%	\$17,619,953	470.91%	\$8,703,901
PERS – Public Safety Police Plan							
6/30/2020	\$444,977,237	\$275,649,869	\$169,327,368	61.95%	\$21,101,838	802.43%	\$10,777,599

Recent Actions by PERS. At its April 17, 2013, meeting, the Board of Administration approved a recommendation to change the PERS amortization and smoothing policies. Prior to this change, PERS employed an amortization and smoothing policy that spread investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period. After this change, PERS will employ an amortization and smoothing policy that will pay for all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year period. The new amortization and smoothing policy were used for the first time in the June 30, 2013, actuarial valuations in setting employer contribution rates for fiscal year 2015-16.

On February 18, 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. The Board of Administration also assumed earlier retirements for Police 3%@50, Fire 3%@55, and Miscellaneous 2.7%@55 and 3%@60, which will increase costs for those groups. As a result of these changes, rates will increase beginning in fiscal year 2016-17 (based on the June 30, 2014 valuation) with full impact in fiscal year 2020-21.

On November 18, 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate - its assumed rate of investment return - in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. The policy establishes a mechanism to reduce the discount rate by a minimum of 0.05 percentage points to a maximum of 0.25 percentage points in years when investment returns outperform the existing discount rate, currently 7.5%, by at least four percentage points. PERS staff modeling anticipates the policy will result in a lowering of the discount rate to 6.5% in about 21 years, improve funding levels gradually over time and cut risk in the pension system by lowering the volatility of investment returns. More information about the funding risk mitigation policy can be accessed through PERS' web site at the following website address: <https://www.calpers.ca.gov/page/newsroom/calpers-news/2015/adopts-funding-risk-mitigation-policy>. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City and is not incorporated in this Official Statement by reference.*

On December 21, 2016, the Board of Administration voted to lower its discount rate from the current 7.5% to 7.0% over three years according to the following schedule.

<u>Fiscal Year</u>	<u>Discount Rate</u>
2018-19	7.375%
2019-20	7.250
2020-21	7.000

For public agencies like the City, the new discount rate would take effect July 1, 2018. Lowering the discount rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Public Employees' Pension Reform Act will also see their contribution rates rise. The three-year reduction of the discount rate will result in average employer rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2 percent to 5 percent increase for most safety plans. Additionally, many PERS employers will see a 30 to 40 percent increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

Dollar Contribution Based on Projected PERS Rate Increases. The City's projected annual financial contributions as a result of the PERS rate changes for the next four years are shown in the table below, with dollar amounts shown in millions:

	2019-20	2020-21	2021-2022 Projected	2022-2023 Projected
Miscellaneous ⁽¹⁾	\$33.67	\$36.55	\$41.83	\$43.30
Police	16.27	17.6	18.58	19.16
Fire	8.78	9.46	9.55	9.90
Total	\$58.72	\$63.61	\$69.96	\$72.36

(1) Miscellaneous includes the 8% employee share paid by the City on behalf of the employees and negotiated employee contributions to the City's rate.

Berkeley Police Retirement Income Benefit Plan. Prior to December 22, 2012, the City maintained the Berkeley Police Retirement Income Benefit Plan ("BPRIBP"), a single-employer defined benefit income plan, for its police retirees and surviving spouses. Effective September 19, 2012, police retired on or after this date are no longer covered by BPRIBP. The City replaced this plan with the "Retiree Health Premium Assistance Coverage Plan."

The City's fiscal year 2020-21 contribution to the BPRIBP and the funded status of the BPRIBP is set forth below.

Fiscal Year Ended	Total Pension Liability	Plan Fiduciary Net Position	Plan Net Pension Liability	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	Covered Payroll	Plan Net Pension Liability as a Percentage of Covered Employee Payroll	Contributions Employer
6/30/2021	\$81,521,206	\$5,623,753	\$75,897,453	6.90%	\$21,718,842	379.40%	\$2,150,175

For a more detailed discussion of the BPRIBP, see APPENDIX B to this Official Statement.

Peace Officers Research Association of California. Effective December 23, 2012, the City established a new sick leave program called Peace Officers Research Association of California (“**PORAC**”). If a sworn member of the Berkeley Police department has an accrued sick leave balance on December 23, 2012 that exceeds 200 hours, one half of all those hours in excess of 200 shall be maintained in a separate account. The financial value of those hours shall be converted and deposited into the employee’s PORAC medical trust account over five successive years in equal installments commencing on January 1, 2013. The conversion was at the employee’s rate of pay on December 23, 2012. The City may accelerate the payment of hours to be converted. The remaining fifty percent of the sick leave balance in excess of 200 hours was credited into the employee’s separate “catastrophic/service time” bank no later than February 1, 2013, up to a maximum of 500 hours.

The City’s contribution to PORAC for the calendar year ending December 31, 2021 was \$_____.

Safety Members Pension Fund. In addition, the City maintains the Safety Members Pension Fund (“**SMPF**”), a defined benefit plan for fire and police officers who retired prior to March 1973. In March 1973, all active fire and police officers were transferred from SMPF to PERS. The City pays the benefits to SMPF members on a pay-as-you-go basis, primarily through a Funding Agreement, purchased by the Berkeley Civic Improvement Corporation on behalf of the City in 1989. For the fiscal year ended June 30, 2021, the City’s contribution to SMPF was \$480,630.

The funded status of the SMPF as of June 30, 2021, the most recent actuarial date, is set forth below:

Actuarial Valuation Date	Plan Fiduciary Net Position	Total Pension Liability	Plan Net Pension Liability	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	Covered Payroll	Plan Net Pension Liability as a Percentage of Covered Employee Payroll
6/30/2021	--	\$1,548,284	\$1,548,284	--%	N/A	N/A

For a more detailed discussion of the SMPF, see APPENDIX B of this Official Statement.

Post-Employment Health Benefits

The City offers certain post-employment health benefits to retirees. There are three plans: (i) the City of Berkeley Fire Employees Retiree Health Plan (“**FRHF**”), (ii) the City of Berkeley Miscellaneous Employees Retiree Health Plan (“**RHPAP**”) and (iii) the Police Retiree Premium Assistance Plan (“**PRPAP**”).

The City has adopted Government Accounting Standards Board Statement 75 which requires governmental agencies to change their accounting for Other Post-Employment Benefits (“**OPEB**”) from pay-as-you-go to an accrual basis.

See Appendix B, Note 3 for information about the City’s OPEB liabilities.

City of Berkeley Fire Employees Retiree Health Plan. The FRFH is a single-employer defined benefit medical plan. To be eligible for benefits, sworn Fire employees must retire from the City on or after July 1, 1997, be vested in a PERS pension, and retire from the City on or after age 50. Benefits commence immediately upon retirement. Benefits are payable for the retiree's lifetime and continue for his or her covered spouse's/domestic partner's lifetime. The amount the City contributes toward the Fire Employees Retiree Health Plan is 4.5% per year regardless of the amount of increase in the underlying premium rate. The establishment and amendments of benefit provisions are negotiated between the employee bargaining units and the City Labor Negotiating Team, and are approved by the City Manager and City Council. As of June 30, 2021, there were 124 active employees, 65 retirees deferred and 30 retirees receiving benefits.

The City's targeted funding policy is equal to the service cost for active employees plus an amount to amortize unfunded liabilities over 30 years (rolling 30-year amortization) as a level percentage of payroll. The City strives to contribute the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45.

For the FRFH, the City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB asset for fiscal year 2020-21 and the four preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Liability
6/30/2017	\$1,991,925	43%	\$17,530,174
6/30/2018	2,163,028	34	17,251,382
6/30/2019	2,326,493	36	19,633,312
6/30/2020	2,104,622	36	21,177,486
6/30/2021	2,575,970	35	23,873,248

The funded status of the FRFH as of June 30, 2021, the date of the most recent actuarial report, is set forth below:

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)-Unit Credit	Unfunded Actuarial Accrued Liability-UAAL	Funded Ratio	Covered Payroll	UAAL as Percentage of covered Payroll
7/1/2020	\$12,657,941	\$36,531,189	\$23,873,248	34.6%	\$15,282,868	156.21%

City of Berkeley Miscellaneous Employees Retiree Health Premium Assistance Plan. The RHPAP is a single-employer defined benefit medical plan. It provides retiree health benefits to eligible retirees and his/her spouse or domestic partner. The establishment and amendments of benefit provisions are negotiated between the employee bargaining units and the City, and are approved by the City Council.

Retirees who are at least age 50, with at least 8 years of service with the City at the time of separation from service are eligible to receive retiree health benefits commencing at age 55. Benefits are payable for the retiree's lifetime and continue for his or her covered spouse's/domestic partner's lifetime. The City pays the monthly cost of the monthly premiums up to a participant's applicable percentage of the base dollar amount and subject to annual 4.5% increases regardless of the amount of increase in the underlying premium rate. As of June 30, 2021, there were 1,086 active employees.

The City's targeted funding policy is equal to the normal cost for active employees plus an amount to amortize unfunded liabilities over 30 years as a level percentage of payrolls. The City is required to contribute the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. Any changes to the contribution requirements of the plan are negotiated by the bargaining units and City negotiating staff, and approved by the City Council.

For the RHPAP, the City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal year 2020-21 and the four preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
6/30/2017	\$4,610,828	72.7%	\$37,900,578
6/30/2018	4,729,448	42.3	34,215,614
6/30/2019	5,051,655	43.3	37,219,746
6/30/2020	5,534,572	32.7	60,659,492
6/30/2021	4,871,995	42.9	41,895,470

The funded status of the RHPAP as of June 30, 2021, the most recent actuarial report, is set forth below:

Actuarial Valuation Date	Actuarial Accrued Liability (AAL)	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability-UAAL	Funded Ratio	Covered Payroll	UAAL as Percentage of covered Payroll
7/1/2021	\$73,385,473	\$31,490,003	\$41,895,470	42.9%	\$99,542,579 ⁽¹⁾	42.09%

[(1) Estimated.]

Police Retiree Premium Assistance Plan. Effective September 19, 2012, the City replaced the “Berkeley Police Retirement Income Benefit Plan” with the “Retiree Health Premium Assistance Coverage Plan” for any police employees hired on or after that date, as well as any current employees who retire on or after such date. Under the newly established retiree health premium assistance plan, benefits will be the paid by the City directly to the provider who is providing retiree health coverage to the retiree or his or her surviving spouse. The maximum amount will be equal in value to the City sponsored health plan.

In order to be eligible for the Retiree Health Premium Assistance Coverage a “Retiree” must meet all of the following criteria:

- (a) A person who is vested in, and
- (b) Has reached the age of 50, and
- (c) Has retired from the City at age 50 or thereafter, and
- (d) Has applied for and is receiving a pension from at the time of retirement.

The maximum amount the City will contribute toward the payment of medical insurance premiums is based on the employee’s years of service as a sworn member of the Berkeley Police Department at time of retirement. The retiree must have at least 10 years of service as a sworn member of the Berkeley Police Department to qualify for this benefit.

<u>Years of Service</u>	<u>City Percentage</u>
10 to 14	25%
15 to 19	50
20 or more	100

Beginning September 19, 2012, each month after the employee retires the City will pay the health care service provider an appropriate percentage based on years of service above an amount equal to \$1,200 per month for two-party coverage for the retiree and a qualifying spouse/domestic partner or \$600 per month for single party coverage. Upon death of either the retiree or the retiree’s spouse, the City will only pay the appropriate percentage of the single party rate to the provider on behalf of the surviving retiree or spouse/domestic partner. If there is no spouse/domestic partner at the time of retirement, the City shall only pay the single party rate. The retiree and/or surviving spouse/domestic partner will be responsible for payment of the difference between the amount the City contributes toward payment of the premium and the actual premium cost. The funds for this difference will come from the retirees retirement account and the retiree must authorize such withdrawal of funds.

Beginning July 1, 2013 and effective each July 1 thereafter, the base rates the City contributes toward payment of the premium amount described in the preceding paragraph shall be increased by either the amount Kaiser increases the retiree medical premium for that year, or 6%, whichever is less. The retiree and/or surviving spouse/domestic partner shall pay the difference between the amount the City contributes toward payment of the premium and the actual premium cost. As of June 30, 2020, there were 158 active employees, 16 active retirees, and 15 retirees entitled to, but not yet receiving, benefits.

For the retiree health premium assistance plan, the City’s annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB asset for fiscal year 2020-21 and the four preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Liability
6/30/2017	\$5,105,429	11.0%	\$45,508,847
6/30/2018	4,929,429	6.0	41,652,588
6/30/2019	5,155,293	6.0	46,252,565
6/30/2020	4,432,549	4.0	57,472,394
6/30/2021	5,076,625	4.0	49,355,501

The actuarial cost method used for determining the benefit obligations is the Projected Unit Credit Cost Method. Under this method, the actuarial present value of projected benefits is the value of benefits expected to be paid for current actives and retirees and is calculated based on the assumptions and census data described this report. The Actuarial Accrued Liability (AAL) is the actuarial present value of benefits attributed to employee service rendered prior to the valuation date. The AAL equals the present value of benefits multiplied by a fraction equal to service to date over service at expected retirement. The Normal Cost is the actuarial present value of benefits attributed to one year of service. This equals the present value of benefits divided by service at expected retirement. Since retirees are not accruing any more service, their normal cost is zero. In determining the Annual Required Contribution, the Unfunded AAL is amortized as a level percentage of payroll over 30 years.

As of July 1, 2020, the most recent actuarial valuation date, the plan was 5.0% funded. The actuarial accrued liability for benefit was \$51.9 million, and the actuarial value of assets was \$2.6 million, resulting in an unfunded accrued liability of \$49.4 million. The covered payroll (annual payroll of active employees covered by the plan) was approximately \$21.7 million. The fair value of the assets was determined using market values as of the date of the actuarial report. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. Funded status of the plan as of June 30, 2021, the most recent actuarial valuation date is as follows:

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)- Unit Credit	Unfunded Actuarial Accrued Liability- UAAL	Funded Ratio	Covered Payroll	UAAL as Percentage of covered Payroll
7/1/2021	\$2,581,188	\$51,936,689	\$49,355,501	5.0%	\$21,718,889	227.2%

Defined Contribution Plans

The City offers certain supplemental retirement and income plans to retirees. See Appendix B, Note ___ for information about the City's defined contribution plans.

Labor Relations

As of February 28, 2022, the City employed approximately 1,794.91 full-time equivalent budgeted employees. There are six employee unions as shown below. In addition, the City employs approximately 519 unrepresented employees that include Executive Management, Confidential professional or Confidential Office support positions. The City has not experienced any work stoppages or strikes by its employees.

CITY OF BERKELEY Labor Relations

<u>Labor Organization</u>	<u>Employees</u>	<u>Contract Expiration Date (1)</u>
Berkeley Fire Fighters Association/I.A.F.F. Local 1227	132	6/30/2023
Berkeley Police Association	150	6/30/2023
I. B. E. W. Local 1245	8	6/27/2022
Service Employees International Local 1021 Maintenance and Clerical Chapters	444	6/26/2024
Service Employees International Local 1021 Community Services and Part-Time Recreation Leaders Association Chapters	493	6/26/2024
Public Employees Local 1	187	6/27/2024
Unrepresented Employees	<u>519</u>	n/a

[(1) Terms of contract remain in effect after expiration until new contract becomes effective.]
Source: City of Berkeley.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, or restriction of assets; errors or omissions; injuries to employees; or acts of God.

The City is self-insured for liability claims below \$350,000. The City is a member of the Bay Cities Joint Powers Insurance Authority (“**BCJPIA**”). The BCJPIA consists of 20 municipal or public agency members, all located within the metropolitan San Francisco Bay Area. The BCJPIA provides general liability, auto liability, and errors and omissions coverage between \$350,000 and \$1,000,000. The California Affiliated Risk Management Authority (“**CARMA**”) provides additional coverage to the BCJPIA and its member entities for claims in excess of \$1,000,000, up to \$29,000,000.

The City is self-insured for workers’ compensation. Payments are made to the Workers’ Compensation Self-Insurance Internal Service Fund by transfers from the City’s general fund and other funds of the City on a pay-as-you-go basis.

The City requires pre-employment physical examinations for high risk, high hazard employees as well as annual examination for all uniformed officers. As part of its workers’ compensation program, copies of all injured employee medical reports are monitored by a third-party agent to ensure that injured employees receive proper care.

At June 30, 2021, \$4,923,541 and \$36,538,000 have been accrued for public liability, and workers' compensation claims, respectively. These accruals represent estimates of amounts to ultimately be paid for reported claims and, upon past experience, recent claim settlement trends and other information. It is the City's practice to obtain an actuarial study on an annual basis. Although the amount of actual losses incurred through June 30, 2021 are dependent on future developments, based upon information from the administrators and others involved with the administration of the programs, the City's management believes that the aggregate accrual is adequate to cover such losses.

City Debt Structure

Short-Term Debt. The City has issued Tax and Revenue Anticipation Notes ("TRANs") in each recent year. The City's TRANs are a general obligation of the City, payable from the City's general fund and any other lawfully available moneys. The fiscal year 2021-22 TRANs have an outstanding principal amount of \$44,660,000 and mature on July 25, 2022.

General Fund Obligations. The City currently has outstanding long-term General Fund debt and lease obligations described below. The City has never defaulted on the payment of principal of or interest on any of its indebtedness.

Certificates of Participation. On June 2, 2021, Berkeley Joint Powers Financing Authority (the "**Authority**") executed and delivered certificates of participation in the aggregate principal amount of \$3,975,000 (the "**Certificates of Participation**"). The City's underlying rental obligation is a general fund obligation of the City. The bonds bear interest at rates between 2.00%-5.00%, and the final maturity date is October 1, 2031. As of April 1, 2022, the principal balance outstanding was \$3,975,000.

Lease Revenue Bonds. In October 2012, Authority issued lease revenue bonds on behalf of the City in the aggregate principal amount of \$27,260,000 to refund the Authority's 1999 Lease Revenue Bonds and 2003 Certificates of Participation. The City's underlying rental obligation is a general fund obligation of the City. The bonds bear interest at rates between 3.00%-5.00%, and the final maturity date is October 1, 2037. As of April 1, 2022, the principal balance outstanding was \$16,445,000

General Obligation Bonds. The City has previously issued general obligation and general obligation refunding bonds that are secured by ad valorem taxes levied and collected in the City. See "DEBT SERVICE SCHEDULES.- Combined Debt Service Schedule" in the front part of this Official Statement for a summary of the City's outstanding general obligations.

Employment

The unemployment rate in the Oakland-Hayward-Berkeley MD was 4.0% in December 2021, down from a revised 4.4% in November 2021, and below the year-ago estimate of 7.6%. This compares with an unadjusted unemployment rate of 5.0% for California and 3.7% for the nation during the same period. The unemployment rate was 3.9% in the County and 4.2% in Contra Costa County.

The table below list employment by industry group for Alameda and Contra Costa Counties for the years 2016 to 2020.

OAKLAND- HAYWARD-BERKELEY MD
(Alameda and Contra Costa Counties)
Annual Averages Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2020 Benchmark)

	2016	2017	2018	2019	2020
Civilian Labor Force ⁽¹⁾	1,384,900	1,397,800	1,403,300	1,406,100	1,355,100
Employment	1,324,400	1,345,500	1,359,400	1,364,200	1,235,600
Unemployment	60,400	52,300	43,900	41,900	119,400
Unemployment Rate	4.4%	3.7%	3.1%	3.0%	8.8%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	1,300	1,400	1,300	1,400	1,500
Mining and Logging	300	200	200	200	200
Construction	67,900	71,200	74,900	75,500	70,400
Manufacturing	91,300	95,700	100,600	101,000	98,200
Wholesale Trade	48,100	48,700	47,500	45,400	42,000
Retail Trade	113,400	114,400	114,400	111,700	100,500
Transportation, Warehousing, Utilities	39,700	41,300	42,300	43,700	45,100
Information	26,500	26,900	27,600	27,600	25,800
Finance and Insurance	38,900	38,900	37,500	37,200	36,000
Real Estate and Rental and Leasing	16,900	17,400	17,800	18,100	16,700
Professional and Business Services	181,100	184,500	189,500	193,200	184,600
Educational and Health Services	185,900	191,500	194,300	198,400	189,800
Leisure and Hospitality	111,700	114,900	117,700	121,000	84,100
Other Services	39,100	40,200	41,000	41,200	32,900
Federal Government	13,900	13,800	13,400	13,400	14,100
State Government	39,700	39,300	39,400	39,600	38,000
Local Government	119,800	121,500	121,800	121,800	113,800
Total, All Industries ⁽³⁾	1,135,400	1,161,800	1,181,300	1,190,400	1,093,700

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

The following tables show the major employers in the City and the County.

**CITY OF BERKELEY
Major Employers
2021**

<u>Employer</u>	<u>Number of Employees</u>	<u>% of Total Employment</u>
University of California Berkeley	13,699	20.26%
Lawrence Berkeley National Laboratory	3,836	5.67
Sutter East Bay Medical Foundation/Hospitals	2,040	3.02
City of Berkeley	1,480	2.19
Bayer Corporation	1,082	1.60
Berkeley Unified School District	865	1.28
Kaiser Permanente Medical Group	771	1.14
Siemens Corporation/Healthcare Diagnostics, Inc.	678	1.00
Berkeley Bowl Produce	558	0.83
Lifelong Medical Care	441	0.65

Source: City of Berkeley, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021.

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COUNTY OF ALAMEDA
Major Employers (Listed Alphabetically)
March 2022

Employer Name	Location	Industry
Alameda County Law Enforcement	Oakland	Government Offices-County
Alameda County Sheriff's Dept	San Leandro	Government Offices-County
Alameda County Sheriff's Ofc	Oakland	Sheriff
Alta Bates Summit Med Ctr Alta	Berkeley	Hospitals
BART	Oakland	Transportation
California State Univ East Bay	Hayward	Schools-Universities & Colleges Academic
Cooper Vision Inc	Pleasanton	Optical Goods-Wholesale
Dell EMC	Pleasanton	Computer Storage Devices (mfrs)
East Bay Mud	Oakland	Water & Sewage Companies-Utility
Ebmud	Oakland	Utilities
Grifols Diagnostic Solutions	Emeryville	Pharmaceutical Research Laboratories
Highland Hospital	Oakland	Hospitals
Kaiser Permanente Oakland Med	Oakland	Hospitals
Lawrence Berkeley Lab	Berkeley	Laboratories-Research & Development
Lawrence Livermore Natl Lab	Livermore	University-College Dept/Facility/Office
Oakland Police Patrol Div	Oakland	Police Departments
Sanfrancisco Bayarea Rapid	Oakland	Transit Lines
Transportation Dept-California	Oakland	Government Offices-State
UCSF Benioff Children's Hosp	Oakland	Hospitals
University of CA Berkeley	Berkeley	Schools-Universities & Colleges Academic
University of CA-BERKELEY	Berkeley	University-College Dept/Facility/Office
University-Ca-Berkeley Dept	Berkeley	University-College Dept/Facility/Office
Valley Care Health System	Livermore	Health Services
Washington Hospital Healthcare	Fremont	Health Care Management
Western Digital Corp	Fremont	Computer Storage Devices (mfrs)

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2022 1st Edition.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City of Berkeley, the County of Alameda, the State and the United States for the period 2018 through 2022.

CITY OF BERKELEY AND COUNTY OF ALAMEDA
Effective Buying Income
As of January 1, 2018 through 2022

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2018	Berkeley	\$5,070,468	\$66,382
	Alameda County	61,987,949	73,633
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	Berkeley	\$5,517,451	\$72,412
	Alameda County	67,609,653	79,446
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	Berkeley	\$5,843,576	\$76,294
	Alameda County	72,243,436	84,435
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	Berkeley	\$6,203,796	\$79,437
	Alameda County	77,794,202	88,389
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	Berkeley	\$6,646,946	\$88,676
	Alameda County	85,225,529	99,940
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448

Source: The Nielsen Company (US), Inc for 2018; Claritas, LLC for 2019 through 2022.

Construction Activity

Provided below are the building permits and valuations for the City of Berkeley for calendar years 2016 through 2020. Annual figures are not yet available for calendar year 2021.

**CITY OF BERKELEY
Total Building Permit Valuations
(Valuations in Thousands)**

<u>Permit Valuation</u>	2016	2017	2018	2019	2020
New Single-family	\$5,469.1	\$14,776.2	\$13,808.7	\$9,666.3	\$6,444.7
New Multi-family	9,835.5	47,723.2	24,506.9	7,513.6	12,643.5
Res. Alterations/Additions	<u>45,295.9</u>	<u>45,215.9</u>	<u>80,130.0</u>	<u>40,596.9</u>	<u>26,204.9</u>
Total Residential	60,600.5	107,715.3	118,445.6	57,776.8	45,293.1
New Commercial	32,109.7	24,576.3	18,732.1	10,816.3	25,867.1
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	3,315.8	3,636.5	3,236.6	4,718.7	272.0
Com. Alterations/Additions	<u>47,485.2</u>	<u>26,597.7</u>	<u>52,522.6</u>	<u>12,885.4</u>	<u>23,290.5</u>
Total Nonresidential	82,910.7	54,810.5	74,491.3	28,420.4	49,429.6
<u>New Dwelling Units</u>					
Single Family	20	43	63	46	21
Multiple Family	<u>69</u>	<u>402</u>	<u>129</u>	<u>42</u>	<u>117</u>
TOTAL	89	445	192	88	138

Source: Construction Industry Research Board, Building

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR YEAR ENDED
JUNE 30, 2021

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

_____, 2022

City Council
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

OPINION: \$_____ City of Berkeley 2022 General Obligation Bonds, Series B
(2018 Election Measure O: Affordable Housing) (Federally Taxable)_____

Members of the City Council:

We have acted as bond counsel in connection with the issuance by the City of Berkeley (the "City") of its City of Berkeley 2022 General Obligation Bonds, Series B (2018 Election Measure O: Affordable Housing) (Federally Taxable) issued in the aggregate principal amount of \$__ (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications, opinions and other documents as we deem necessary to render this opinion.

The Bonds are issued by the City under the Constitution of the State of California, Chapter 7.64 of the Berkeley Municipal Code, laws of the State of California, including but not limited to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with Section 53506) of the Government Code of the State of California, and Resolution No. _____ of the City Council of the City of Berkeley, adopted on [April 26], 2022 (the "Resolution").

Regarding questions of fact material to our opinion, we have relied upon representations of the City contained in the Resolution and the Paying Agent Agreement, and on the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation. Regarding certain questions of law material to our opinion, we have assumed the correctness of certain legal conclusions contained in the written opinions of the City Attorney and others, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is a duly created and validly existing municipal corporation and charter city with the power to adopt the Resolution, perform the agreements on its part contained therein, and issue the Bonds.
2. The Resolution constitutes a valid and binding obligation of the City, enforceable against the City.

3. The Bonds have been duly authorized and executed by City, and are valid and binding general obligations of City.

4. The City is obligated and authorized under the laws of the State of California to levy ad valorem taxes, without limit as to rate or amount (except with respect to certain personal property which is taxable at limited rates), upon the taxable property in the City for the payment when due of the principal of and interest on the Bonds.

5. The City does not intend for the interest on the Bonds to be excluded from gross income for federal income tax purposes.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations, covenants and opinions referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of Berkeley (the “City”) in connection with the issuance of the bonds captioned above (the “Bonds”). The Bonds are being issued under the Constitution and laws of the State of California, including but not limited to, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, under a resolution adopted by the City Council of the City on April 26, 2022 (the “Bond Resolution”) and pursuant to and consistent with the Charter of the City.

The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than April 1 after the end of each fiscal year of the City (currently June 30th).

“*Dissemination Agent*” means the City or any other Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation. As of the date of this Disclosure Certificate, the City is acting as Dissemination Agent.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the City in connection with the issuance of the Bonds.

“*Participating Underwriter*” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2023, with the report for the 2021-22 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the Official Statement:

- (i) Assessed value of taxable property within the jurisdiction of the City;

- (ii) Summary of property tax rates for all taxing entities within the City expressed as a percentage of assessed valuation in the form of Table 5 of the Official Statement;
- (iii) Top ten property tax assessesees for current fiscal year, taxable value and percentage of total assessed value in substantially the form of Table 6 of the Official Statement;
- (iv) If and to the extent such information is available from the County, property tax collection delinquencies for the City; and
- (v) Amount of all general obligation debt of the City outstanding, and total scheduled debt service on such general obligation debt.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.

- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Resolution.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Resolution.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 3 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant

hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the City: City of Berkeley
2180 Milvia Street
Berkeley, California 94704
(510) 981-7000

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2022

CITY OF BERKELEY

By: _____
Director of Finance

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Berkeley (the "City")

Name of Bond Issue: City of Berkeley 2022 General Obligation Bonds, Series B
(2018 Election Measure O: Affordable Housing)

Date of Issuance: _____, 2022

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated _____, 2022. The City anticipates that the Annual Report will be filed by _____.

Date: [DISSEMINATION AGENT]

By: _____
Name:
Title:

APPENDIX E

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

*Neither the issuer of the Bonds (the “**Issuer**”) nor the trustee, fiscal agent or paying agent appointed with respect to the Bonds (the “**Agent**”) take any responsibility for the information contained in this Appendix.*

*No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “**Rules**” applicable to DTC are on file with the Securities and Exchange Commission and the current “**Procedures**” of DTC to be followed in dealing with DTC Participants are on file with DTC.*

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “**Securities**”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“**Direct Participants**”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust

companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“**DTCC**”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“**Beneficial Owner**”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as

possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

\$ _____
CITY OF BERKELEY
2022 GENERAL OBLIGATION BONDS, SERIES B
(2018 Election Measure O: Affordable Housing) (Federally Taxable)

COSTS OF ISSUANCE CUSTODIAN AGREEMENT

This Costs of Issuance Custodian Agreement, dated _____, 2022 (this "Agreement") has been entered into by and between the City of Berkeley, a charter city and municipal corporation, as issuer (the "City"), and The Bank of New York Mellon Trust Company, N.A. (the "Custodian"). The City has appointed the Custodian to act as costs of issuance custodian for the above-captioned bonds (the "Bonds"). This Agreement sets out the terms and conditions of said appointment.

The City and the Custodian agree as follows:

1. The Custodian has established a fund for payment of costs of issuance of the Bonds in the name of the City (the "Custodial Account").
2. The Custodian has received on this date the total amount of \$_____ from [_____], purchaser of the Bonds, representing proceeds of the Bonds to be deposited in the Custodial Account. The Custodian will hold funds uninvested until _____, 2022.
3. The Custodian will pay costs of issuance of the Bonds, upon written instructions from the City, as provided in Exhibit A, and the Custodian will receive a written invoice directed by the City from time to time via written instructions from funds on deposit in the Custodial Account. This Agreement constitutes the initial written instructions to the Custodian.
4. Any balances remaining in the Custodial Account on _____, 2022 shall be transferred to the City for deposit in the debt service fund established for the Bonds, pursuant to Resolution No. _____ of the City Council of the City.
5. The City shall pay the Custodian a one-time fee for the duties of Custodian performed hereunder, payable from the deposit set forth in Section 2.
6. This Agreement will terminate on _____, 2022, or earlier upon the exhausting of all funds in the Custodial Account. Prior to termination, the Custodian will notify the City and NHA Advisors, LLC, as municipal advisor, of its intent to close the Custodial Account.
7. This Agreement shall be governed under the laws of the state of California.

The liability of the Custodian is limited to the duties as specifically set forth in this Agreement, which shall be deemed purely ministerial in character, and no implied covenants or obligations shall be read into this Agreement against the Custodian. The Custodian will not be liable for any action taken or omitted to be taken by it under this Agreement or in connection herewith except to the extent caused by the Custodian's negligence or willful misconduct.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Custodian has been advised of the likelihood of such loss or damage and regardless of the form of action.

None of the provisions of this Agreement shall require the Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Custodian may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Custodian may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Custodian may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Custodian shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the City shall provide to the Custodian an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Custodian Instructions using Electronic Means and the Custodian in its discretion elects to act upon such Instructions, the Custodian's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Custodian cannot determine the identity of the actual sender of such Instructions and that the Custodian shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Custodian have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Custodian and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Custodian shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Custodian, including without limitation the risk of the Custodian acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Custodian and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Custodian immediately upon learning of any compromise or unauthorized use of the security procedures.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes,

passwords and/or authentication keys issued by the Custodian, or another method or system specified by the Custodian as available for use in connection with its services hereunder.

To the extent permitted by law, the City hereby agrees to indemnify and hold harmless the Custodian and its officers, directors, agents, and employees from and against any and all costs, claims, liabilities, losses, or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of this Agreement, except costs, claims, liabilities, losses, or damages resulting from the negligence or willful misconduct of the Custodian including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this Agreement and/or the resignation or removal of the Custodian.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers thereunto duly authorized.

CITY OF BERKELEY

By: _____
City Manager

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
as Custodian

By: _____
Authorized Officer

EXHIBIT A

COSTS OF ISSUANCE DISBURSEMENTS

\$ _____
CITY OF BERKELEY
2022 GENERAL OBLIGATION BONDS, SERIES B
(MEASURE O) (FEDERALLY TAXABLE)

Service	Payee	Measure O (Taxable)
Bond Counsel and Disclosure Counsel and Reimbursable Expenses		\$
Disclosure Counsel		\$
Municipal Advisor - Bond Issue and Election & Pre-Bond Consulting		\$
Rating	S&P Global Ratings	\$
Paying Agent	BNY Mellon	\$
COI Custodian	BNY Mellon	\$
Bid Platform	Ipreo	\$
Printer	AVIA Communications	\$

* Not to exceed amount; payment to be made only upon submission of an invoice.

\$ _____

**CITY OF BERKELEY
2022 GENERAL OBLIGATION BONDS, SERIES B
(2018 Election Measure O: Affordable Housing) (Federally Taxable)**

PAYING AGENCY AGREEMENT

This **Paying Agency Agreement** (the “Agreement”), dated _____, 2022 by and between the City of Berkeley (the “City”) and The Bank of New York Mellon Trust Company, N.A., a national banking association having a corporate trust office at 2001 Bryan Street 10th Floor, Dallas, TX 75201 (the “Paying Agent”).

WITNESSETH:

WHEREAS, by resolution dated April 26, 2022 (the “Resolution”) the City authorized the issuance of its bonds designated: “City of Berkeley 2022 General Obligation Bonds, Series B (2018 Election Measure O: Affordable Housing) (Federally Taxable),” in the aggregate principal amount of \$ _____, dated _____, 2022 (the “Bonds”), and

WHEREAS, the Resolution authorizes the City to enter into an agreement of appointment with a bond registrar/transfer agent and paying agent to service the Bonds.

NOW, THEREFORE, the City and the Paying Agent agree as follows:

Section 1. Appointment and Acceptance. The City hereby appoints The Bank of New York Mellon Trust Company, N.A. as bond registrar/transfer agent and paying agent for the Bonds, and the Paying Agent accepts such appointments, acknowledging the duties, obligations and responsibilities of the Paying Agent as set forth herein.

Section 2. Documents to be Filed with the Paying Agent. The following documents shall be filed with the Paying Agent in connection with its appointment:

- (i) copies of the Resolution.
- (ii) if not printed on the Bonds, an opinion of bond counsel stating that the Bonds are valid and legally binding obligations of the City, payable in accordance with their terms;
- (iii) a specimen certificate for each series of Bonds in the form approved by the City;
- (iv) if the Bonds have been delivered prior to the Paying Agent’s appointment:
 - (1) a list containing the name, address and taxpayer identification number of each Bondholder as of the date of Paying Agent’s appointment, indicating the date of issuance, the authentication date, the certificate number and the denomination for each outstanding certificate, and

- (2) a list of stop transfer orders maintained by the City (or its predecessor paying agent) against outstanding Bond or Note certificates giving details as to certificate numbers, denominations, names of registered owners and dates of stop transfer orders, and, if such certificates have been replaced, the numbers and denominations of the replacement certificates, dates of replacements and documents evidencing the indemnity accepted in connection with the issuance of the replacement certificates; and
- (v) such other instruments and certificates as the Paying Agent may reasonably request.

Section 3. Registration, Authentication and Delivery of Initial Bonds. If the Bonds are to be newly issued, the City will, or will cause its underwriter to:

- (i) deliver to Paying Agent, not later than five (5) business days prior to the required delivery date, written notice setting forth the maturity date, principal amount and interest rate borne by the Bonds;
- (ii) notify the Paying Agent in writing, not later than three (3) business days prior to the required delivery date, of the name(s) in which Bonds are to be registered, the mailing addresses of the respective registered holders and their respective taxpayer identification numbers, and the quantity, denominations, interest rates, maturity dates and CUSIP numbers of the certificates to be issued to each registered holder.

The Paying Agent shall inscribe the Bonds as directed in Section 3(ii) above, authenticate the initial Bonds and deliver same in accordance with the written directions of the City or its underwriter. If delivered before the Closing, such initial Bonds shall remain subject to the control of the Paying Agent, as agent for the City, until released by the Paying Agent.

Section 4. Transfer or Exchange of Certificates. The Paying Agent is authorized, empowered and directed to inscribe, to countersign or authenticate as registrar, and to record and deliver new certificates for Bonds of the City pursuant to requests for transfer and cancellation of other certificates theretofore outstanding, or to replace lost, destroyed, stolen or mutilated certificates, as provided in Section 6 hereof.

If the transfer and/or exchange of the Bond or Note certificate shall have been documented in the manner authorized or required by law, and if the rules and regulations of the City and of the Paying Agent, governing the transfer and registration of the Bonds shall have been met, then the Paying Agent shall cancel such certificate being transferred and/or exchanged and shall inscribe, authenticate, record and deliver a new certificate for the Bonds so transferred or exchanged. In the transfer of Bond or Note certificates, the Paying Agent may require a guarantee of signature by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The Paying Agent shall incur no liability for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. The Paying Agent may, in effecting transfers, rely upon the Uniform Commercial Code of the State of California and/or the rules of the Stock Transfer Association, Inc.

Section 5. Bond or Note Certificates. The City will furnish to the Paying Agent a sufficient supply of blank Bond or Note certificates and, from time to time, will replenish such supply upon request of the Paying Agent. Such blank Bond or Note certificates shall be signed by officers of the City, authorized by the City to sign Bond or Note certificates, and shall bear the seal of the City or shall bear, to the extent permitted by law, the facsimile signature of each such officer and a facsimile of the seal. If an officer of the City, whose signature appears on any Bond or Note certificate, ceases to be an officer of the City before delivery of said Bond or Note certificate, such signature nevertheless shall be valid and sufficient for all purposes, the same as if such officer of the City had remained in office until such delivery and the Paying Agent may inscribe, authenticate, and deliver such certificate as being that of the City whose signature properly shall have been inscribed on such Bond or Note certificate prior to its issuance.

Section 6. Records of Certificates; Lost or Destroyed Certificates. The Paying Agent may open and keep such books and other records, including a bond register, as shall be required for, or convenient in, the performance of its duties. The Paying Agent shall establish separate records for each series of Bonds. If Bonds have been issued and delivered prior to the Paying Agent's appointment, the Paying Agent may accept and adopt as a part of such records all lists of holders of records as may have been employed by any former bond registrar/transfer agent and paying agent for such Bonds if certified by such former bond registrar/transfer agent and paying agent. The Paying Agent shall use such list of holders of record of the City's Bond or Note certificates as sufficient basis for its records and verification of Bond or Note certificates therein described.

Upon receiving instructions from the City and indemnity satisfactory to the Paying Agent and the City, the Paying Agent may inscribe, authenticate and deliver, to the persons entitled thereto, new certificates in place of certificates represented to have been lost, stolen or destroyed and likewise may issue a new certificate in exchange for, and upon surrender of, an identifiable mutilated certificate.

Section 7. Payments of Interest and Principal. The Paying Agent shall act as Paying Agent for the Bonds and in such capacity it shall:

- (i) with funds provided by the City, pay the interest upon the Bonds by mailing checks to the persons entitled to receive such interest, as determined by the registry of the City maintained by the Paying Agent, provided that The City shall have deposited with the Paying Agent, on or before the day upon which interest checks are to be mailed, sufficient funds to cover payment of such interest;
- (ii) with funds provided by the City, pay the principal amount (including premium, if any) of the Bonds to the registered holders of such Bonds, upon the maturity date or earlier redemption date upon which the principal is to become payable and upon delivery to the Paying Agent of a Bond Note certificate with respect to which such principal payment shall have become payable, provided that the City shall have deposited with the Paying Agent, on or before the payment date, sufficient immediately available funds to pay the aggregate principal amount (including premium, if any) due on all Bonds so payable;
- (iii) if a Bondholder shall report to the Paying Agent that any check so mailed for the payment of interest or principal has been lost and that the proceeds thereof, have not been received and if the check has not been paid then, upon execution of an indemnity agreement satisfactory to the Paying Agent and the City, stop payment

upon such check, and issue and deliver to such Bondholder a new check for like amount; provided, however, that it may, at its discretion, defer the issuance of the new check for a reasonable period of time;

- (iv) record the fact of payment and cancel Bonds surrendered to it for payment, coincident with such payment being made to the person thereto entitled; and
- (v) have no liability for interest on any funds received by it; any unclaimed funds remaining in the possession of the Paying Agent for payment of the Bonds will be escheated in accordance with applicable law and the Paying Agent's policies and procedures.

Section 8. Redemption Prior to Stated Maturity. If the Bonds are subject to redemption prior to their stated maturity date(s), the Paying Agent shall be governed by the redemption provisions set forth in the applicable Resolution or as stated in the provisions as set forth on the bond/note form. The Paying Agent shall not be required to transfer any Bond or Note, or portion thereof, that has been called for redemption. Payment of the principal amount (including premium, if any) of any Bond or Note, or portion thereof, called for redemption shall be made by check payable to the registered owner, only upon presentation of the Bond or Note, at the designated corporate trust office of the Paying Agent on or after the redemption date. Where the entire principal amount of the Bond or Note has not been called for redemption, a new Bond or Note of the same series, maturity and interest rate in the amount of the unredeemed portion will be issued to the registered holder or its assignee. Whether or not promptly submitted for redemption, interest on any Bond or Note, or portion thereof, called for redemption shall cease to accrue on and after the redemption date provided that sufficient moneys therefore are on deposit with the Paying Agent.

Section 9. Compensation; Indemnification. The City agrees to pay the Paying Agent fees as set forth in Exhibit A attached hereto and made a part hereof, and, if applicable, to reimburse Paying Agent for its out-of-pocket expenses (including without limitation attorneys' fees and expenses). The City assumes full responsibility and, to the extent permitted by law, will indemnify the Paying Agent and its officers, directors, agents and employees and save it and them harmless from and against any and all actions or suits, whether groundless or otherwise, and from and against any and all losses, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of the agency relationship created by this Agreement, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or negligence of the Paying Agent, and such indemnification shall survive the Paying Agent's resignation or removal for any reason, or the termination of this Agreement.

Section 10. Instructions from the City and Opinion from Counsel. At any time the Paying Agent may apply to any duly authorized representative of the City for instructions, and shall have the right, but not the obligation, to consult with counsel of choice at the reasonable expense of the City and shall not be liable for action taken or omitted to be taken either in accordance with such instruction or such advice of counsel, or in accordance with any opinion of counsel to the City addressed to the Paying Agent.

Section 11. Concerning the Paying Agent. The Paying Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees. The Paying Agent shall not be answerable for other than its

negligence or willful misconduct. The Paying Agent shall have no responsibility for the form of inscription of ownership upon any Bond or Note certificate which has been made in accordance with directions of the City, the City's underwriter, a broker or a holder of a Bond or Note. The Paying Agent shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper person or persons and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the City. The Paying Agent shall also be protected in recognizing Bond or Note certificates which it reasonably believes to bear the proper manual or facsimile signatures on behalf of the City. The Paying Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Paying Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the City addressed and delivered to the Paying Agent. The Paying Agent shall not be under any obligation to prosecute any action or suit in respect of the agency relationship which, in its sole judgment, may involve it in expense or liability. In any action or suit the City shall, as often as requested, reimburse the Paying Agent for any expense or liability growing out of such action or suit by or against the Paying Agent in its agency capacity; provided, however, that no such reimbursement shall be made for any expense or liability arising as a result of Paying Agent's negligence or willful misconduct. No provision of this Agreement shall require the Paying Agent to risk or expend its own funds.

The Paying Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; terrorism; military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Paying Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Paying Agent be liable for special, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Paying Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Paying Agent and that there may be more

secure methods of transmitting instructions than the method(s) selected by the City; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Any banking association or corporation into which the Paying Agent may be merged, converted or with which the Paying Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Paying Agent shall be transferred, shall succeed to all the Paying Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 12. Notices. Until changed by notice in writing, communications between the parties shall be delivered to:

If to The City: CITY OF BERKELEY
2180 Milvia Street
Berkeley, CA 94704

If to the Paying Agent: THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A.
2001 Bryan St. 10th Floor
Dallas, TX, 75201
Attn: Corporate Trust

Section 13. Destruction of Instruments, Records and Papers. The Paying Agent may retain in its files records, instruments, and papers maintained by it in relation to its agency as long as the Paying Agent shall consider that such retention is necessary. The Paying Agent shall destroy or dispose of canceled Bonds in accordance with its customary procedures, unless contrary instructions are received from the City.

Section 14. Resignation or Removal of Paying Agent. Any time, other than on a day during the 45 day period preceding any payment date for the Bonds, the Paying Agent may resign by giving at least 45 days' prior written notice to The City; and the Paying Agent's agency shall be terminated and its duties shall cease upon expiration of such 45 days or such lesser period of time as shall be mutually agreeable to Paying Agent and The City. At any time, following at least 45 days' prior notice from the City (or such lesser period of time as shall be mutually agreeable to the Paying Agent and the City) the Paying Agent may be removed from its agency. Such removal shall become effective upon the expiration of the 45 day or agreed lesser time period, and upon payment to the Paying Agent of all amounts payable to it in connection with its agency. In such event, the Paying Agent shall deliver to the City, or to the City's designated representative, all Bonds and cash belonging to the City and, at the City's expense, shall furnish to the City, or to the City's designated representative, reasonably detailed information regarding the status of the City's outstanding Bonds and copies of other pertinent records then in the Paying Agent's possession, reasonably requested by the City.

Section 15. Effectiveness and Term. If the Bonds already are outstanding as of the date of the execution and delivery of this Agreement, this Agreement is effective as of the date hereof and shall continue until terminated as provided herein.

If the Bonds are to be newly issued, then this Agreement shall become effective as of the date that the Bonds are delivered to the original purchaser(s) thereof, and shall continue until terminated. If said Bonds/Notes are not delivered to original purchaser(s), this Agreement shall be null, void and of no effect.

This Agreement shall remain in effect and the agency established by the Agreement shall continue until (i) terminated by mutual agreement of The City and Paying Agent, (ii) the resignation or removal of Paying Agent pursuant to Section 15 hereof, or (iii) after all Bonds have been retired by payment or otherwise, or funds have been deposited for their retirement, and any remaining funds have either been returned to the City or escheated in accordance with law.

Section 16. Conflicts Between Documents. In the event of any conflict between any provision of this Agreement and a Resolution, the terms of such Resolution shall govern. Capitalized terms used herein and not otherwise defined have the meanings given them in the Resolution.

Section 17. Jury Trial Waiver. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Agreement, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the date first above written.

CITY OF BERKELEY

By: _____
Dee Williams-Ridley
City Manager

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., *as paying agent***

By: _____
Juliana Haidary
Authorized Officer

EXHIBIT A

FEE SCHEDULE

Registrar, Transfer Agent and Paying Agent
For Fully Registered Bond

OFFICIAL NOTICE OF SALE

\$40,000,000*

CITY OF BERKELEY
(Alameda County, California)

2022 GENERAL OBLIGATION BONDS, SERIES B
(2018 ELECTION MEASURE O: AFFORDABLE HOUSING)
(FEDERALLY TAXABLE)

NOTICE IS HEREBY GIVEN by the City of Berkeley (the "City"), that bids will be received by a representative of the City for the purchase of \$40,000,000* principal amount of bonds of the City designated the "City of Berkeley 2022 General Obligation Bonds, Series B (2018 Election Measure O: Affordable Housing) (Federally Taxable)" (the "Bonds"). Bids will be received in electronic form through BiDCOMP™/Parity® ("Parity") on:

TUESDAY, _____, 2022

starting at 8:00 a.m. and ending at 8:30 a.m. Pacific Time.

The City reserves the right to postpone or change the time or sale date upon 20 hours' notice delivered via Bloomberg News Service or Thomson Municipal Market Monitor (<http://www.tm3.com>).

The Bonds will be issued under the provisions of a resolution adopted by the City Council of the City on April 26, 2022 (the "Bond Resolution"), and under the laws of the State of California. The Bonds are more particularly described in the proposed form of the Bond Resolution on file with the City (which is incorporated herein by reference) and copies thereof will be furnished to the bidder upon request.

DESCRIPTION OF THE BONDS

PURPOSE: The proceeds of the Bonds will be applied by the City for the purpose of financing the acquisition and improvement of affordable housing, in accordance with the ballot proposition under which the issuance of the Bonds has been authorized.

ISSUE; BOOK-ENTRY FORM: The Bonds will be issued in the aggregate principal amount of \$40,000,000* in the form of fully registered Bonds without coupons. The Bonds will be dated as of as of their original delivery, and will be issued in minimum denominations of \$5,000. The Bonds will be issued in a book entry only system with no physical distribution of the Bonds made to the public. The Depository Trust Company, New York, New York ("DTC"), will act as depository for the Bonds which will be immobilized in its custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Bonds.

* Preliminary, subject to change.

MATURITIES: The Bonds will mature, or be subject to mandatory sinking fund redemption, on September 1 in each of the years, and in the amounts, as set forth in the following table. The final principal amount of the Bonds, and the final amount of each maturity of the Bonds, is subject to increase or reduction as described below under the heading "Adjustment of Principal Maturities". *Each bidder must specify in its bid whether, for any particular year, the Bonds will mature or, alternately, be subject to mandatory sinking fund redemption in such year.*

Maturity Date (September 1)	Principal Amount	Maturity Date (September 1)	Principal Amount
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PAYMENT PROVISIONS: Interest on the Bonds will be payable on March 1, 2023, and on succeeding March 1 and September 1 (the "Interest Payment Dates"), to the registered owners by check or draft of The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent") or, in the case of the owner of Bonds in an aggregate principal amount of at least \$1,000,000, at the written request of such owner by wire transfer. Principal of and premium (if any) on any Bond will be paid upon presentation and surrender thereof at the office of the Paying Agent. Principal, interest and premium (if any) on the Bonds are payable in lawful money of the United States of America.

OPTIONAL REDEMPTION: The Bonds maturing on or before September 1, 20__, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after September 1, 20__, are subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on September 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

SINKING FUND REDEMPTION: *Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term Bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder.* If the bid of the winning bidder specifies that any maturity of Bonds will be term Bonds, such term Bonds will be subject to mandatory sinking fund redemption on September 1 in each year so designated in the bid, in the respective

amounts for such years as set forth above under the heading "MATURITIES", at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest to the redemption date, without premium.

SECURITY: The Bonds are general obligations of the City, and the City will direct the appropriate officials of Alameda County to levy ad valorem taxes for the payment of the Bonds and the interest thereon without limitation as to rate or amount for the payment of the Bonds and the interest thereon.

TAX-EXEMPT STATUS: The City does not intend for the interest on the Bonds to be excluded from gross income for federal income tax purposes. In the opinion of Bond Counsel, such interest is exempt from California personal income taxes.

LEGAL OPINION: The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, approving the validity of the Bonds, will be furnished to the purchaser of the Bonds without cost. A copy of the legal opinion, certified by the official in whose office the original is filed, will be printed on each Bond at the expense of the City.

FURTHER INFORMATION: A copy of the Preliminary Official Statement describing the Bonds, and any other information concerning the proposed financing, will be furnished upon request to the municipal advisor to the City as follows ("Municipal Advisor"): NHA Advisors, LLC, 4040 Civic Center Drive, Suite 200, San Rafael, California 94903, telephone: (415) 785-2025 ext. 2006 (Rob Schmidt) or Rob@NHAadvisors.com, website: www.NHAadvisors.com. The Official Notice of Sale and Preliminary Official Statement are available from the Municipal Advisor.

TERMS OF SALE

RIGHT TO CANCEL, POSTPONE OR RESCHEDULE SALE: The City reserves the right to cancel, postpone or reschedule the sale of the Bonds upon 20 hours' notice delivered via Bloomberg News Service or Thomson Municipal Market Monitor (www.tm3.com). If the sale is postponed, bids will be received at the above place at such date and hour as set forth in the notice. Failure of any bidder to receive such notice or any other form of notice of canceled, postponed or rescheduled sale will not affect the legality or validity of any sale.

SUBMISSION OF BIDS: Bids will be received electronically as described below, provided that such electronic bid must be received no later than the date and time set for receipt of bids. All bidders, by submitting a bid, acknowledge that they have an established industry reputation for underwriting new issuances of municipal bonds.

ELECTRONIC BIDS: Solely as an accommodation to bidders, the City will accept bids in electronic form solely from Ipreo, a KKR portfolio company, through its BiDCOMP Competitive Bid Calculation System and Parity Electronic Bid Submission System ("Ipreo"). For information about Ipreo, bidders may contact Ipreo at 395 Hudson Street, New York, New York 10014, telephone (212) 849-5023. If any provision of this Notice of Sale conflicts with information provided by Ipreo, this Notice of Sale shall control. Each bidder submitting an electronic bid understands and agrees by doing so that it is solely

responsible for all arrangements with Ipreo, that the City does not encourage the use of Ipreo, and that Ipreo is not acting as an agent of the City. Instructions for submitting electronic bids must be obtained from Ipreo, and the City does not assume any responsibility for ensuring or verifying bidder compliance with Ipreo procedures. Ipreo has advised the City that bidders must subscribe to Ipreo if such bidders intend to use Ipreo to submit bids. The City shall be entitled to assume that any bid received via Ipreo has been made by a duly authorized agent of the bidder.

Neither the City, the Municipal Advisor nor Bond Counsel has any responsibility for proper functioning of the Ipreo system, for any error contained in any bid submitted electronically, or for failure of any bid to be transmitted, received or opened at the official time for receipt of bids. The official time for receipt of bids will be determined by the City at the place of bid opening, and the City will not be required to accept the time kept by Parity as the official time. The City assumes no responsibility for informing any bidder prior to the deadline for receiving bids that its bid is incomplete, or not received.

FORM OF BID; MINIMUM PURCHASE PRICE: Each proposal must be for not less than all of the Bonds hereby offered for sale. The purchase price to be paid for the Bonds may not be less than the par value thereof **and must include original issue premium of at least \$[_____]**. The underwriter's discount shall not exceed 1.50%.

DESIGNATION OF INTEREST RATES: Each bidder must specify the rate or rates of interest which the Bonds will bear. The maximum rate bid on any Bonds may not exceed 8.00% per annum. A bidder will be permitted to bid different rates of interest for each maturity of Bonds, but:

- each interest rate specified must be in a multiple of 1/20% or 1/8%;
- no Bond may bear more than one rate of interest;
- interest on each Bond will be computed from the date of original delivery to its stated maturity at the interest rate specified in the proposal, payable on the Interest Payment Dates as set forth above; and
- all Bonds maturing at any one time will bear the same rate of interest.

DETERMINATION OF BEST BID: The Bonds will be awarded to the responsible bidder whose bid produces the lowest true interest cost on the Bonds. The true interest cost specified in any bid will be that rate which, when used in computing the present worth of all payments of principal and interest to be paid on all Bonds from the date of original delivery (which is assumed to be [May 24, 2022]) to their respective maturity dates or mandatory sinking fund redemption dates, produces an amount equal to the purchase price specified in such bid. For purposes of computing the true interest cost represented by any proposal, the purchase price specified in such proposal shall be equal to the par amount of the Bonds plus any premium specified in such proposal, and the true interest cost shall be calculated by the use of a semiannual interval of compounding interest based on the Interest Payment Dates for the Bonds. **Each proposal should include at least \$[_____] of original issue premium.**

ADJUSTMENT OF PRINCIPAL MATURITIES: In order to achieve the financial goals of the City, the City may need to adjust the schedule of principal maturities for the Bonds based on the bids that are received. Therefore, the City reserves the right to increase or decrease the principal amount of any maturity of the Bonds (or, in the case of the term Bonds, the principal amount thereof which is subject to mandatory sinking fund redemption on September 1 in any year). The aggregate principal amount of the Bonds may be reduced as a result of such adjustment, in an amount not exceeding 10% of the amount of Bonds hereby offered for sale. Notice of such increase or decrease shall be given to the winning bidder as soon as practicable following the notification of award, as described below. The City will attempt to maintain total underwriter compensation when adjusting maturities. No such adjustment will have the effect of altering the basis upon which the best bid is determined.

RIGHT OF REJECTION: The City reserves the right, in its discretion, to reject any and all bids and to the extent not prohibited by law to waive any irregularity or informality in any bid.

PROMPT AWARD: An authorized representative of the City will accept the best responsible bid for the purchase of the Bonds by notice to the winning bidder. If two or more bids setting forth identical interest rates and premium, if any, are received, such officer may exercise discretion and judgment in making the award and may award the Bonds on a pro rata basis in such denominations as he or she determines. Such authorized representative of the City may also reject any and all bids and waive any irregularity or informality in any bid. Sale of the Bonds will be awarded or all bids will be rejected not later than 24 hours after the expiration of the time prescribed for the receipt of proposals unless such time of award is waived by the winning bidder; provided, that the award may be made after the expiration of the specified time if the bidder does not notify the City in writing of the withdrawal of its proposal.

PLACE OF DELIVERY; CANCELLATION FOR LATE DELIVERY: It is expected that the Bonds will be delivered to DTC for the account of the winning bidder on _____, 2022. The winning bidder has the right, at the winning bidder's option, to cancel the contract of purchase if the Bonds are not tendered for delivery within 60 days from the date of the sale thereof, and in such event the winning bidder shall be entitled to the return of the deposit accompanying its bid.

NO GOOD FAITH DEPOSIT: The City does not require a good faith deposit to be submitted in connection with bids for the Bonds.

PAYMENT OF PURCHASE PRICE: The winning bidder will be required to pay the purchase price of the Bonds in funds that are immediately available to the City. Such payment shall be made on the date of original delivery of the Bonds to DTC.

STATEMENT OF TRUE INTEREST COST: Each bidder is requested, but not required, to state in its proposal the percentage true interest cost represented by its proposal, determined as described above, which will be considered as informative only and not binding on either the bidder or the City.

NO LITIGATION: There is no litigation pending concerning the validity of the Bonds, the corporate existence of the City or the entitlement of the officers thereof to their

respective offices, and the purchaser will be furnished a no-litigation certificate certifying to the foregoing as of and at the delivery of the Bonds.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the Bonds in accordance with the terms hereof. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid for by the City, except that the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and shall be paid for by the purchaser.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION FEES: All fees payable to the California Debt and Investment Advisory Commission in connection with the issuance of the Bonds are the sole responsibility of the purchaser of the Bonds.

OFFICIAL STATEMENT: The City has approved a preliminary Official Statement relating to the Bonds. Copies of such preliminary Official Statement will be distributed to any bidder, upon request, prior to the sale in a form "deemed final" by the City for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). Within seven business days from the sale date, the City will deliver to the purchaser copies of the final Official Statement, executed by an authorized representative of the City and the City and dated the date of delivery thereof to the purchaser, in sufficient number to allow the purchaser to comply with paragraph (b)(4) of the Rule and to satisfy the Municipal Securities Rulemaking Board (the "MSRB") Rule G-32 or any other rules adopted by the MSRB, which shall include information permitted to be omitted by paragraph (b)(1) of the Rule and such other amendments or supplements as are been approved by the City (the "Final Official Statement"). The purchaser agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Final Official Statement. Upon request, the City will furnish to the winning bidder, at no charge, not in excess of 20 printed copies of the Official Statement for use in connection with any resale of the Bonds.

CERTIFICATE REGARDING OFFICIAL STATEMENT: A responsible officer of the City will certify to the original purchaser of the Bonds, as a condition of closing, that based on such officer's participation in the preparation of the Official Statement, nothing has come to his or her attention to lead him or her to believe that the Official Statement (except for certain financial statements, statistical data and other information) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE. In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the City will execute and deliver a Continuing Disclosure Certificate, under which the City undertakes to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement. Such Continuing Disclosure Certificate will be a document required to be delivered at closing by the City, and the failure by the City to deliver such document in form and substance acceptable to Bond Counsel and the winning bidder will relieve the winning bidder of its obligation to purchase the Bonds.

ACKNOWLEDGEMENT OF NO FIDUCIARY DUTY. The City acknowledges and agrees that (i) the purchase and sale of the Bonds is an arm's-length commercial transaction between the City and the underwriter, (ii) in connection with such transaction, the underwriter is acting solely as a principal and not as an advisor, (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the City, (iii) the underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the underwriter, or any affiliate of an underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except as described in this Notice of Sale, (iv) the underwriter has financial and other interests that differ from those of the City and (v) the City has consulted with its own legal and municipal advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

GIVEN by order of the City Council of the City of Berkeley by a resolution adopted on April 26, 2022.

NOTICE OF INTENTION TO SELL BONDS

APPROXIMATELY \$ __,000,000

CITY OF BERKELEY
(Alameda County, California)

2022 GENERAL OBLIGATION BONDS, SERIES B
(2018 ELECTION MEASURE O: AFFORDABLE HOUSING)
(FEDERALLY TAXABLE)

NOTICE IS HEREBY GIVEN by the City Council of the City of Berkeley (the "City"), that bids will be received by a representative of the City for the purchase of approximately \$ __,000,000 principal amount of bonds of the City designated the "City of Berkeley 2022 General Obligation Bonds, Series B (2018 Election Measure O: Affordable Housing) (Federally Taxable)" (the "Bonds"). Bids will be received in electronic form on BiDCOMP™/Parity® ("Parity") on:

Tuesday, _____, 2022

starting at 8:00 a.m. and ending at 8:30 a.m. Pacific Time. The City reserves the right to postpone or change the time or sale date upon 20 hours' notice delivered via Bloomberg News Service or Thomson Municipal Market Monitor (www.tm3.com). Further information, including copies of the preliminary Official Statement and Official Notice of Sale may be obtained from the City's municipal advisor, NHA Advisors, LLC, telephone: (415) 785-2025 ext. 2006 (Rob Schmidt) or Rob@NHAadvisors.com.

GIVEN by order of the City Council of the City of Berkeley by a resolution adopted on [April 26], 2022.



JONES HALL

Overview of Federal Securities Laws

April 26, 2022

Chris Lynch
Jones Hall

Outline of Discussion

Key Federal Securities Laws

Disclosure Responsibilities

City Disclosure Policies and Procedures

Potential Liability of Elected Officials/Staff

Key Laws

**Securities Act of 1933
(' 33 Act)**

**Securities Exchange Act of 1934
(' 34 Act)**

SEC Rule 10b-5
SEC Rule 15c2-12
Dodd-Frank reforms

Securities Act of 1933

Registration

Exemption for munis

Anti-Fraud – Section 17(a)

Securities Exchange Act of 1934

Anti-Fraud

Section 10(b) & Rule 10b-5

Rule 15c2-12

Rule 15c2-12

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "LEGAL MATTERS – Tax Exemption."



\$45,000,000
CITY OF BERKELEY
2021 General Obligation Bonds
(2016 Election: Infrastructure and Facilities Improvements)

Dated: Date of Delivery

Due: September 1, as shown on inside front cover

Issuance. The general obligation bonds captioned above (the "Bonds") are being issued by the City of Berkeley (the "City") under provisions of the California Government Code and under a Resolution adopted by the City Council of the City (the "City Council") on April 27, 2021 (the "Bond Resolution"). The Bonds were authorized at an election of the registered voters of the City held on November 8, 2016, at which more than two-thirds of the persons voting on the proposition voted to authorize the issuance and sale of not to exceed \$100,000,000 principal amount of general obligation bonds (the "2016 Authorization"). The Bonds are the second series of bonds to be sold and issued under the 2016 Authorization. See "THE BONDS – Authority for Issuance."

Purpose. The Bonds are being issued to finance the repair, renovation, replacement, or reconstruction of existing City infrastructure and facilities, including sidewalks, storm drains, parks, streets, senior and recreation centers, and other important City facilities and buildings. See "PLAN OF FINANCE – Purpose of Issue."

Security. The Bonds are general obligations of the City, payable solely from ad valorem property taxes levied by the City and collected by Alameda County (the "County"). The City Council is empowered and is obligated to annually levy ad valorem taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the City, without limitation of rate or amount (except certain personal property that is taxable at limited rates). See "SECURITY FOR THE BONDS."

Book-Entry Only. The Bonds will be issued in book entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). The Bonds are issuable as fully registered securities in denominations of \$5,000 or any integral multiple of \$5,000. Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interest in the Bonds. See "THE BONDS" and "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. Interest on the Bonds accrues from the date of delivery and is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2021. Payments of principal and interest on the Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., as Paying Agent, to DTC for subsequent disbursement to DTC Participants, which will remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS – Description of the Bonds."

Redemption. The Bonds are subject to optional and mandatory redemption prior to maturity. See "THE BONDS – Redemption."

The following firm, serving as municipal advisor to the City, has structured this issue.



Maturity Schedule
(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the City, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the City. Certain legal matters are being passed upon for the City by the City Attorney. It is anticipated that the Bonds, in book entry form, will be available for delivery by DTC in New York, New York, on or about May 25, 2021.

The date of this Official Statement is May 11, 2021.

Initial Disclosure

Rule 15c2-12

Continuing Disclosure Annual reporting Event reporting

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Berkeley (the "City") in connection with the issuance of the bonds captioned above (the "Bonds"). The Bonds are being issued under the Constitution and laws of the State of California, including but not limited to, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, under a resolution adopted by the City Council of the City on April 27, 2021 (the "Bond Resolution") and pursuant to and consistent with the Charter of the City.

The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4.

"Annual Report Date" means the date not later than April 1 after the end of each fiscal year of the City (currently June 30th).

"Dissemination Agent" means the City or any other Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation. As of the date of this Disclosure Certificate, NHA Advisors, LLC is acting as Dissemination Agent.

"Listed Events" means any of the events listed in Section 5(a).

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

D-1

SEC Guidance

“Lessons Learned from San Diego,” Linda Chatman Thomsen, Director, SEC Division of Enforcement (2007)

“What should the municipal securities markets take away from these actions? I can tell you that the Enforcement Division believes there are five critical lessons that municipalities should learn from our recent actions”

- adopt written disclosure policies and procedures
- provide appropriate training to city officials and employees
- focus on the big picture issues facing the city
- disclose the bad with the good
- hire competent professionals

Potential Liability of Elected Officials/Staff

Orange County

San Diego

Westlands Water District (2016)

“A little Enron accounting” hid true financial condition

District paid \$125K fine

Fines paid by GM (\$50K) and AGM (\$20K)

Sweetwater Union High School District (2021)

Misled investors/rating agencies re general fund

CFO barred from future bond financings

Questions

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Office of the City Manager

PUBLIC HEARING
April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Jordan Klein, Director, Planning and Development Department

Subject: ZAB Appeal: 1643-1647 California Street, Use Permit #ZP2021-0001

RECOMMENDATION

Conduct a public hearing, and, upon conclusion, adopt a Resolution affirming the Zoning Adjustments Board (ZAB) decision to approve Use Permit #ZP2021-0001 to: 1) create a new lower basement level, 2) construct a new second story, and 3) modify the existing duplex layout resulting in a 3,763 square foot duplex on an existing property, and dismiss the appeal.

FINANCIAL IMPLICATIONS

None.

CURRENT SITUATION AND ITS EFFECTS

On January 8, 2021, Sundeep Grewel ("Applicant") submitted an application for a Use Permit (UP) to remodel and expand a duplex located at 1643 and 1647 California Street.

On January 19, 2021, the City mailed postcards to neighboring property owners and occupants within 300 feet to inform the public of the receipt of a Zoning Permit application at the site, and posted a project yellow poster.¹

In response to this notification, staff received several communications regarding the project, both in support and opposition. Concerns raised include:

- a. Concerns from neighbors to the east and south due to the proposed increase in size of the house on a small lot.
- b. Concerns from each adjacent neighbor regarding the impacts to privacy and of shadows from the two-story design and increase in height.
- c. Concern with the project being out of scale with the neighborhood and surrounding properties, especially given the existing non-conformities of the property.

¹ The standard protocol for installation of a Project Yellow Poster and neighborhood contact and signatures was waived from March 2020 until July 2021.

Support of the application includes:

- a. Improved structure and project site.
- b. Restoration of the second dwelling unit.

On December 9, 2021, the Zoning Adjustments Board (ZAB) conducted a public hearing for the Use Permit. After hearing public comments and holding discussion, the ZAB approved the Use Permit by a vote of 9-0-0-0 (Yes: Duffy, Kahn, Kim, Gaffney, O'Keefe, Olson, Sanderson, Thompson, Tregub; No: None; Abstain: None; Absent: None).

On December 20, 2021, staff issued the notice of the ZAB decision, and on January 10, 2022, an appeal of the ZAB decision was filed with the City Clerk by Kay Bristol, the owner of 1651-1653 California Street, and Anna Cederstav and Adam Safir, the owners of 1609 Virginia Street. The Clerk set the matter for review by the Council on April 26, 2022.

On or before April 12, 2022, staff posted the public hearing notice at the site and two nearby locations, and mailed notices to property owners and occupants within 300 feet of the project site, and to all registered neighborhood groups that cover this area. The Council must conduct a public hearing to resolve the appeal.

Project Description

The project site is located in the North Berkeley neighborhood, on the east side of California Street at the corner of California and Virginia Street. It is one block east of Sacramento Street and four blocks west of Martin Luther King Jr. Way. The surrounding area consists of residential uses including one- and two-story single-family dwellings and two-story multi-family buildings.

The subject property is a small, rectangular lot, oriented in the east-west direction, and is approximately 3,100 square feet in total area. It features a one-story main building originally constructed as a side-by-side duplex. The building faces west, toward California Street. At some point in the past, the kitchen of the left side unit (1643 California) was removed without permits, and a doorway was installed between the two units, effectively converting the building to one unit, without the necessary approval of a Use Permit to remove a dwelling.

The property and structure is currently non-conforming due to several reasons: 1) lot coverage, currently at 50 percent coverage where 45 percent coverage is the limit for a one-story structure; 2) allowable residential density, containing two units when only one unit is permitted due to the lot size (prior to the unauthorized removal of 1643 California); and 3) reduced front, rear, and left side yards.

The project would make several alterations to the existing property. An existing accessory structure (shed) would be removed. The existing residential structure would be shifted by 1-inch to the south to create a conforming left (north) side setback of 4 feet. The proposal would restore one additional dwelling unit at 1643 California, but

would reduce the size of this unit from the previous 650 square feet to 501 square feet. Additionally, the floor plan of the main level of right unit (1647 California) would be modified to serve as the main living area, with an open floor plan kitchen/dining/living room, plus a full bathroom. The structure would be expanded by creating a new basement level contained below the existing building footprint, solely serving 1647 California. This level would contain a family room/home gym, half bath, one new bedroom with a full bathroom, and closet and storage area. The proposal would also add a new second level on top of the existing structure, also solely serving 1647 California, which would contain three new bedrooms and two full bathrooms. The second story would step in at the front to provide a balcony, and would step in from the rear to comply with the required 20-foot rear yard setback. In total, 1647 California would expand by 2,612 square feet, from 650 square feet to 3,262 square feet in total.

BACKGROUND

The issues raised in the appellants' letters and staff's responses follow. For the sake of brevity, the appeal issues are not re-stated in their entirety. Please refer to the attached appeal letter (Attachment 2) for the full text.

Issue #1: Appellants allege that ZAB and staff erroneously applied the Housing Accountability Act (HAA) in a way that inappropriately limited ZAB's ability to modify the project. The appellants contend that the HAA only applies to very-low to moderate income housing developments. They further contend that since the project does not add new units, or provide low-income housing, the HAA should not apply, and ZAB should modify the project to address the appellants' concerns.

Response: The Housing Accountability Act (HAA), California Government Code Section 65589.5(j), requires that when a proposed housing development complies with the applicable, objective general plan and zoning standards, but a local agency proposes to deny the project or approve it only if the density is reduced, the agency must base its decision on written findings supported by substantial evidence that:

1. The development would have a specific adverse impact on public health or safety unless disapproved, or approved at a lower density; and
2. There is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, other than the disapproval, or approval at a *lower density*.

The HAA applies to a "housing development project," which could be residential units only or a mixed-use development consisting of residential and nonresidential that is at least two-thirds residential, as well as transitional or supportive housing. The definition of housing development project uses the plural "units", meaning that it applies to two or more units.

The HAA also applies only when a project meets the local agency's objective development standards. Although the existing structure is non-conforming for lot

coverage, density, and yards, the proposed additions would continue, but not worsen, these non-conformities. The project is eligible for zoning adjustments through the use permit process, and there are no objective standards or findings for considering such permits, so the HAA still applies to the project. Therefore, the City may not deny the project or approve the project at a reduced density without basing its decision on the written findings under Section 65589.5(j), listed above.

Pursuant to Berkeley Municipal Code (BMC) Section 23C.04.070.C², additions and/or enlargements of lawful non-conforming structures that are non-conforming by reason of lot coverage are permitted with a Use Permit if the addition/enlargement does not increase coverage or exceed the height limit. The property is eligible for the use permit because it is non-conforming for the maximum allowable lot coverage, with 50 percent coverage where 45 percent is the maximum on this R-2 zoned property. The proposed project would remove an existing shed in the rear yard which would reduce the lot coverage to 44 percent, but the standards are different for a one-story or a two-story house, so the property would remain non-conforming for the revised allowable lot coverage of 40 percent.

While the proposed structure would still be non-conforming to the allowable lot coverage, the project would reduce the non-conformity from 5 percent over the allowable limit to 4 percent over the allowable limit. The proposed addition is located over existing covered area, and therefore does not increase the non-conforming lot coverage. Additionally, the addition consists of a second story addition, reaching a total of 23 feet, 10 inches, which complies with the maximum average height limit of 28 feet.

Pursuant to BMC Section 23C.04.070.E, additions and/or enlargements of lawful non-conforming structures that are non-conforming by reason of residential density are permitted with a Use Permit if the addition/enlargement does not increase the density or exceed the height limit. The project proposes to maintain the density at two units, and the addition would comply with the allowable average height limit in the district.

Pursuant to BMC Section 23C.04.070.C, additions and/or enlargements which vertically extend or alter a portion of a building which encroaches into a non-conforming yard are permitted with an Administrative Use Permit if the existing use of the property is conforming and if the addition/enlargement would not: 1) reduce any yard below the minimum setback requirements or further reduce existing non-conforming yards; or 2) exceed the maximum or calculated height limits. The existing residential structure is non-conforming to the front, rear, and left (north) side setbacks. The proposed addition/enlargement of the house would correct the non-conforming left side setback, but is proposed to vertically extend the non-conforming front and rear setbacks. The

² The prior Zoning Ordinance was in effect at the time this application was deemed complete. The version of the BMC Title 23, Zoning Ordinance, that was in effect at the time this application was deemed complete is available online: [https://www.cityofberkeley.info/Planning_and_Development/Land_Use_Division/Zoning_Ordinance_Revision_Project_\(ZORP\).aspx](https://www.cityofberkeley.info/Planning_and_Development/Land_Use_Division/Zoning_Ordinance_Revision_Project_(ZORP).aspx)

front setback would be vertically extended both up (with the second story) and down (with the basement), while the rear setback would be vertically extended down with the expansion of the basement. The second story at the rear would comply with the required 20-foot rear setback. Because the enlargement of the building would comply with the permitted residential use on the property, and the vertical expansions within the non-conforming setbacks would not further reduce the non-conformity, these expansions are permissible.

Since the ZAB decision, the City has determined that “to lower density” means a reduction in the units built per acre. This is consistent with guidance from the California Department of Housing and Community Development. Therefore, a condition of approval that limited the size of the units would not lower the density of the project. Even if an application to expand an existing dwelling unit were found to be a housing development project, the expansion could be modified without lowering the density.

ZAB considered and discussed the evidence presented at the hearing, and acted within its purview to approve the proposed project, although ZAB may have had faulty information that led them to believe that they could not modify the project. Council may add conditions to the proposed project to address the appellants’ concerns (such as the three specific modifications to the project that were requested by the appellant, as described on page 9 of the appeal letter, included as attachment 2), or may remand the project back to ZAB.

Issue #2: Appellants allege that staff failed to provide adequate opportunities for neighbors to receive information and provide input on the proposed project. The appellants contend that after public comment had been closed, the ZAB chair read from a memo on the interpretation of the HAA that affected how the ZAB voted on the proposed project. Appellants claim that the memo had not been made publicly available, and that they were not able to comment on the memo during the public comment portion of the ZAB meeting. If the appellants had been aware of the memo before the ZAB meeting, they state that their letters to staff and ZAB, and public comments during the meeting, would have been different.

Response: The August 26, 2021 ZAB meeting packet included a communication from the Land Use Planning Manager to staff, that was included as a staff communication to ZAB³. The memo discusses the HAA, Density Bonuses, and objective standards. Before public comment opened at the December 9 meeting, staff and ZAB did briefly discuss the HAA and objective standards and how both relate to the project. The ZAB chair referenced the memo from the Land Use Planning Manager before public comment was opened.

³ See page 4 of the agenda:

https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_ZAB/2021-08-26_ZAB_Agenda.pdf.

Neighbors have shared letters of opposition with staff and ZAB throughout the application process, and were able to share their concerns during the ZAB meeting. Neighbors at 1609 Virginia are concerned about the increased shadows on their kitchen windows and bedroom windows, and deck and yard, during the afternoon and evening during the summer, and increased shadows on a detached office/bedroom during the winter. The neighbors are also concerned about views from the addition to their deck and yard, and kitchen and bedroom. The neighbor at 1651 California is concerned about views from the addition to her yard and kitchen. In addition, the appellants find the number of Administrative Use Permits and Use Permits required for the proposed project to be excessive.

Members of the ZAB described the impacts as “typical of an urban setting,” noted that the applicant had changed the roof from a butterfly roof to a gable to lower the height, the project had been revised from three stories to two stories with a below-grade basement, and that the addition met the 20-foot setback requirements at the front and rear. Even if neighbors are opposed to a project, ZAB may choose to not modify a project and approve it as is. Staff recommends the Council dismiss this appeal point.

Issue #3: Appellants allege that several procedural requirements were not met when story poles were not installed, the typical zoning project “yellow poster” was not installed, and the staff report was not available far enough in advance before the ZAB meeting.

Response: Page 10 of [Zoning Project Application Submittal Requirements](#) addresses when story poles are required: for new main buildings and additions exceeding 14 feet in average height in the Hillside Overlay District. This project is not in the Hillside Overlay. At the project planner’s discretion story poles may be required for projects outside of the Hillside Overlay when there is a concern about a protected view⁴, but views were not discussed prior to or during the ZAB hearing.

The appellants also state that the typical “yellow poster” was not installed by the applicant. When the application was submitted in January 2021, the 2-foot by 3-foot yellow poster requirement was on hold due to COVID-19 shelter-in-place orders. In July 2021, the yellow poster requirement was reinstated for new applications (page 4 of the [Submittal Requirements](#)). In January 2021, staff sent postcards informing neighbors of the project and posted a smaller yellow poster, similar to what is posted before public hearings, as that was the procedure at the time. Normal noticing procedures were followed by staff prior to the ZAB meeting in December 2021.

The appellants contend that the ZAB staff report was not posted by the morning of December 8, and they had to reach out to the planner to get a copy of the report.

⁴ Defined in BMC 23F.04 – View Corridor: A significant view of the Berkeley Hills, San Francisco Bay, Mt. Tamalpais, or a significant landmark such as the Campanile, Golden Gate Bridge, and Alcatraz Island or any other significant vista that substantially enhances the value and enjoyment of real property.

However, the ZAB agenda, with links to the staff reports and attachments, was posted to the ZAB webpage on December 2, 2021.

Staff recommends the Council dismiss these appeal points.

Issue #4: Appellants dislike the City’s Zoom meeting format. The appellants contend that ZAB meetings conducted over Zoom should have “video and chat channels enabled for all participants so that affected parties can communicate easily.”

Response: Like all public meetings that have occurred during the COVID-19 pandemic, ZAB meetings are conducted over Zoom, using a webinar format. The ZAB chair, ZAB secretary, and ZAB clerk can allow people to talk during the appropriate times outlined in the agenda. Similar to regular public meetings, members of the public must request to speak when public comment is called for, and the amount of time members of the public may speak is limited by the ZAB chair and enforced by the clerk.

Staff recommends the Council dismiss this appeal point.

Issue #5: Appellants are frustrated with the City’s appeal process. The appellants contend that they sent emails to ZAB and the project planner after the ZAB meeting to find out the appeal procedure, but they never got a thorough answer, until they contacted the Office of the City Clerk on January 7.

Response: Page 7 of the December 9, 2021 ZAB agenda, like all ZAB agendas, describes the procedure to request a Notice of Decision.

Staff recommends the Council dismiss this appeal point.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The project approved by the ZAB is in compliance with all applicable State and local environmental requirements, would be located in a transit-rich area, and would be built and operated according to current codes for energy conservation, waste reduction, low toxicity, and other factors.

RATIONALE FOR RECOMMENDATION

The ZAB considered all of the information received from staff, the applicant, and the neighbors, and determined that the project is consistent with the zoning ordinance and applicable policies of the General Plan, and would not result in detrimental impacts to residents, adjacent properties, the surrounding area, or to the general welfare of the city.

Staff believes that the ZAB considered and discussed the evidence presented at the hearing, and acted within its purview to approve the proposed project. None of the issues raised on appeal are different from those raised at the ZAB hearing, and no new evidence or argument would dispute the reasoned findings of the ZAB. Therefore, staff

recommends that the City Council uphold the ZAB decision to approve 2,229 square-foot addition, with an average height of 23 feet 10 inches.

ALTERNATIVE ACTIONS CONSIDERED

Pursuant to BMC Section 23.410.040(G), the Council may (1) continue the public hearing, (2) reverse, affirm, or modify the ZAB's decision, or (3) remand the matter to the ZAB.

Action Deadline:

Pursuant to BMC Section 23.410.040(I), if the disposition of the appeal has not been determined within 30 days from the date the public hearing was closed by the Council (not including Council recess), then the decision of the Board shall be deemed affirmed and the appeal shall be deemed denied.

CONTACT PERSONS

Jordan Klein, Director, Planning & Development Department, (510) 981-7534
Steven Buckley, Land Use Planning Manager, (510) 981-7411
Allison Riemer, Project Planner, (510) 981-7433

Attachments:

- 1: Resolution
 - Exhibit A: Findings and Conditions
 - Exhibit B: Project Plans, dated July 15, 2021
- 2: Appeal Letter, received January 10, 2022
- 3: ZAB Staff Report, dated December 9, 2021
- 4: Index to Administrative Record
- 5: Administrative Record
- 6: Public Hearing Notice

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

UPHOLD THE ZONING ADJUSTMENTS BOARD (ZAB) DECISION TO APPROVE USE PERMIT #ZP2021-0001 TO: 1) CREATE A NEW LOWER BASEMENT LEVEL, 2) CONSTRUCT A NEW SECOND STORY, AND 3) MODIFY THE EXISTING DUPLEX LAYOUT RESULTING IN A 3,763 SQUARE FOOT DUPLEX ON AN EXISTING PROPERTY, AND DISMISS THE APPEAL.

WHEREAS, on January 8, 2021, Sundeep Grewel (“Applicant”) submitted an application for a Use Permit (UP) to remodel and expand a duplex located at 1643 and 1647 California Street; and

WHEREAS, on December 9, 2021, the Zoning Adjustments Board (ZAB) conducted a public hearing for the Use Permit. After hearing public comments and holding discussion, the ZAB approved the Use Permit by a vote of 9-0-0 (Yes: Duffy, Kahn, Kim, Gaffney, O’Keefe, Olson, Sanderson, Thompson, Tregub; No: None; Abstain: None; Absent: None; and

WHEREAS, on December 20, 2021, staff issued the notice of the ZAB decision, and on January 10, 2022, an appeal of the ZAB decision was filed with the City Clerk by Kay Bristol, the owner of 1651-1653 California Street, and Anna Cederstav and Adam Safir, the owners of 1609 Virginia Street. The Clerk set the matter for review by the Council on April 26, 2022; and

WHEREAS, on or before April 12, 2022, staff posted the public hearing notice at the site and two nearby locations, and mailed notices to property owners and occupants within 300 feet of the project site, and to all registered neighborhood groups that cover this area; and

WHEREAS, on April 26, 2022, the Council held a public hearing to consider the ZAB’s decision, and, in the opinion of this Council, the facts stated in or ascertainable from the public record, including the staff report and comments made at the public hearing, warrant approving the project.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Council hereby adopts the findings for approval made by the ZAB in Exhibit A, affirms the decision of the ZAB to approve Use Permit #ZP2021-0001, and dismisses the appeal.

Exhibits

A: Findings and Conditions

B: Project Plans, dated July 15, 2021

FINDINGS AND CONDITIONS

DECEMBER 9, 2021

1643 & 1647 California Street

Use Permit #ZP2021-0001 to 1) create new lower basement level, 2) construct a new, second story, and 3) modify the existing duplex layout, resulting in a 3,763 square foot duplex on an existing property

PERMITS REQUIRED

- Use Permit, under Berkeley Municipal Code (BMC) Section 23C.04.070.C to enlarge a lawful non-conforming structure that is non-conforming by reason of violation of the maximum allowable lot coverage;
- Use Permit, under BMC Section 23C.04.070.E to enlarge a lawful non-conforming structure that is non-conforming by reason of violation of the maximum allowable density;
- Administrative Use Permits, under BMC Section 23C.04.070.B to horizontally extend two non-conforming yards (front and rear);
- Administrative Use Permit under BMC section 23D.28.030 to permit a major residential addition;
- Administrative Use Permit under BMC Section 23D.28.070.C to allow an addition over 14 feet in height.; and
- Administrative Use Permit under BMC Section 23D.28.050 to construct a fifth bedroom

I. CEQA FINDINGS

1. The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA, Public Resources Code §21000, et seq. and California Code of Regulations, §15000, et seq.) pursuant to Section 15301 of the CEQA Guidelines (“Existing Facilities”).
2. Furthermore, none of the exceptions in CEQA Guidelines Section 15300.2 apply, as follows: (a) the site is not located in an environmentally sensitive area, (b) there are no cumulative impacts, (c) there are no significant effects, (d) the project is not located near a scenic highway, (e) the project site is not located on a hazardous waste site pursuant to Government Code Section 65962.5, and (f) the project would not affect any historical resource.

II. FINDINGS FOR APPROVAL

1. As required by Section 23B.32.040.A of the BMC, the project, under the circumstances of this particular case existing at the time at which the application is granted, would not be detrimental to the health, safety, peace, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements of the adjacent properties, the surrounding area or neighborhood, or to the general welfare of the City because:
 - A. The project will add a second level to the home, of which there are several examples in the neighborhood.
 - B. The second story addition will step in and comply with the required front and rear yard setbacks.

- C. A basement is proposed to be added. While adding additional square footage to the building, the basement will not create any new impacts to the surrounding neighbors due to its placement partially below grade, maintaining the existing first floor level.
- D. The neighborhood is a mix of residential uses, including apartments and single-family and multi-family homes. Existing structures in the immediate neighborhood vary in height from one to two stories; and
- E. The project approval is subject to the City's standard conditions of approval regarding construction noise and air quality, waste diversion, toxics, and stormwater requirements, thereby ensuring the project will not be detrimental.

III. OTHER FINDINGS FOR APPROVAL

2. Pursuant to BMC Section 23C.04.070.C, additions and/or enlargements of lawful non-conforming structures that are non-conforming by reason of lot coverage are permitted with a Use Permit if the addition/enlargement does not increase coverage or exceed the height limit. The property is non-conforming to the maximum allowable lot coverage, with 50 percent coverage, where 45 percent is the District maximum on this R-2 property. The proposed addition will remove an existing shed in the rear yard, which will reduce the lot coverage to 44 percent, while creating a two-story house, which decreases the allowable lot coverage to 40 percent. While the proposed structure will still be non-conforming to the allowable lot coverage, the project will reduce the non-conformity from 5 percent over the allowable limit to 4 percent over the allowable limit. The proposed addition is located over existing covered area, and therefore, does not increase the non-conforming lot coverage. Additionally, while the addition consists of a second story addition, reaching a total of 23 feet, 10 inches, which complies with the maximum average height limit of 28 feet.
3. Pursuant to BMC Section 23C.04.070.E, additions and/or enlargements of lawful non-conforming structures that are non-conforming by reason of residential density are permitted with a Use Permit if the addition/enlargement does not increase the density or exceed the height limit. The project proposes to maintain the density at two units, therefore, it does not increase the density. As described in Section V.C of the Staff Report, the addition will comply with the allowable average height limit in the district
4. Pursuant to BMC Section 23C.04.070.C, additions and/or enlargements which vertically extend or alter a portion of a building which encroaches into a non-conforming yard may be of lawful non-conforming structures that are non-conforming by reason of residential density are permitted with an Administrative Use Permit if the existing use of the property is conforming and if the addition/enlargement will not 1) reduce any yard below the minimum setback requirements, or further reduce existing non-conforming yards; or 2) exceed the maximum or calculated height limits. As described in the Staff Report, the existing residential structure is non-conforming to the front, rear, and left (north) side setbacks. The proposed addition/enlargement of the house will correct the non-conforming left side setback, but is proposed to vertically extend the non-conforming front and rear setbacks. The front setback will be vertically extended both up (with the second story) and down (with the basement), while the rear setback will be vertically extended down with the expansion of the basement. The second story at the rear will comply with the required 20-foot rear yard setback. As the enlargement of the building will comply with the permitted residential use on the property, and the vertical expansions within the non-conforming setbacks will not further reduce the non-conformity, these expansions are permissible.
5. Pursuant to BMC Section 23D.28.050, an Administrative Use Permit is required to approve the addition of a fifth bedroom to a parcel in the R-2 Zoning District. This project proposes to increase

the total number of bedrooms on the property from four to five bedrooms. The addition of this fifth bedroom will not add density to the site, or intensify the use of the residential property.

IV. STANDARD CONDITIONS OF APPROVAL FOR ALL PROJECTS

The following conditions, as well as all other applicable provisions of the Zoning Ordinance, apply to this Permit:

1. Conditions Shall be Printed on Plans

The conditions of this Permit shall be printed on the *second* sheet of each plan set submitted for a building permit pursuant to this Use Permit, under the title 'Use Permit Conditions.' *Additional sheets* may also be used if the *second* sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable.

2. Applicant Responsible for Compliance with Conditions

The applicant shall ensure compliance with all of the following conditions, including submittal to the project planner of required approval signatures at the times specified. Failure to comply with any condition may result in construction being stopped, issuance of a citation, and/or modification or revocation of the Use Permit.

3. Uses Approved Deemed to Exclude Other Uses (Section 23B.56.010)

- A. This Permit authorizes only those uses and activities actually proposed in the application, and excludes other uses and activities.
- B. Except as expressly specified herein, this Permit terminates all other uses at the location subject to it.

4. Modification of Permits (Section 23B.56.020)

No change in the use or structure for which this Permit is issued is permitted unless the Permit is modified by the Board, except that the Zoning Officer may approve changes that do not expand, intensify, or substantially change the use or building.

Changes in the plans for the construction of a building or structure, may be modified prior to the completion of construction, in accordance with Section 23B.56.030.D. The Zoning Officer may approve changes to plans approved by the Board, consistent with the Board's policy adopted on May 24, 1978, which reduce the size of the project.

5. Plans and Representations Become Conditions (Section 23B.56.030)

Except as specified herein, the site plan, floor plans, building elevations and/or any additional information or representations, whether oral or written, indicating the proposed structure or manner of operation submitted with an application or during the approval process are deemed conditions of approval.

6. Subject to All Applicable Laws and Regulations (Section 23B.56.040)

The approved use and/or construction is subject to, and shall comply with, all applicable City Ordinances and laws and regulations of other governmental agencies. Prior to construction, the applicant shall identify and secure all applicable permits from the Building and Safety Division, Public Works Department and other affected City divisions and departments.

7. Exercised Permit for Use Survives Vacancy of Property (Section 23B.56.080)

Once a Permit for a use is exercised and the use is established, that use is legally recognized, even if the property becomes vacant, except as set forth in Standard Condition #8, below.

of asphalt, concrete, excavated soil and land-clearing debris and a minimum of 65% diversion of other nonhazardous construction and demolition waste.

12. Toxics. The applicant shall contact the Toxics Management Division (TMD) at 1947 Center Street or (510) 981-7470 to determine which of the following documents are required and timing for their submittal:

A. Environmental Site Assessments:

- 1) Phase I & Phase II Environmental Site Assessments (latest ASTM 1527-13). A recent Phase I ESA (less than 2 years old*) shall be submitted to TMD for developments for:
 - All new commercial, industrial and mixed use developments and all large improvement projects.
 - All new residential buildings with 5 or more dwelling units located in the Environmental Management Area (or EMA).
 - EMA is available online at: http://www.cityofberkeley.info/uploadedFiles/IT/Level_3_-_General/ema.pdf
- 2) Phase II ESA is required to evaluate Recognized Environmental Conditions (REC) identified in the Phase I or other RECs identified by TMD staff. The TMD may require a third party toxicologist to review human or ecological health risks that may be identified. The applicant may apply to the appropriate state, regional or county cleanup agency to evaluate the risks.
- 3) If the Phase I is over 2 years old, it will require a new site reconnaissance and interviews. If the facility was subject to regulation under Title 15 of the Berkeley Municipal Code since the last Phase I was conducted, a new records review must be performed.

B. Soil and Groundwater Management Plan:

- 1) A Soil and Groundwater Management Plan (SGMP) shall be submitted to TMD for all non-residential projects, and residential or mixed-use projects with five or more dwelling units, that: (1) are in the Environmental Management Area (EMA) and (2) propose any excavations deeper than 5 feet below grade. The SGMP shall be site specific and identify procedures for soil and groundwater management including identification of pollutants and disposal methods. The SGMP will identify permits required and comply with all applicable local, state and regional requirements.
- 2) The SGMP shall require notification to TMD of any hazardous materials found in soils and groundwater during development. The SGMP will provide guidance on managing odors during excavation. The SGMP will provide the name and phone number of the individual responsible for implementing the SGMP and post the name and phone number for the person responding to community questions and complaints.
- 3) TMD may impose additional conditions as deemed necessary. All requirements of the approved SGMP shall be deemed conditions of approval of this Use Permit.

C. Building Materials Survey:

- 1) Prior to approving any permit for partial or complete demolition and renovation activities involving the removal of 20 square or lineal feet of interior or exterior walls, a building materials survey shall be conducted by a qualified professional. The survey shall include, but not be limited to, identification of any lead-based paint, asbestos, polychlorinated biphenyl (PBC) containing equipment, hydraulic fluids in elevators or lifts, refrigeration systems, treated wood and mercury containing devices (including fluorescent light bulbs and mercury switches). The Survey shall include plans on hazardous waste or hazardous materials removal, reuse or disposal procedures to be implemented that fully comply state hazardous waste generator requirements (22 California Code of Regulations 66260 et seq). The Survey becomes a condition of any building or demolition permit for the project.

Documentation evidencing disposal of hazardous waste in compliance with the survey shall be submitted to TMD within 30 days of the completion of the demolition. If asbestos is identified, Bay Area Air Quality Management District Regulation 11-2-401.3 a notification must be made and the J number must be made available to the City of Berkeley Permit Service Center.

D. Hazardous Materials Business Plan:

- 1) A Hazardous Materials Business Plan (HMBP) in compliance with BMC Section 15.12.040 shall be submitted electronically at <http://cers.calepa.ca.gov/> within 30 days if on-site hazardous materials exceed BMC 15.20.040. HMBP requirement can be found at <http://ci.berkeley.ca.us/hmr/>

During Construction:

13. Construction Hours. Construction activity shall be limited to between the hours of 8:00 AM and 6:00 PM on Monday through Friday, and between 9:00 AM and Noon on Saturday. No construction-related activity shall occur on Sunday or any Federal Holiday.
14. Public Works - Implement BAAQMD-Recommended Measures during Construction. For all proposed projects, BAAQMD recommends implementing all the Basic Construction Mitigation Measures, listed below to meet the best management practices threshold for fugitive dust:
 - A. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - B. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - C. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - D. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - E. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - F. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - G. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
 - H. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
15. Air Quality - Diesel Particulate Matter Controls during Construction. All off-road construction equipment used for projects with construction lasting more than 2 months shall comply with **one** of the following measures:
 - A. The project applicant shall prepare a health risk assessment that demonstrates the project's on-site emissions of diesel particulate matter during construction will not exceed health risk screening criteria after a screening-level health risk assessment is conducted in accordance with current guidance from BAAQMD and OEHHA. The health risk assessment shall be submitted to the Land Use Planning Division for review and approval prior to the issuance of building permits; or

- B. All construction equipment shall be equipped with Tier 2 or higher engines and the most effective Verified Diesel Emission Control Strategies (VDECS) available for the engine type (Tier 4 engines automatically meet this requirement) as certified by the California Air Resources Board (CARB). The equipment shall be properly maintained and tuned in accordance with manufacturer specifications.

In addition, a Construction Emissions Minimization Plan (Emissions Plan) shall be prepared that includes the following:

- An equipment inventory summarizing the type of off-road equipment required for each phase of construction, including the equipment manufacturer, equipment identification number, engine model year, engine certification (tier rating), horsepower, and engine serial number. For all VDECS, the equipment inventory shall also include the technology type, serial number, make, model, manufacturer, CARB verification number level, and installation date.
- A Certification Statement that the Contractor agrees to comply fully with the Emissions Plan and acknowledges that a significant violation of the Emissions Plan shall constitute a material breach of contract. The Emissions Plan shall be submitted to the Public Works Department for review and approval prior to the issuance of building permits.

16. Construction and Demolition Diversion. Divert debris according to your plan and collect required documentation. Get construction debris receipts from sorting facilities in order to verify diversion requirements. Upload recycling and disposal receipts if using [Green Halo](#) and submit online for City review and approval prior to final inspection. Alternatively, complete the second page of the original [Construction Waste Management Plan](#) and present it, along with your construction debris receipts, to the Building Inspector by the final inspection to demonstrate diversion rate compliance. The Zoning Officer may request summary reports at more frequent intervals, as necessary to ensure compliance with this requirement.
17. Low-Carbon Concrete. The project shall maintain compliance with the Berkeley Green Code (BMC Chapter 19.37) including use of concrete mix design with a cement reduction of at least 25%. Documentation on concrete mix design shall be available at all times at the construction site for review by City Staff.
18. Transportation Construction Plan. The applicant and all persons associated with the project are hereby notified that a Transportation Construction Plan (TCP) is required for all phases of construction, particularly for the following activities:
- Alterations, closures, or blockages to sidewalks, pedestrian paths or vehicle travel lanes (including bicycle lanes);
 - Storage of building materials, dumpsters, debris anywhere in the public ROW;
 - Provision of exclusive contractor parking on-street; or
 - Significant truck activity.

The applicant shall secure the City Traffic Engineer's approval of a TCP. Please contact the Office of Transportation at 981-7010, or 1947 Center Street, and ask to speak to a traffic engineer. In addition to other requirements of the Traffic Engineer, this plan shall include the locations of material and equipment storage, trailers, worker parking, a schedule of site operations that may block traffic, and provisions for traffic control. The TCP shall be consistent with any other requirements of the construction phase.

Contact the Permit Service Center (PSC) at 1947 Center Street or 981-7500 for details on obtaining Construction/No Parking Permits (and associated signs and accompanying dashboard permits). Please note that the Zoning Officer and/or Traffic Engineer may limit off-site parking of construction-related vehicles if necessary to protect the health, safety or convenience of the surrounding neighborhood. A current copy of this Plan shall be available at all times at the construction site for review by City Staff.

19. Avoid Disturbance of Nesting Birds. Initial site disturbance activities, including vegetation and concrete removal, shall be prohibited during the general avian nesting season (February 1 to August 30), if feasible. If nesting season avoidance is not feasible, the applicant shall retain a qualified biologist to conduct a preconstruction nesting bird survey to determine the presence/absence, location, and activity status of any active nests on or adjacent to the project site. The extent of the survey buffer area surrounding the site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the MBTA and CFGC, nesting bird surveys shall be performed not more than 14 days prior to scheduled vegetation and concrete removal. In the event that active nests are discovered, a suitable buffer (typically a minimum buffer of 50 feet for passerines and a minimum buffer of 250 feet for raptors) shall be established around such active nests and no construction shall be allowed inside the buffer areas until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest). No ground-disturbing activities shall occur within this buffer until the qualified biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Nesting bird surveys are not required for construction activities occurring between August 31 and January 31.
20. Archaeological Resources (Ongoing throughout demolition, grading, and/or construction). Pursuant to CEQA Guidelines section 15064.5(f), "provisions for historical or unique archaeological resources accidentally discovered during construction" should be instituted. Therefore:
- A. In the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant and/or lead agency shall consult with a qualified archaeologist, historian or paleontologist to assess the significance of the find.
 - B. If any find is determined to be significant, representatives of the project proponent and/or lead agency and the qualified professional would meet to determine the appropriate avoidance measures or other appropriate measure, with the ultimate determination to be made by the City of Berkeley. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and/or a report prepared by the qualified professional according to current professional standards.
 - C. In considering any suggested measure proposed by the qualified professional, the project applicant shall determine whether avoidance is necessary or feasible in light of factors such as the uniqueness of the find, project design, costs, and other considerations.
 - D. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation measures for cultural resources is carried out.
 - E. If significant materials are recovered, the qualified professional shall prepare a report on the findings for submittal to the Northwest Information Center.

- 21. Human Remains (Ongoing throughout demolition, grading, and/or construction).** In the event that human skeletal remains are uncovered at the project site during ground-disturbing activities, all work shall immediately halt and the Alameda County Coroner shall be contacted to evaluate the remains, and following the procedures and protocols pursuant to Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, and all excavation and site preparation activities shall cease within a 50-foot radius of the find until appropriate arrangements are made. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance and avoidance measures (if applicable) shall be completed expeditiously.
- 22. Paleontological Resources (Ongoing throughout demolition, grading, and/or construction).** In the event of an unanticipated discovery of a paleontological resource during construction, excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified paleontologist (per Society of Vertebrate Paleontology standards [SVP 1995,1996]). The qualified paleontologist shall document the discovery as needed, evaluate the potential resource, and assess the significance of the find. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the City determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource important, and such plan shall be implemented. The plan shall be submitted to the City for review and approval.
- 23. Stormwater Requirements.** The applicant shall demonstrate compliance with the requirements of the City's National Pollution Discharge Elimination System (NPDES) permit as described in BMC Section 17.20. The following conditions apply:
- A. The project plans shall identify and show site-specific Best Management Practices (BMPs) appropriate to activities conducted on-site to limit to the maximum extent practicable the discharge of pollutants to the City's storm drainage system, regardless of season or weather conditions.
 - B. Trash enclosures and/or recycling area(s) shall be covered; no other area shall drain onto this area. Drains in any wash or process area shall not discharge to the storm drain system; these drains should connect to the sanitary sewer. Applicant shall contact the City of Berkeley and EBMUD for specific connection and discharge requirements. Discharges to the sanitary sewer are subject to the review, approval and conditions of the City of Berkeley and EBMUD.
 - C. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration and minimize the use of fertilizers and pesticides that contribute to stormwater pollution. Where feasible, landscaping should be designed and operated to treat runoff. When and where possible, xeriscape and drought tolerant plants shall be incorporated into new development plans.
 - D. Design, location and maintenance requirements and schedules for any stormwater quality treatment structural controls shall be submitted to the Department of Public Works for review with respect to reasonable adequacy of the controls. The review does not relieve the property owner of the responsibility for complying with BMC Chapter 17.20 and future revisions to the City's overall stormwater quality ordinances. This review shall be conducted prior to the issuance of a Building Permit.

- E. All paved outdoor storage areas must be designed to reduce/limit the potential for runoff to contact pollutants.
 - F. All on-site storm drain inlets/catch basins must be cleaned at least once a year immediately prior to the rainy season. The property owner shall be responsible for all costs associated with proper operation and maintenance of all storm drainage facilities (pipelines, inlets, catch basins, outlets, etc.) associated with the project, unless the City accepts such facilities by Council action. Additional cleaning may be required by City of Berkeley Public Works Engineering Dept.
 - G. All on-site storm drain inlets must be labeled “No Dumping – Drains to Bay” or equivalent using methods approved by the City.
 - H. Most washing and/or steam cleaning must be done at an appropriately equipped facility that drains to the sanitary sewer. Any outdoor washing or pressure washing must be managed in such a way that there is no discharge or soaps or other pollutants to the storm drain. Sanitary connections are subject to the review, approval and conditions of the sanitary district with jurisdiction for receiving the discharge.
 - I. Sidewalks and parking lots shall be swept regularly to prevent the accumulation of litter and debris. If pressure washed, debris must be trapped and collected to prevent entry to the storm drain system. If any cleaning agent or degreaser is used, wash water shall not discharge to the storm drains; wash waters should be collected and discharged to the sanitary sewer. Discharges to the sanitary sewer are subject to the review, approval and conditions of the sanitary district with jurisdiction for receiving the discharge.
 - J. The applicant is responsible for ensuring that all contractors and sub-contractors are aware of and implement all stormwater quality control measures. Failure to comply with the approved construction BMPs shall result in the issuance of correction notices, citations, or a project stop work order.
- 24. Public Works.** All piles of debris, soil, sand, or other loose materials shall be covered at night and during rainy weather with plastic at least one-eighth millimeter thick and secured to the ground.
- 25. Public Works.** The applicant shall ensure that all excavation takes into account surface and subsurface waters and underground streams so as not to adversely affect adjacent properties and rights-of-way.
- 26. Public Works.** The project sponsor shall maintain sandbags or other devices around the site perimeter during the rainy season to prevent on-site soils from being washed off-site and into the storm drain system. The project sponsor shall comply with all City ordinances regarding construction and grading.
- 27. Public Works.** Prior to any excavation, grading, clearing, or other activities involving soil disturbance during the rainy season the applicant shall obtain approval of an erosion prevention plan by the Building and Safety Division and the Public Works Department. The applicant shall be responsible for following these and any other measures required by the Building and Safety Division and the Public Works Department.
- 28. Public Works.** The removal or obstruction of any fire hydrant shall require the submission of a plan to the City’s Public Works Department for the relocation of the fire hydrant during construction.

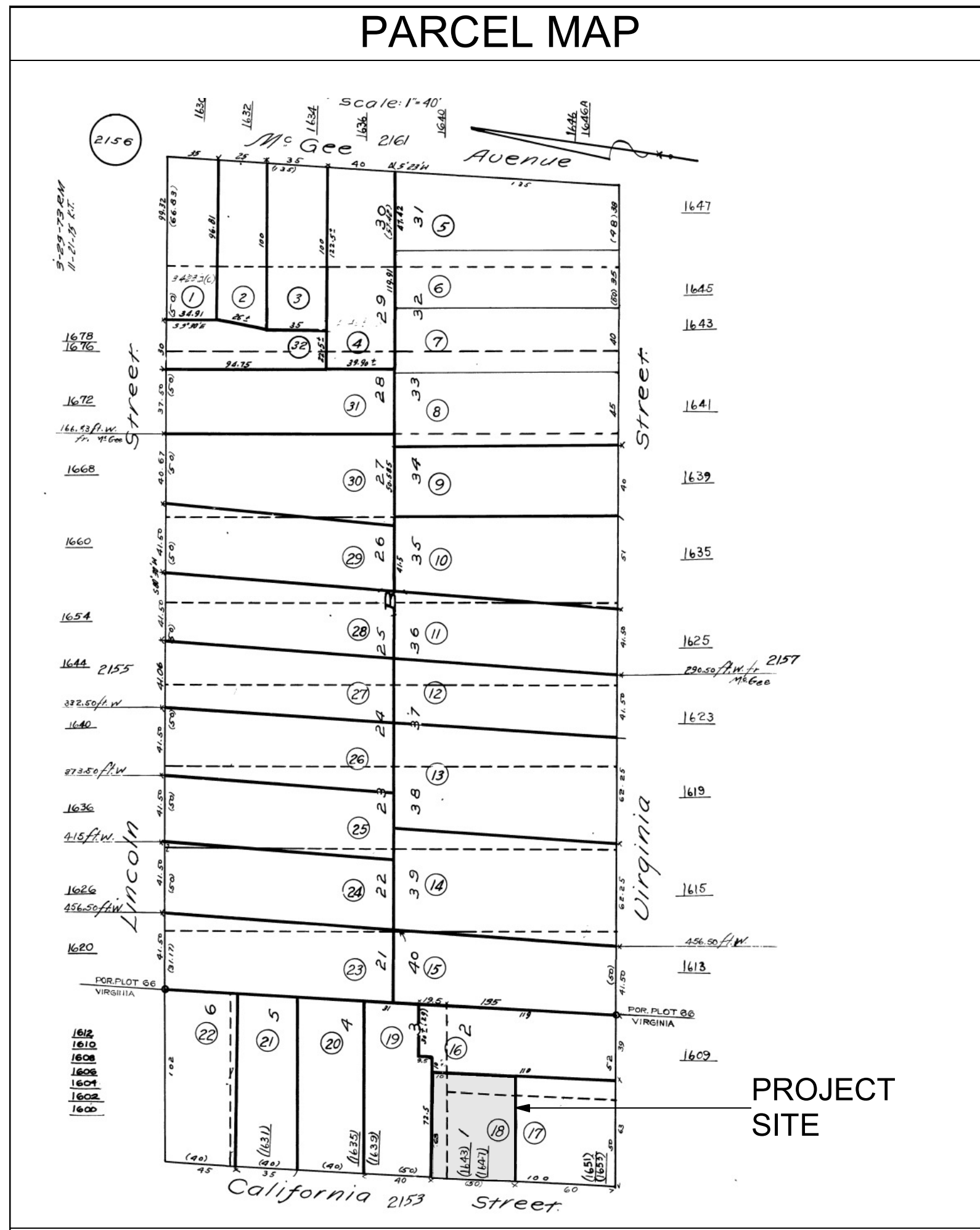
- 29. Public Works.** If underground utilities leading to adjacent properties are uncovered and/or broken, the contractor involved shall immediately notify the Public Works Department and the Building & Safety Division, and carry out any necessary corrective action to their satisfaction.

Prior to Final Inspection or Issuance of Occupancy Permit:

- 30. Compliance with Conditions.** The project shall conform to the plans and statements in the Use Permit. The developer is responsible for providing sufficient evidence to demonstrate compliance with the requirements throughout the implementation of this Use Permit.
- 31. Compliance with Approved Plan.** The project shall conform to the plans and statements in the Use Permit. All landscape, site and architectural improvements shall be completed per the attached approved drawings dated August 26, 2021, except as modified by conditions of approval.

At All Times:

- 32. Exterior Lighting.** All exterior lighting shall be energy efficient where feasible; and shielded and directed downward and away from property lines to prevent excessive glare beyond the subject property.
- 33. Electrical Meter.** Only one electrical meter fixture may be installed per dwelling unit.
- 34. Loading.** All loading/unloading activities associated with deliveries to all uses shall be restricted to the hours of 7:00 a.m. to 10:00 p.m. daily.
- 35.** This permit is subject to review, imposition of additional conditions, or revocation if factual complaint is received by the Zoning Officer that the maintenance or operation of this establishment is violating any of these or other required conditions or is detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood or is detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.
- 36.** All exterior lighting shall be shielded and directed downward and away from property lines to prevent excessive glare beyond the subject property.



OPPENHEIMER RESIDENCE

1643 & 1647 California St. CA 94703

SCOPE OF WORK

The proposed project includes an addition to and remodel of an existing, one-story, two-family residence (duplex). Components of the project include:

Reconfigure existing duplex to create one larger unit and one smaller apartment. All work shall be within the building footprint. The building shall remain as a duplex. The preliminary program includes the following:

Basement/First floor:

- Excavate down to create new bedroom, full bath, home gym and family room and mech. room/storage

Second floor:

- Reconfigure layout as needed to create a larger unit with one smaller apartment
- Rebuild/reconfigure existing porch and entry stairs as required
- Create new stairs to basement floor and second floor addition

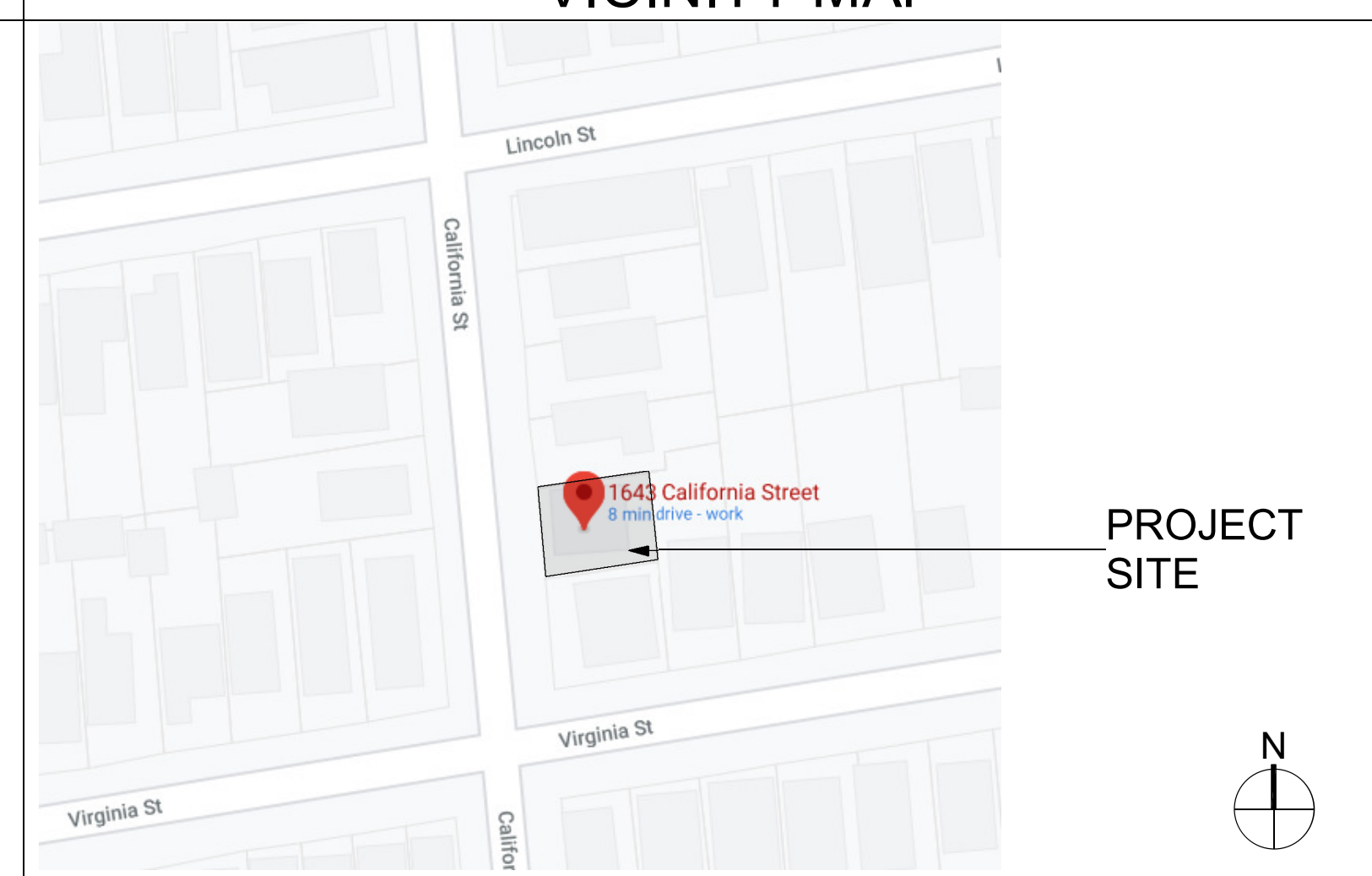
Third floor:

- Create new bedrooms, bathrooms and laundry room
- Create new balcony at front

Miscellaneous:

- Update all mechanical, electrical and plumbing systems as required for new work
- Reconfigure and rebuild front stairs per new design

VICINITY MAP



PROJECT DIRECTORY

Owner:
Ido and Tamar Oppenheimer
1643 & 1647 California St.
Berkeley, CA 94703
Tel: 510 486-8387

Architect:
Sundeep Grewal
Studio G+S, Architects
2223 5th St.
Berkeley, CA 94710
Tel: 510-548-7448
sunny@sgsarch.com

Project Address:
1643 & 1647 California St.
Berkeley, CA 94703
APN: 58-2156-18

PROJECT DATA

Occupancy: R-3 Duplex
Proposed Construction: Type V-B
Fire Sprinkler System: No

Zoning/General Plan Regulation
Zoning District: R-2 (Restricted Two-Family Residential)
General Plan Area: LMDR
Downtown Arts District Overlay: No
Commercial District With Use Quotas: No

Seismic Safety
Earthquake Fault Rupture(Alquist-Priolo) Zone: No
Landslide (Seismic Hazards Mapping Act): No
Liquefaction (Seismic Hazards Mapping Act): No
Un-reinforced Masonry Building Inventory: No

Historic Preservation
Landmarks or Structure of Merit: No

Environmental Safety
Creek Buffer: None
Fire Zone: 1
Flood Zone(100-year or 1%): No

Wildlife Urban Interface: No

SHEET INDEX

- Architectural:**
- A0.0 Scope Of Work, Vicinity Map, Parcel Map, Project Data Sheet Index, Abbreviations, Applicable Codes Project Directory, Photos
 - A0.1 Existing Site Plan, Proposed Site Plans
 - A0.2 Site Survey
 - A1.1 Existing Floor Plan
Existing Exterior Elevations
 - A2.1 Proposed Floor Plan
 - A2.2 Proposed Floor Plans
 - A3.1 Front Elevation Comparison, Exterior Renderings
 - A3.2 Proposed Exterior Elevations
 - A3.3 Building Section, Renderings
 - A4.1 Shadow Study
 - A4.2 Shadow Study
 - A4.3 Shadow Study
 - A5.1 Demolition Diagram

APPLICABLE CODES

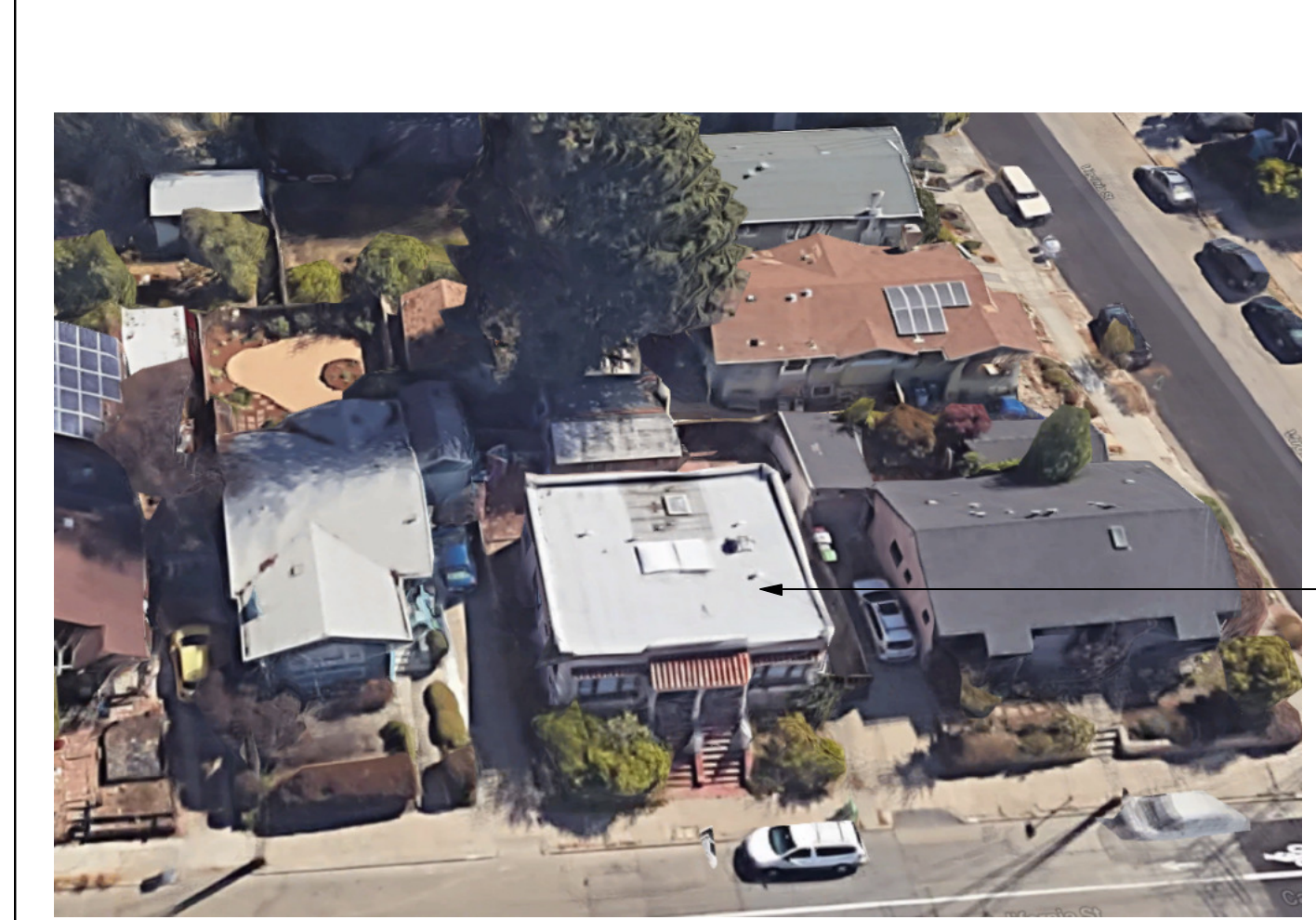
2019 California Building Code (CBC) Volume 1
2019 California Building Code (CBC) Volume 2
2019 California Residential Code (CRC)
2019 California Energy Code (CBEES)
2019 California Green Building Standards Code (CALGreen)
2019 California Electrical Code (CEC)
2019 California Plumbing Code (CPC)
2019 California Mechanical Code (CMC)

This project shall conform to all the above codes and any local and state laws and regulations adopted by the City of Berkeley, CA.

ABBREVIATIONS

&	and	fdn.	foundation	pr.	pair
@	at	fin.	finish	p.s.	plumbing stack
perpen.	perpendicular	fl.	floor	pt.	point
#	pound or number	flsh.	flashing	p.t.	pressure treated
(e)	existing	flur.	fluorescent	ptd.	painted
(n)	new	f.o.c.	face of concrete	r.	riser
(r)	renovated	f.o.f.	face of finish	r.a.	return air
a.f.f.	above finished floor	f.o.s.	face of studs	ref.	reference
acous.	acoustical	ft.	foot or feet	refr.	refrigerator
adj.	adjacent/ adjustable	ftg.	footing	rgtr.	register
alum.	aluminum	furn.	furnace	reinf.	reinforced
approx.	approximate	g.a.	gauge	req.	required
arch.	architectural	gal	gallon	rm.	room
asph.	asphalt	g.s.m.	galvanized sheet metal	r.o.	rough opening
bd.	board	gl.	glass	rwd.	redwood
bdg.	building	gnd.	ground	r.w.l.	rain water leader
blk.	block	gr.	grade	s.	south
blkg.	blocking	gyp. bd.	gypsum board	s.c.	solid core
bm.	beam	h.b.	hose bibb	sched.	schedule
bot.	bottom	hdwd.	hardwood	sect.	section
b.p.	building paper	h.f.	hem fir	sh.	shelf
b/w	between	horiz.	horizontal	shr.	shower
cab.	cabinet	hgt.	height	sim.	similar
cem.	cement	i.d.	inside diameter (dia.)	s.mech.	see mechanical drawings
cer.	ceramic	insul.	insulation	s.o.	sash opening
cl.	center line	int.	interior	spec.	specification
clg.	ceiling	jt.	joint	sq.	square
clkg.	caulking	kit.	kitchen	s.s.d.	see structural drawings
c.o.	cleanout	lav.	lavatory	sst.	stainless steel
clo.	closet	loc.	location	std.	standard
clr.	clear	lt.	light	stl.	steel
col.	column	max.	maximum	stor.	storage
comp.	composition	m.c.	medicine cabinet	struct.	structure
conc.	concrete	mech.	mechanical	sym.	symmetrical
constr.	construction	memb.	membrane	t.	tread or tempered
cont.	continuous	manuf.	manufacturer	t.b.	towel bar
det.	detail	min.	minimum	tel.	telephone
d.f.	douglas fir	mir.	mirror	t. & g.	tongue & groove
dia.	diameter	misc.	miscellaneous	thk.	thick
dim.	dimension	mtd.	mounted	t.b.r.	to be removed
dir.	direction	mtl.	metal	t.o.	top of
disp.	disposal	n.	north	t.p.d.	toilet paper dispenser
d.w.	dishwasher	nat.	natural	t.v.	television
dr.	door	nece.	necessary	typ.	typical
drw.	drawer	neoprene	neoprene	unf.	unfinished
drg.	drawing	n.i.c.	not in contract	u.o.n.	unless otherwise noted
drgs.	drawings	no.	number	vert.	vertical
e.	east	nom.	nominal	v.g.	vertical grain
ea.	each	n.i.s.	not to scale	v.i.f.	verify in field
el.	elevation	o.a.	overall	w.h.	water heater
elec.	electrical	o.c.	on center	w.	west
encd.	enclosure	o.d.	outside diameter (dim.)	w/	with
eq.	equal	opng.	opening	wd.	wood
eqpt.	equipment	opp.	opposite	w/o	without
ext.	exterior	pl.	property line	w.o.	where occurs
f.	frosted	p.lam.	plastic laminate	wp.	waterproof
f.d.c.	fire dept. connection	plywd.	plywood	wt.	weight

SITE PHOTOS



Aerial of existing duplex



Front and right Side of existing duplex

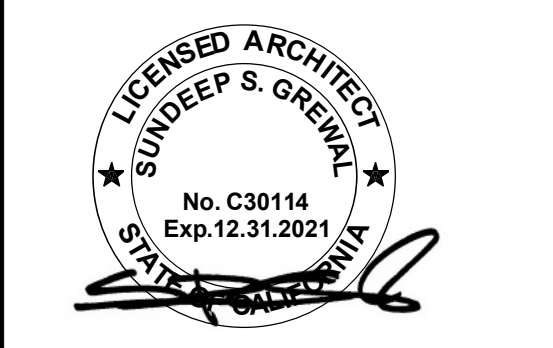


Front and left Side of existing duplex

	Tabulations		
	Required/Allowed	Existing	Proposed
Set Backs:			
Front	20'-0"	10'-10"	10'-10" no change
Rear:	20'-0"	16'-10"	16'-10" no change
Left side:	4'-0"	3'-11"	4'-0" no change
Right side:	4'-0"	5'-6"	5'-5" no change
Habitable Floor Area:			
Unit 1:			
Basement floor:		0 s.f.	1,342 s.f.
First floor:		667 s.f.	901 s.f.
Second floor:		0 s.f.	1,019 s.f.
Total Area Unit 1:		667 s.f.	3,262 s.f. (2,595 s.f. new)
Unit 2:			
Basement floor:		0 s.f.	0 s.f.
First floor:		667 s.f.	501 s.f.
Second floor:		0 s.f.	0 s.f.
Total Area Unit 2:		667 s.f.	501 s.f.
Total Area:		1,334 s.f.	3,763 s.f. (2,229 s.f. new)
Bedroom Count:		3 total	5 total
Non-Habitable Area:			
Accessory Structure:		167 s.f.	0 s.f.
Building Height:			
Main Building:	28'-0" 35'-0" w/ AUP	13'-6" 13'-6"	23'-10"
Parking:	2	0	0
Lot Size:	4,500 s.f.	3,142 s.f.	3,142 s.f.
Total Foot Print:			
House:		1,342 s.f.	1,342 s.f.
Covered Porch:		60 s.f.	0 s.f.
Accessory Structure:		167 s.f.	0 s.f.
Total:	1,085 for 3 stories	1,569 s.f.	1,382 s.f.
Lot Coverage:	45% (1 story) 40% (2 story) 35% (3 story)	49.94%	43.98% (5.96% reduction)
Usable Open Space:	400 s.f./unit	500 s.f.	1,029 s.f.



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Berkeley, CA 94703
APN: 58-2156-18

Sheet Contents:
Sheet Index
Applicable Codes
Abbreviations
Vicinity Map
Project Data
Scope of Work
Project Directory
Photos

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Project No: **20-13-420**

Drawn By: **SSG**

Checked By: **SSG**

Scale: **N/A**

Revisions:
Use Permit Set: 12-10-2020

Redesign: 5-25-2021

Planning Review: 6-29-2021

Planning Review: 7-15-2021

Planning Review: 8-26-2021

Sheet **A0.0**



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Sheet Contents:
Existing Site Plan
Proposed Site Plan

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Project No:
20-13-420

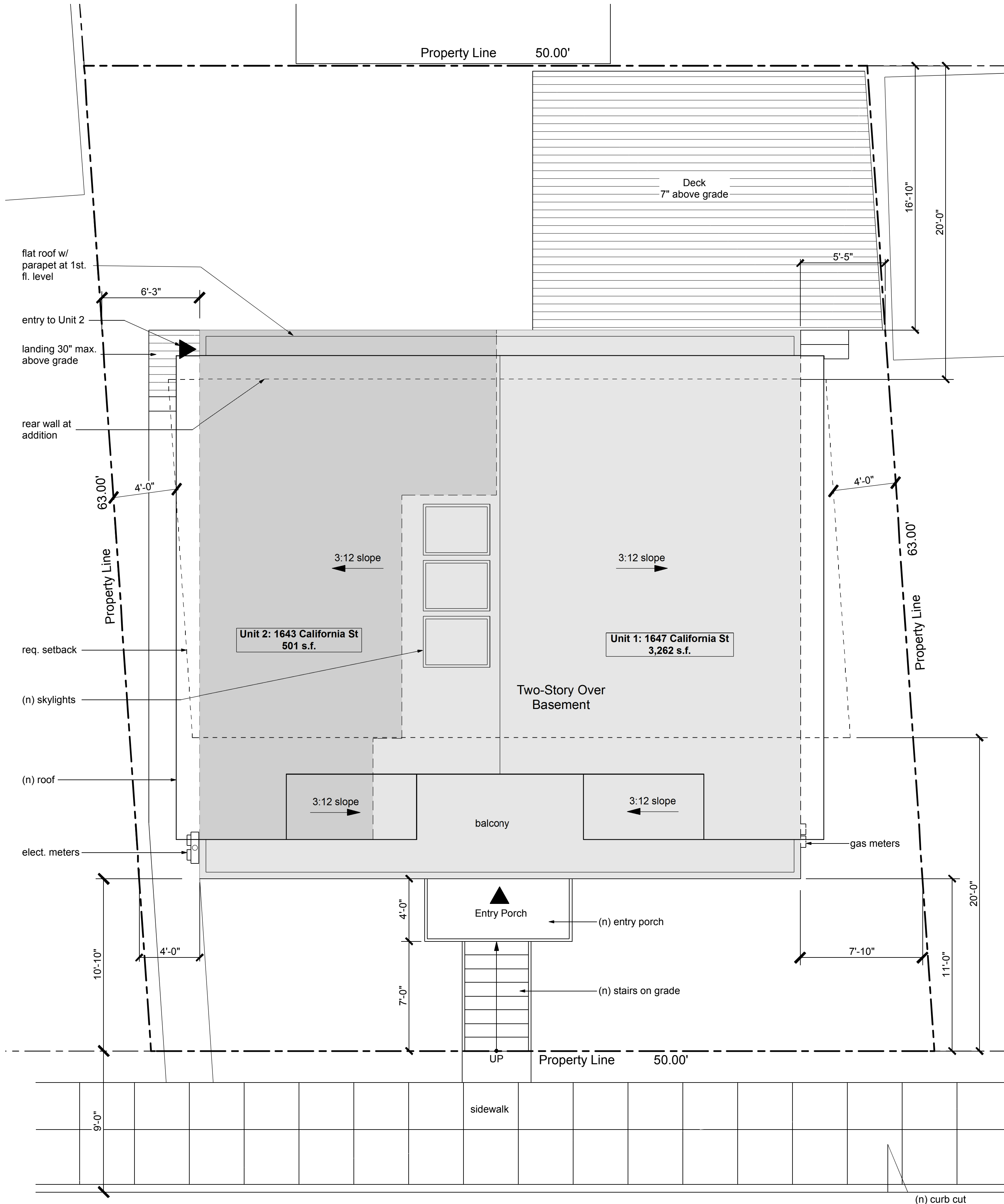
Drawn By:
SSG

Checked By:
SSG

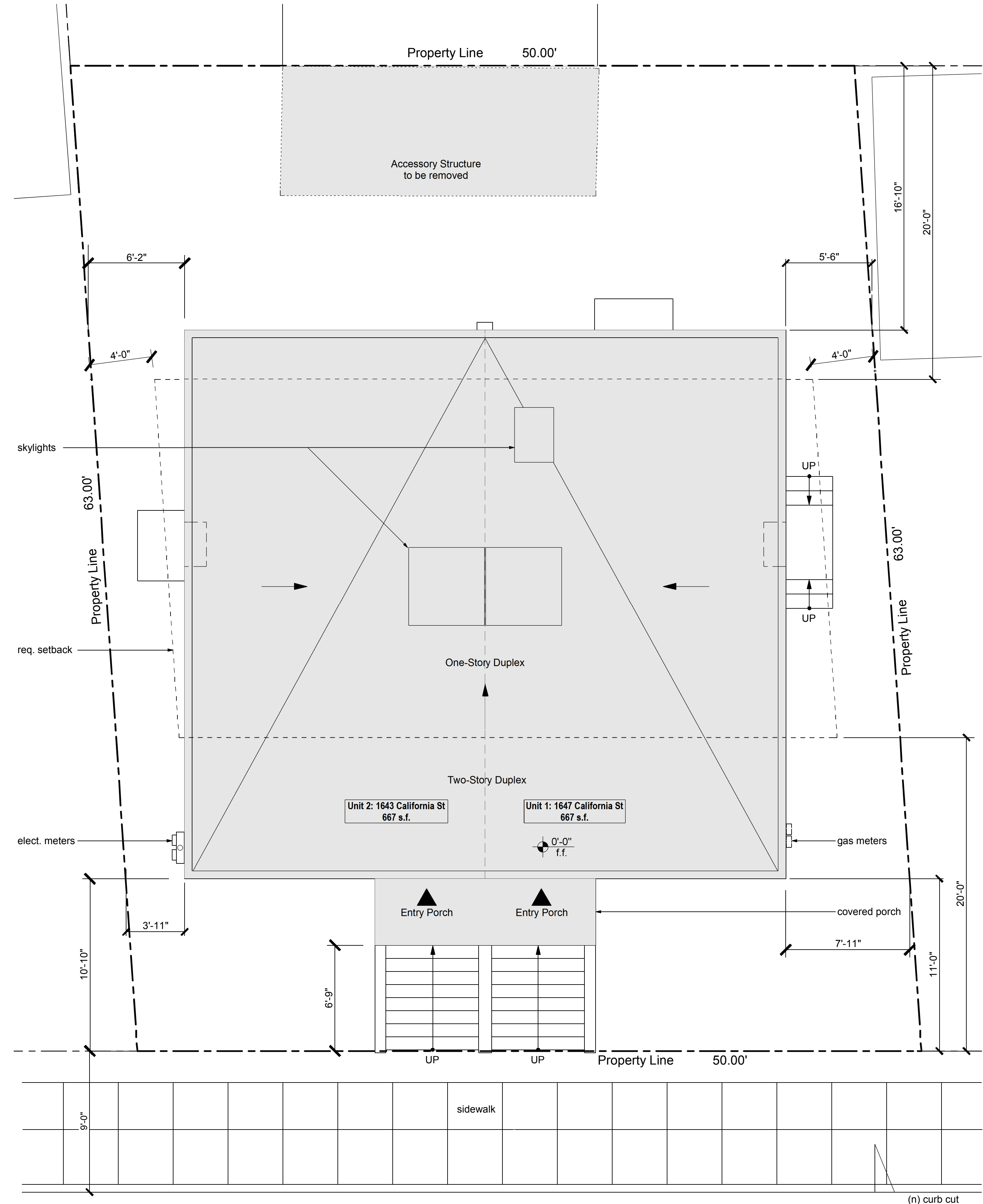
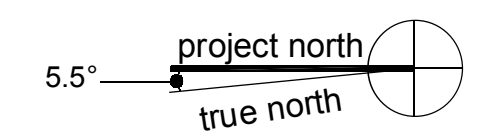
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Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021

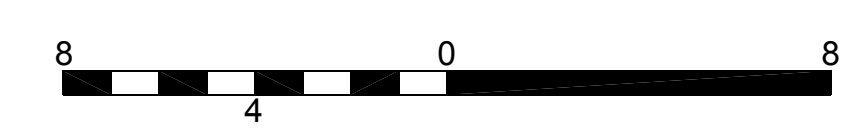
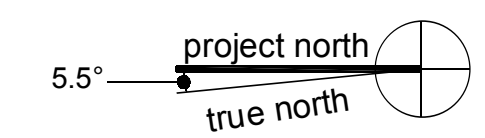
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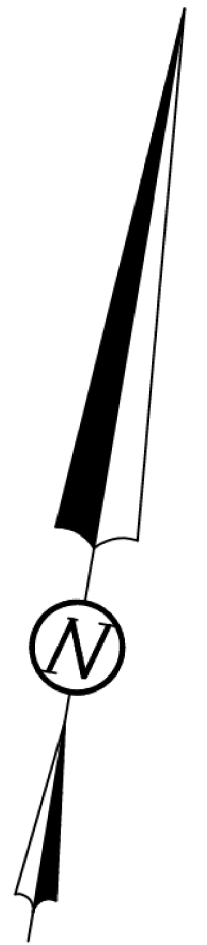


2 Proposed Site Plan

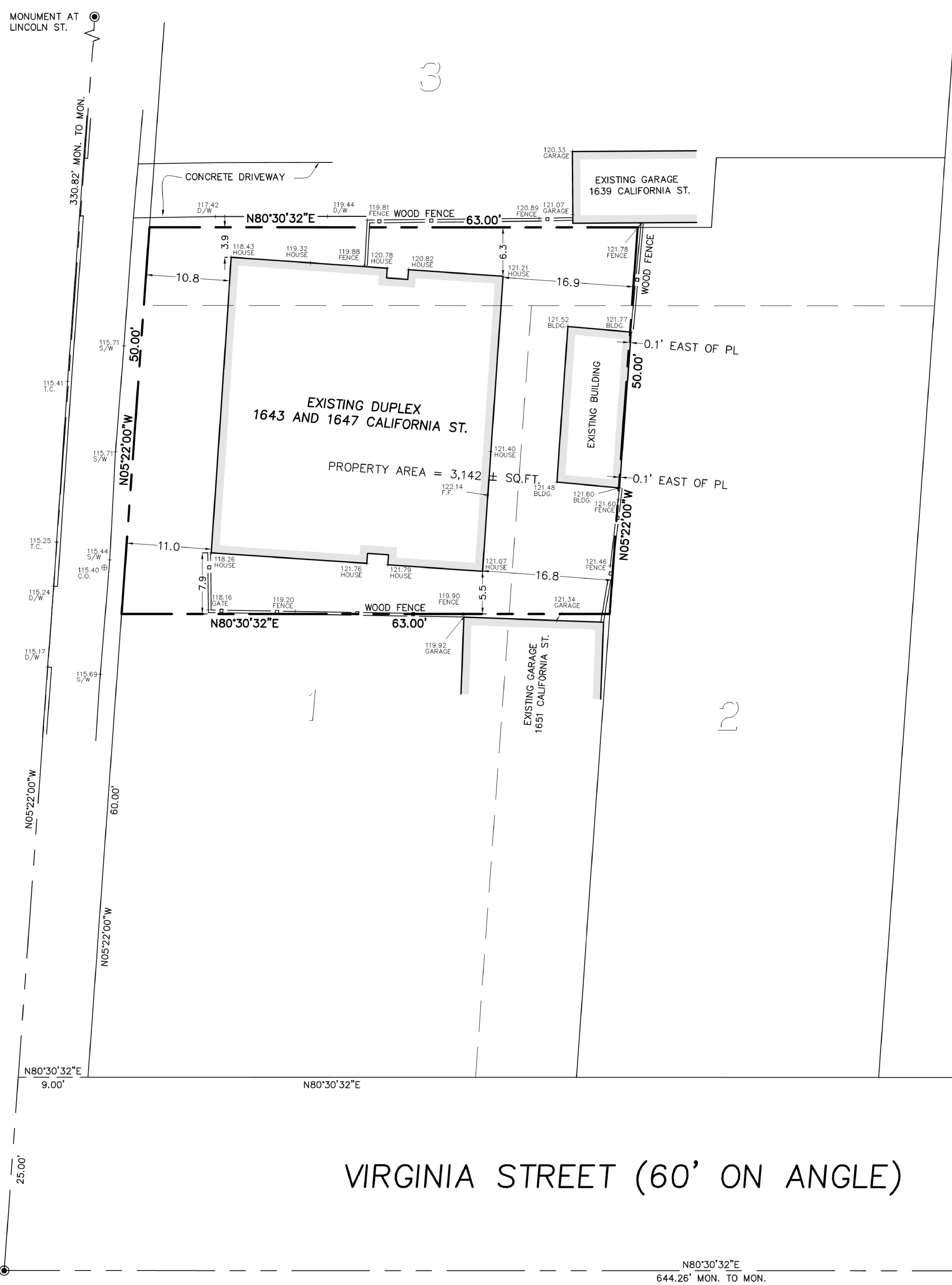


1 Existing Site Plan

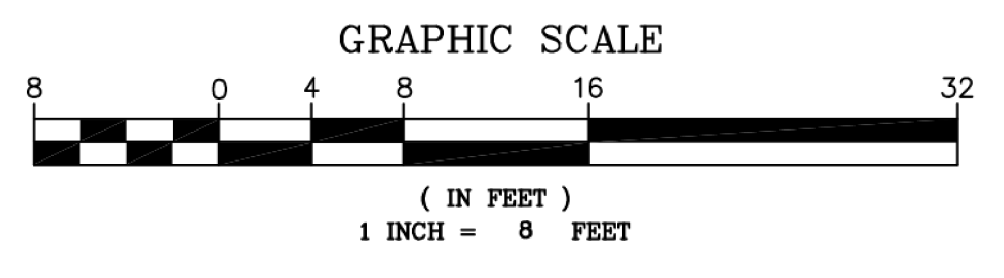




CALIFORNIA STREET (60' ON ANGLE)



VIRGINIA STREET (60' ON ANGLE)



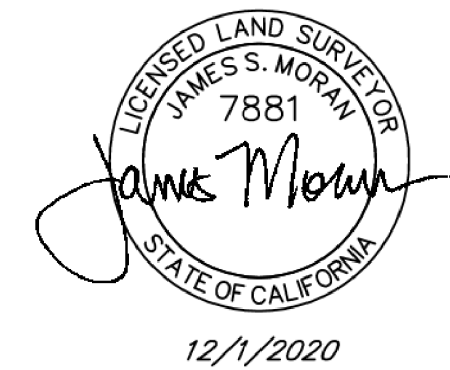
HOUSE LOCATION SURVEY

PORTION OF LOTS 1, 2 AND 3, MAP OF VIRGINIA TRACT, FILED OCTOBER 4, 1890 (8 M 43)
LOCATED AT 1643-1647 CALIFORNIA STREET
CITY OF BERKELEY, COUNTY OF ALAMEDA, CALIFORNIA

NOVEMBER 17, 2020 SCALE: 1" = 8'

MORAN ENGINEERING, INC.

CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930



LEGEND

- FOUND MONUMENT PER PM 6679 (213 M 50)
- BLDG. BUILDING
- C.O. CLEAN-OUT
- D/W DRIVEWAY
- F.H. FIRE HYDRANT
- J.P. JOINT POLE
- M.H. MAN HOLE
- S/W SIDEWALK
- T.C. TOP OF CURB

GENERAL NOTES

BENCHMARK: MONUMENT PIN ON THE WEST SIDE OF SACRAMENTO STREET AT VIRGINIA STREET. ELEVATION = 108.683 PER CITY OF BERKELEY ENGINEERING DIVISION RECORDS. ELEVATIONS ARE BASED UPON THE CITY OF BERKELEY DATUM.

THIS SURVEY IS BASED UPON THE GRANT DEED TO LAWYERS ASSET MANAGEMENT INC. RECORDED DECEMBER 1, 1989 SERIES 89-324628, ALAMEDA COUNTY RECORDS.

THE BEARINGS ON THIS MAP ARE BASED UPON THE MONUMENT LINE IN CALIFORNIA STREET WITH A BEARING OF N05°22'00"W AS SHOWN ON PARCEL MAP 6679 FILED MARCH 29, 1994 IN BOOK 213 OF MAPS PAGES 49-50.



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Sheet Contents:
Site Survey

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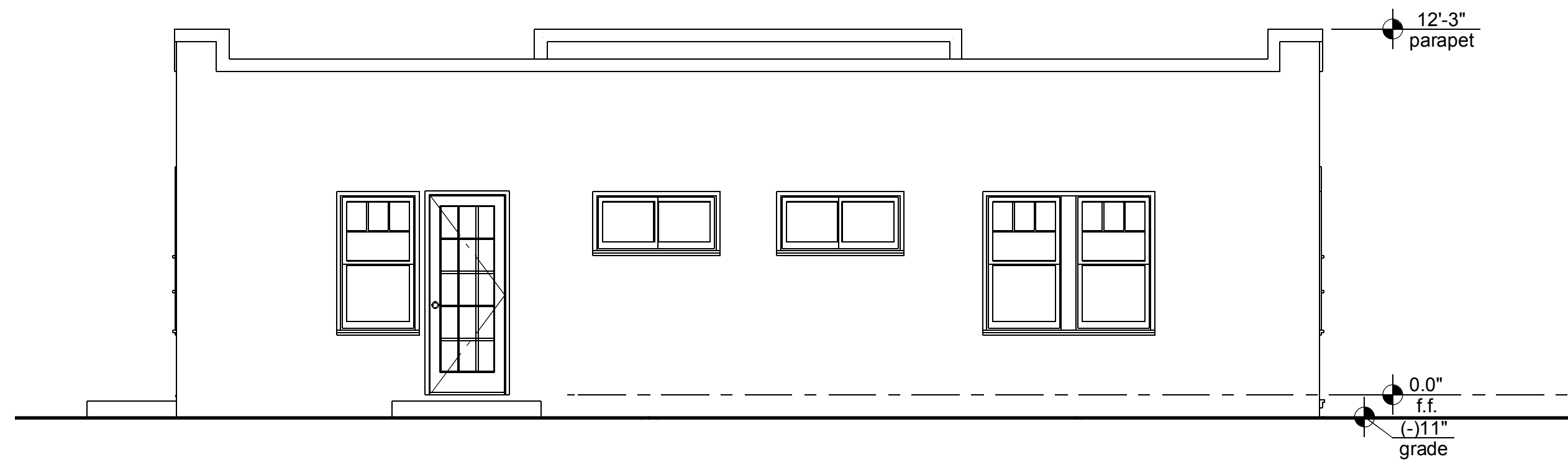
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Checked By: SSG

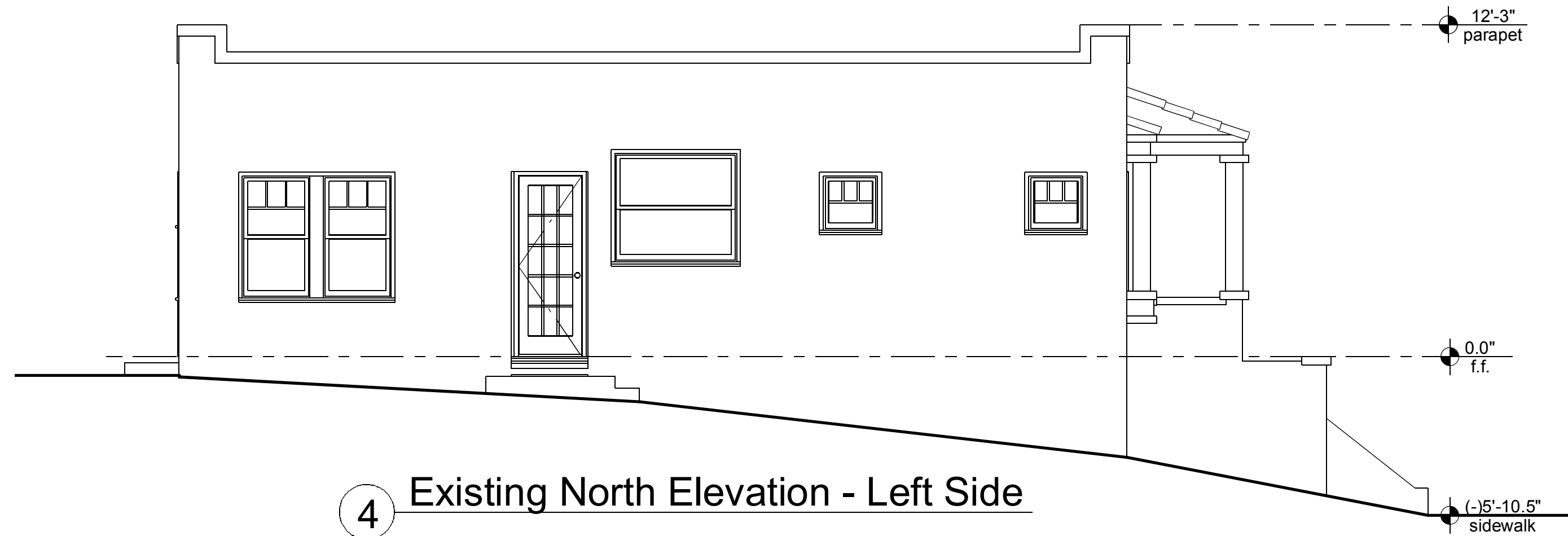
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Revisions:
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Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021

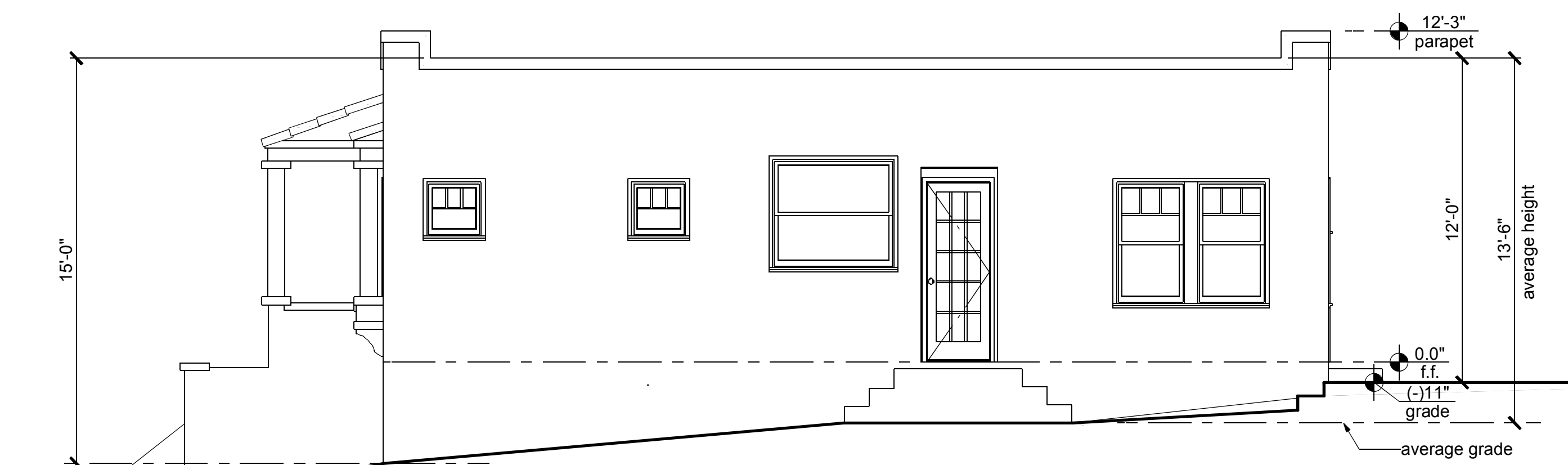
Sheet **A0.2**



5 Existing East Elevation - Rear



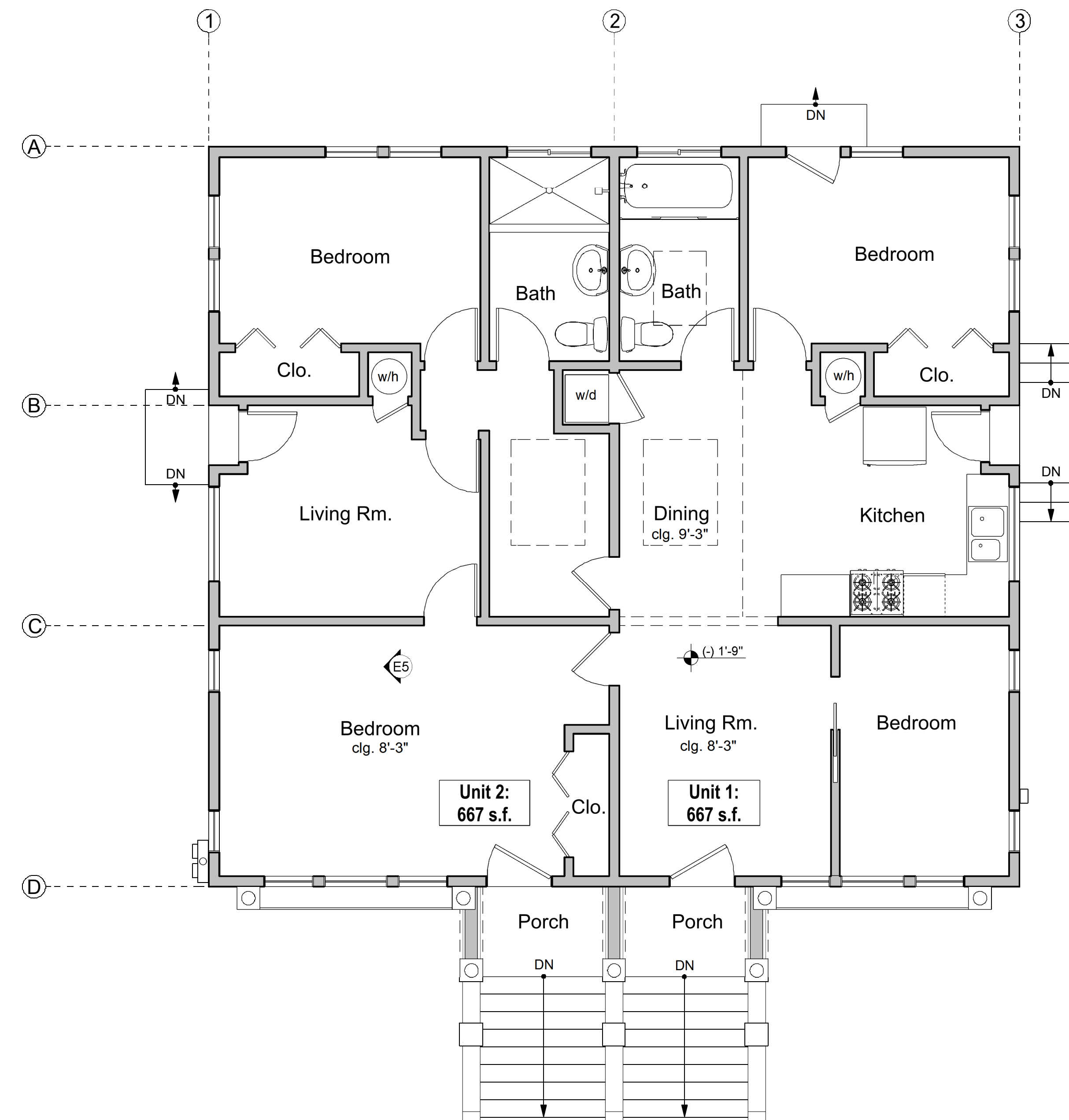
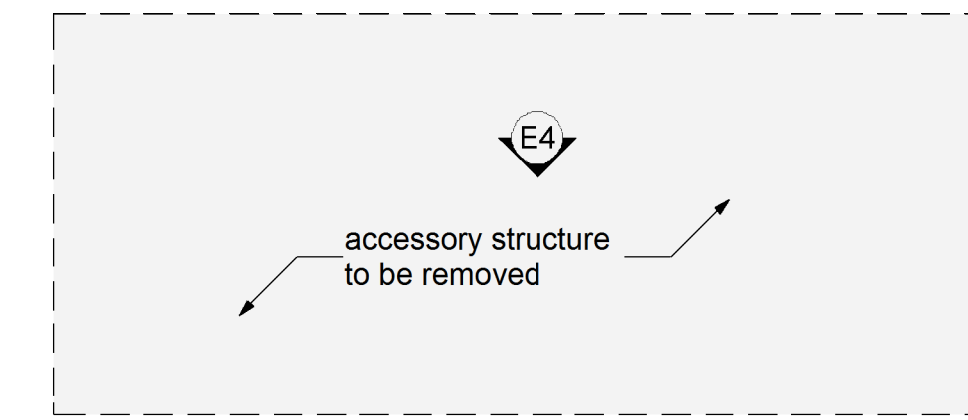
4 Existing North Elevation - Left Side



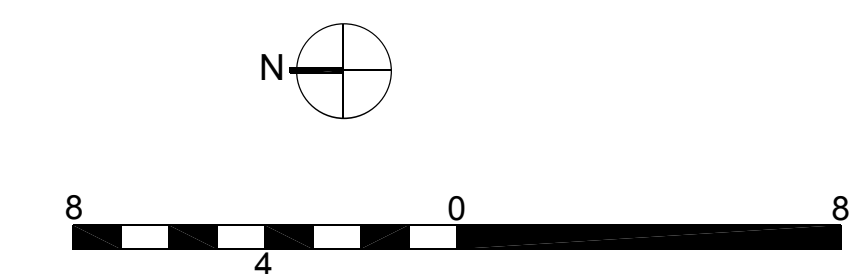
3 Existing South Elevation - Right Side



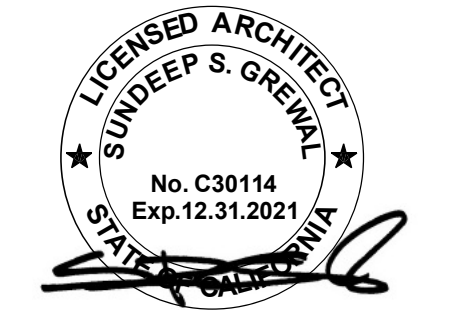
2 Existing West Elevation - Front



1 Existing First Floor Plan



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Sheet Contents:
Existing Floor Plans
Existing Exterior Elevations

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Drawn By: SSG

Checked By: SSG

Scale: 1/4" = 1'-0"

Revisions:
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Planning Review: 6-29-2021
Planning Review: 7-15-2021

Sheet **A1.1**



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Sheet Contents:
Proposed Floor Plan
Proposed Site Plan

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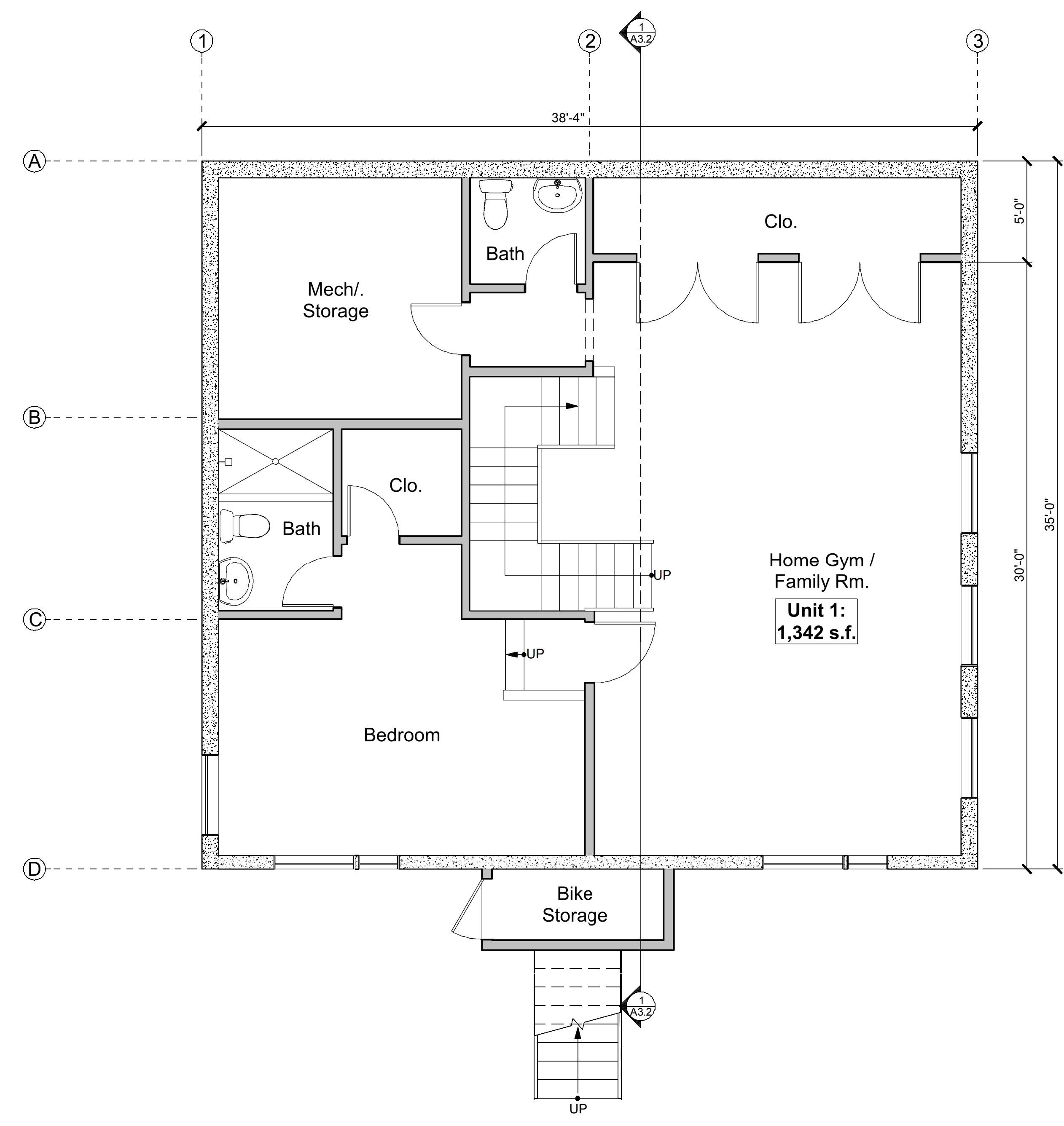
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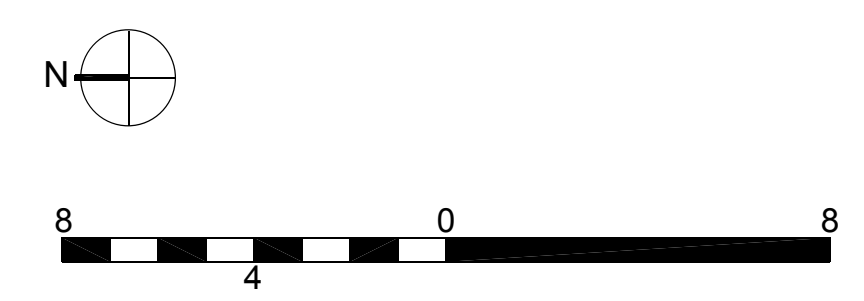
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Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021

Sheet **A2.1**

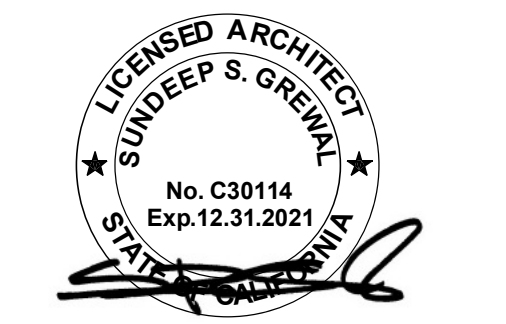


1 Proposed Basement Floor Plan





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Sheet Contents:
Proposed Floor Plans

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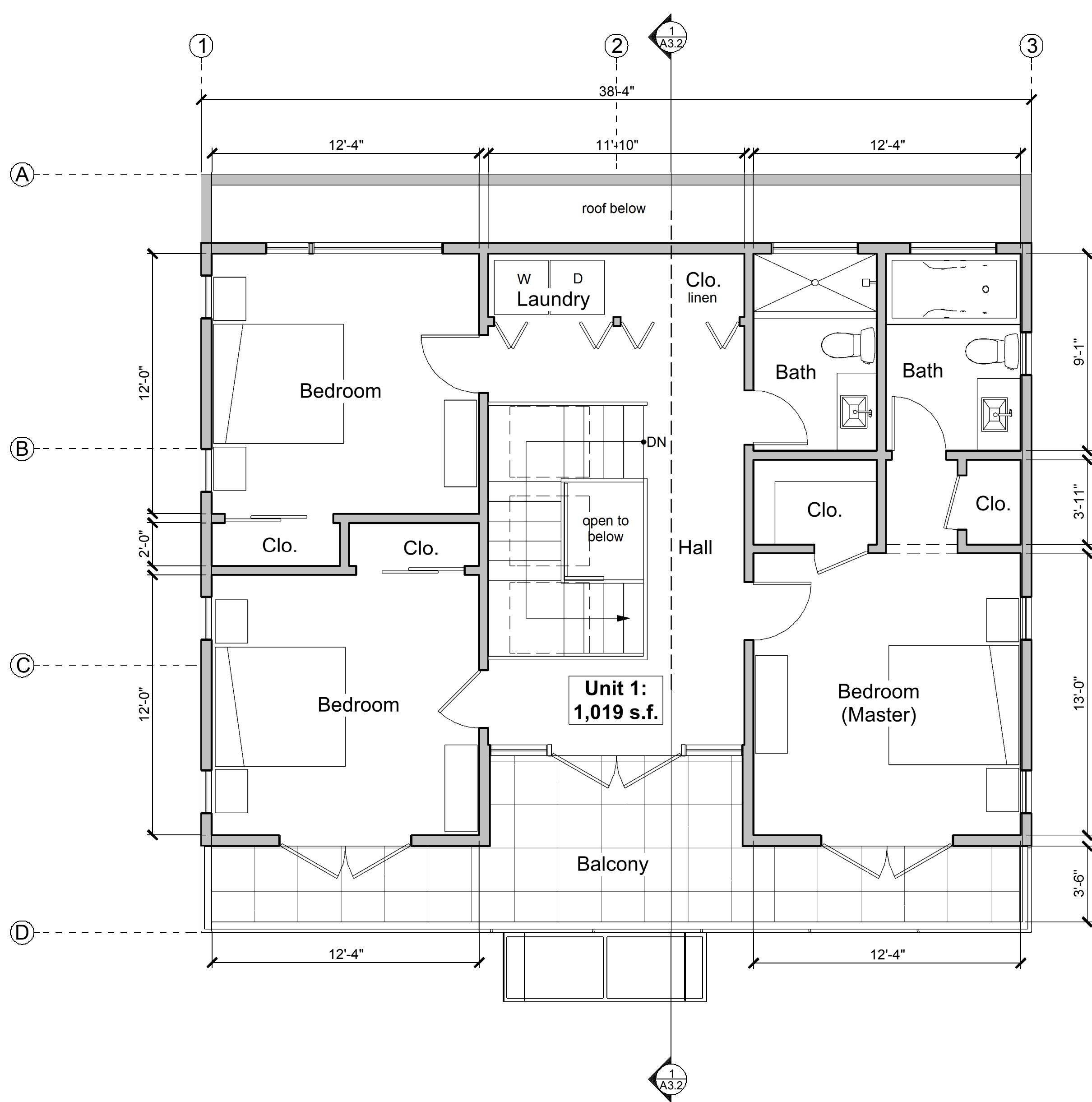
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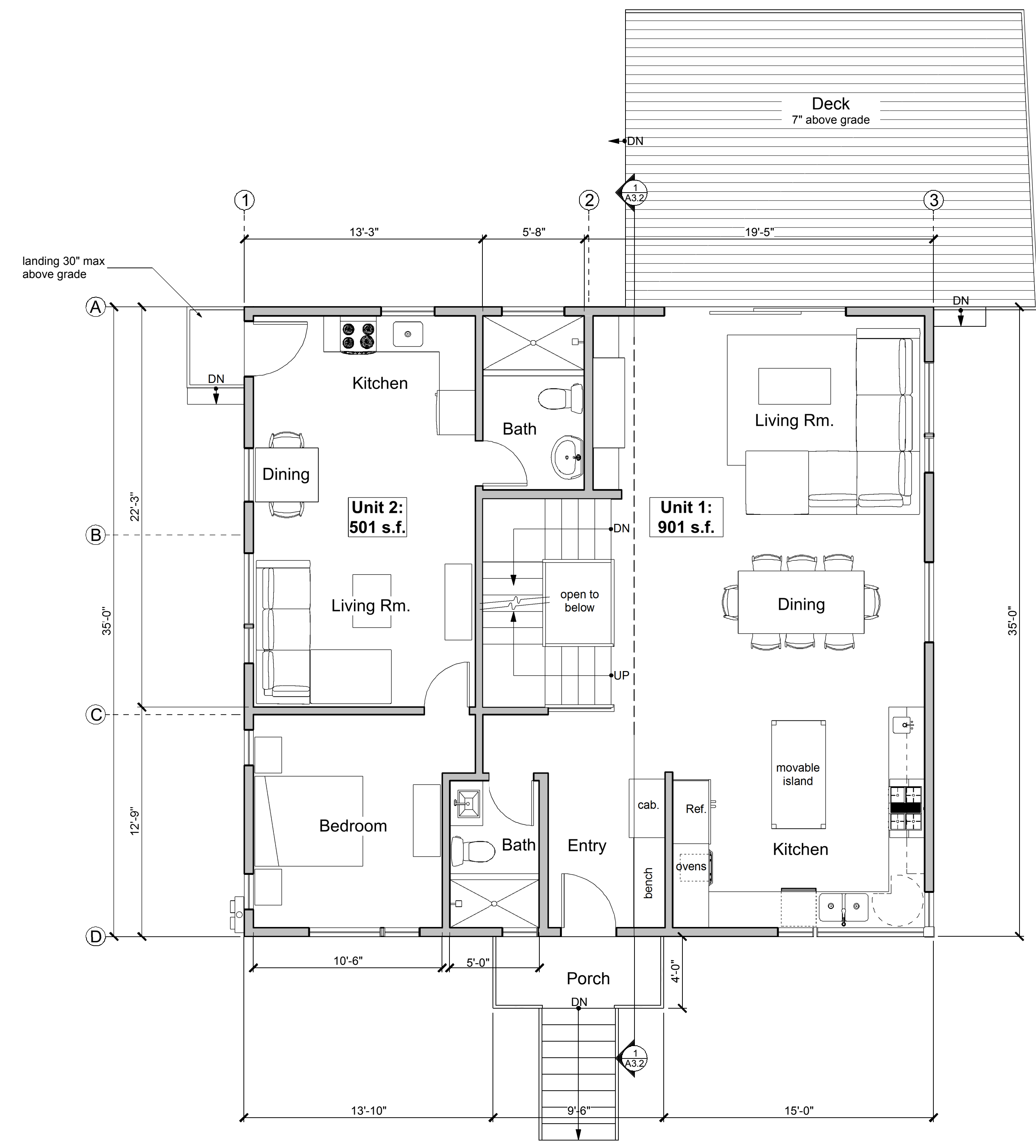
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Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021

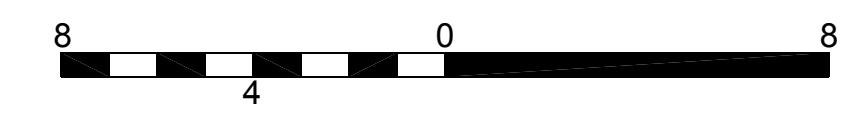
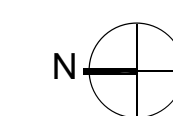
Sheet **A2.2**



2 Proposed Second Floor Plan



1 Proposed First Floor Plan





Previous Proposal



Previous Proposal



Previous Proposal



Current Proposal



Current Proposal



Current Proposal



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Sheet Contents:
Front Elevation Comparison

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Drawn By: SSG

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Scale: 1/4" = 1'-0"

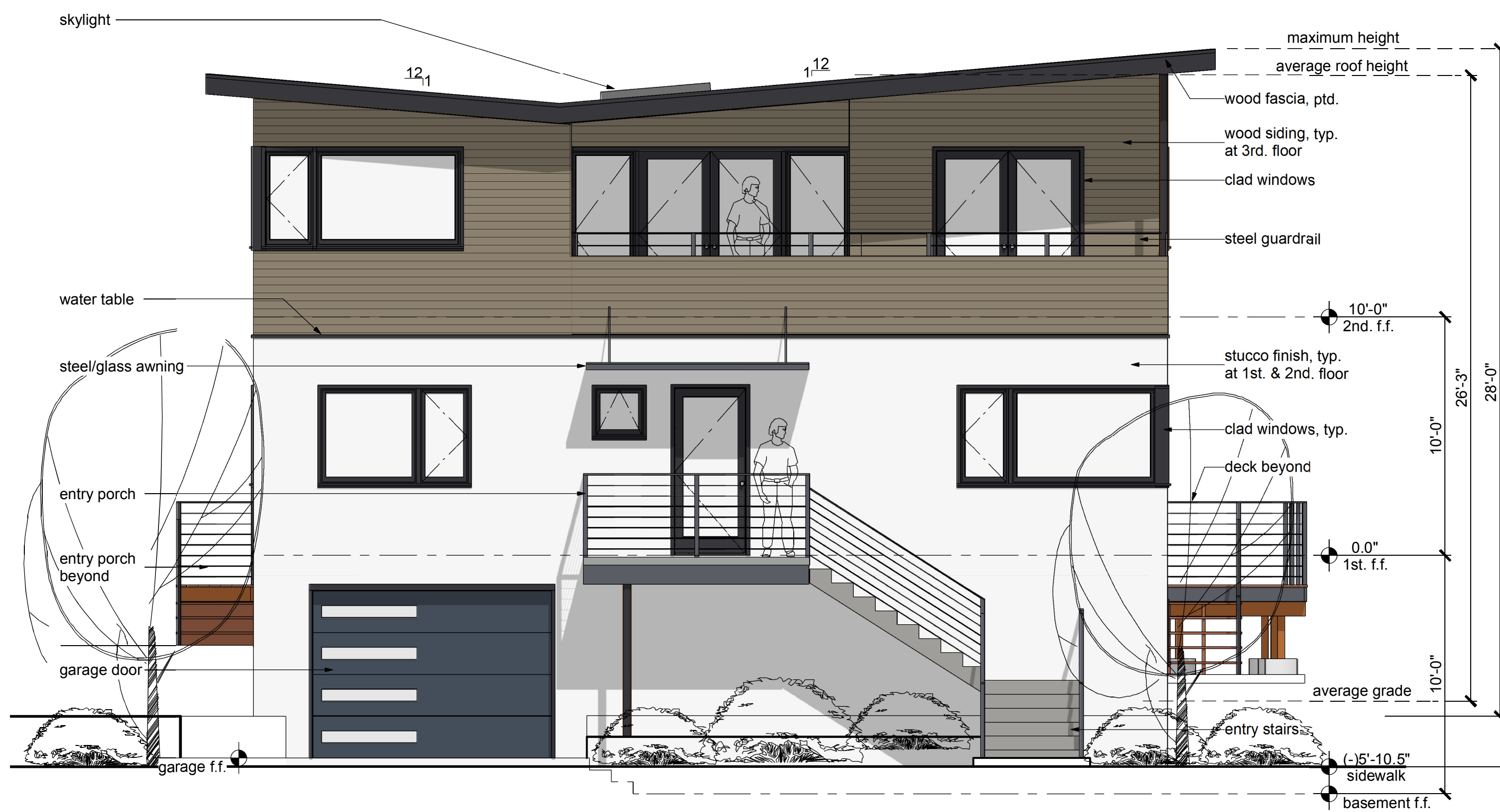
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Redesign: 5-25-2021

Planning Review: 6-29-2021

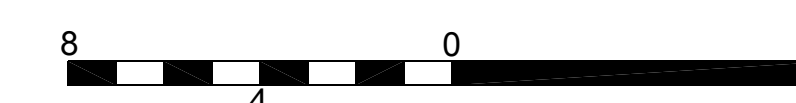
Planning Review: 7-15-2021



② Proposed West Elevation - Front
Original Proposal



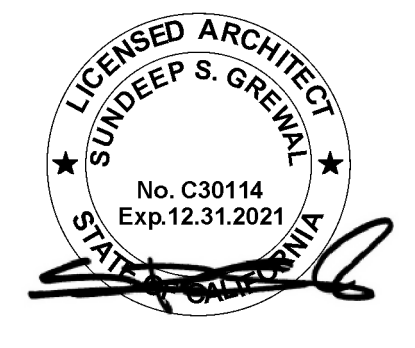
① Proposed West Elevation - Front
Current Proposal



Sheet
A3.1



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Sheet Contents:
Proposed Exterior Elevations

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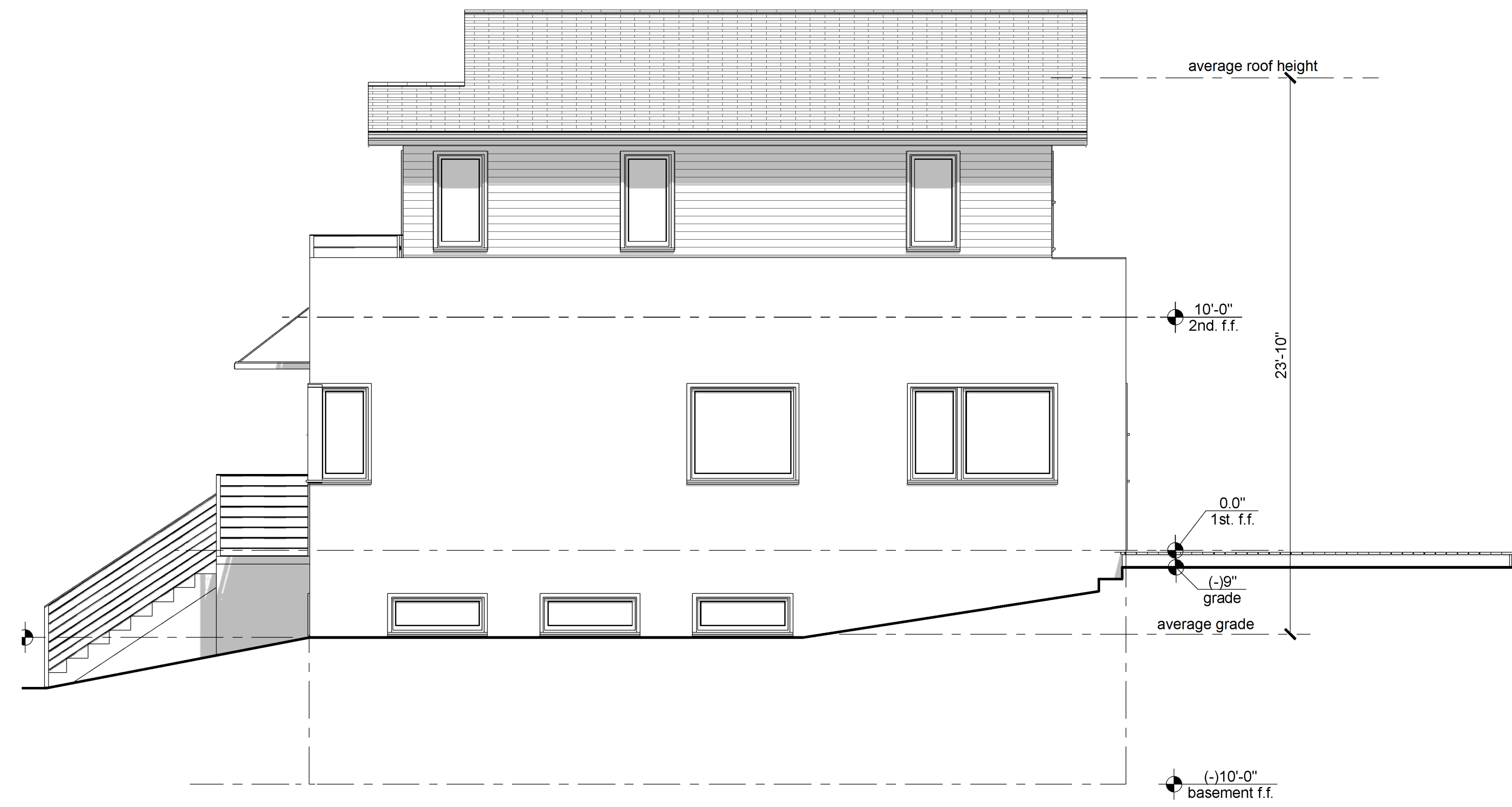
Drawn By: SSG

Checked By: SSG

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Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021

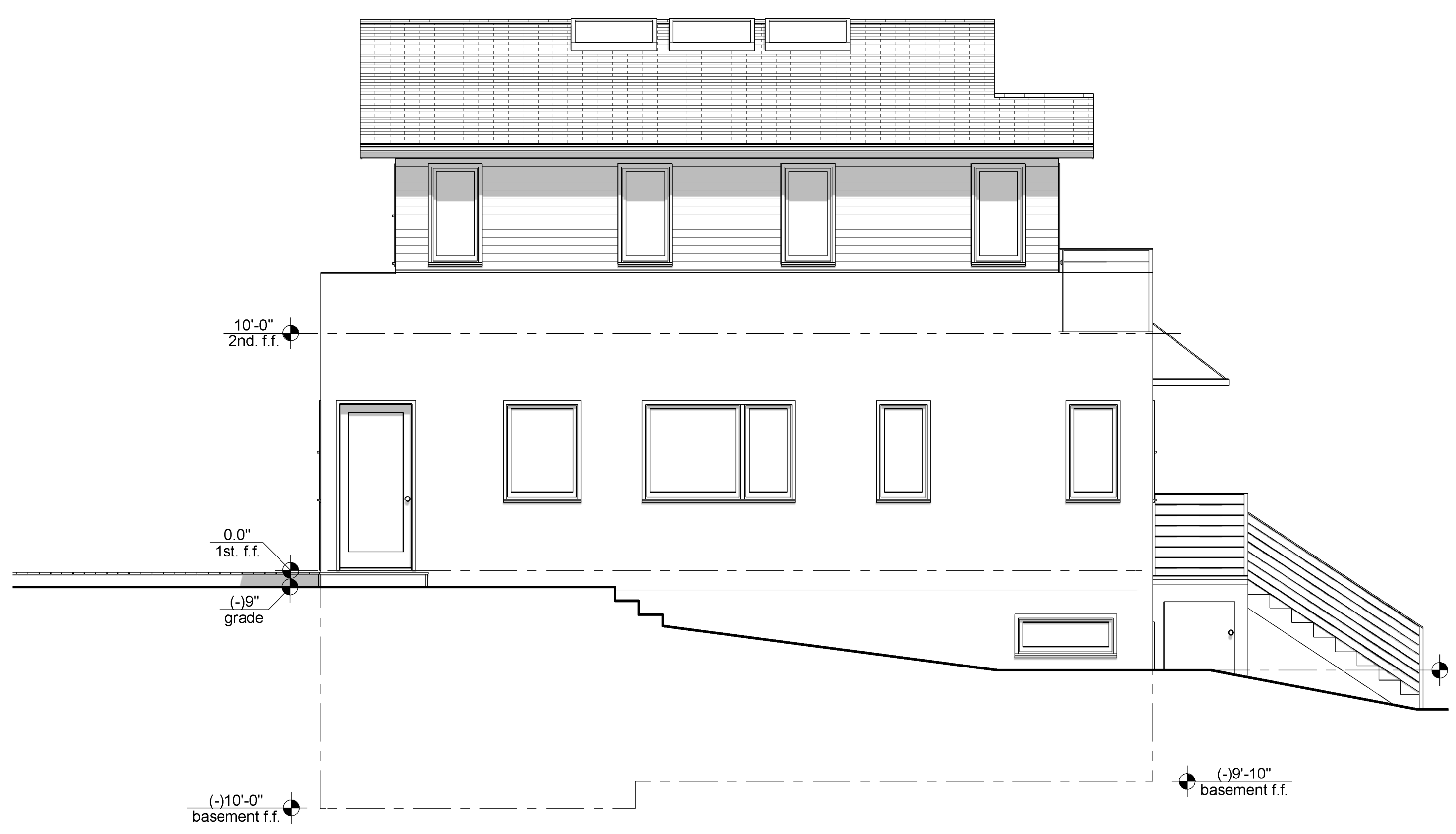
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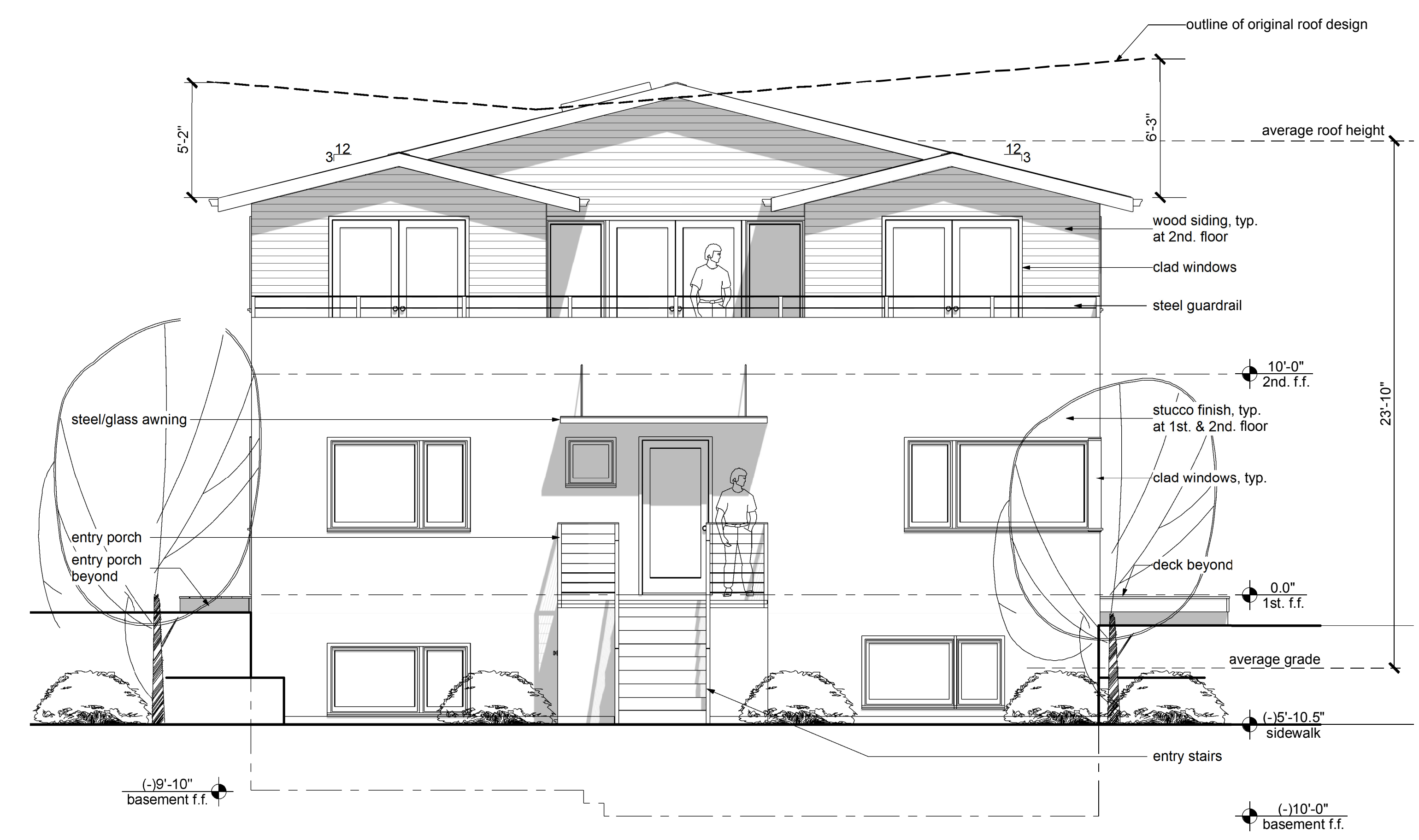
④ Proposed South Elevation - Right Side



③ Proposed East Elevation - Rear



② Proposed North Elevation - Left Side



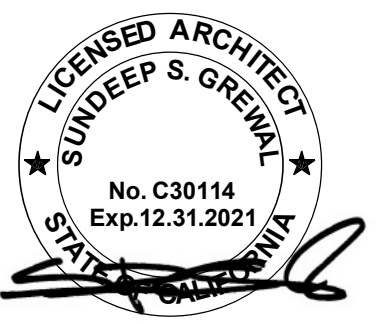
① Proposed West Elevation - Front



2 Renderings



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Sheet Contents:
Building Section
Renderings

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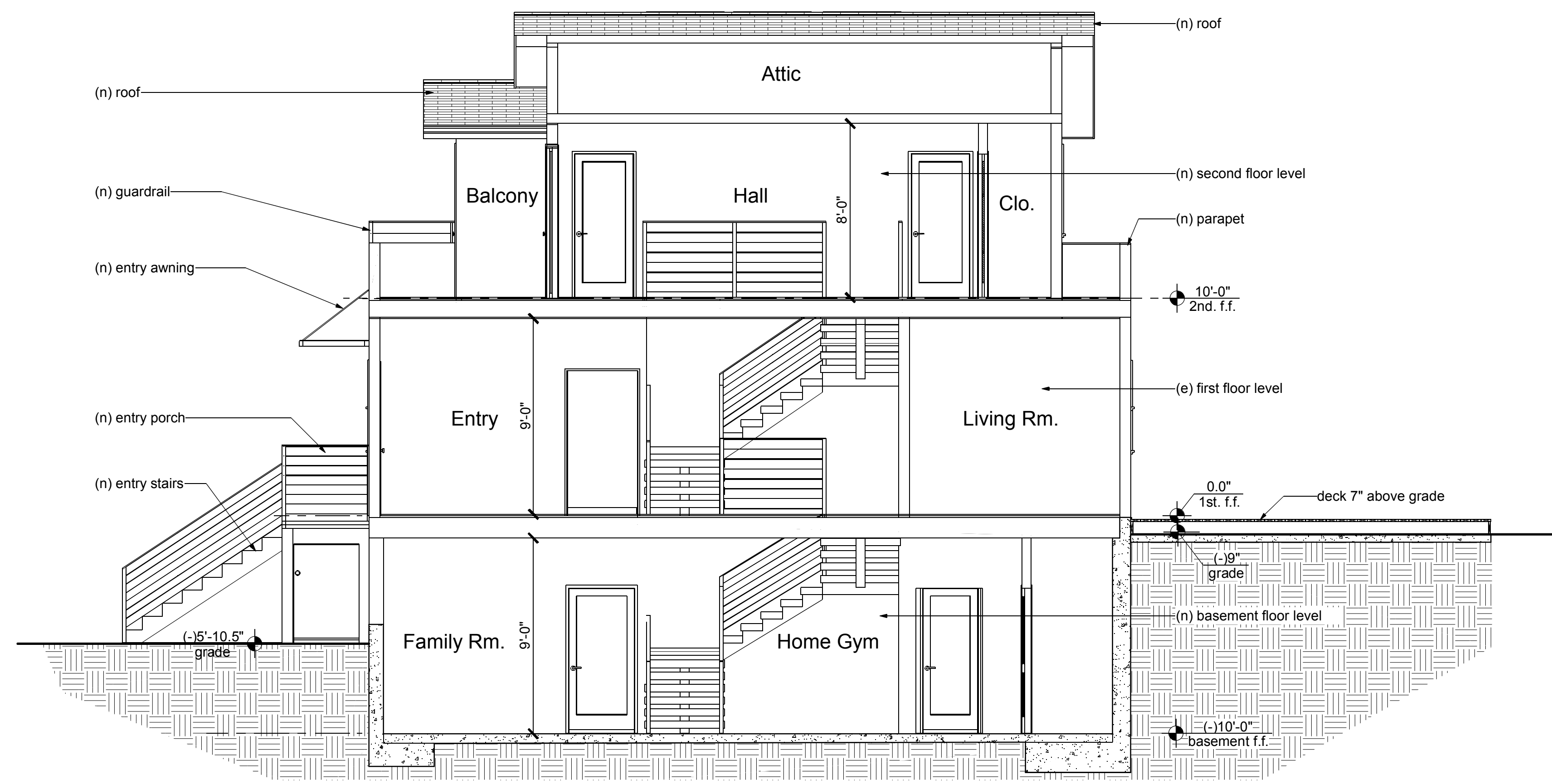
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Drawn By: SSG

Checked By: SSG

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Revisions:
Use Permit Set: 12-10-2020
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Planning Review: 6-29-2021
Planning Review: 7-15-2021



1 Proposed Building Section

Sheet **A3.3**

Existing Shadow Line
New Shadow Line



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Sheet Contents:
Shadows Studies

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20-13-420

Drawn By:
SSG

Checked By:
SSG

Scale:
NTS

Revisions:
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Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021

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A4.1



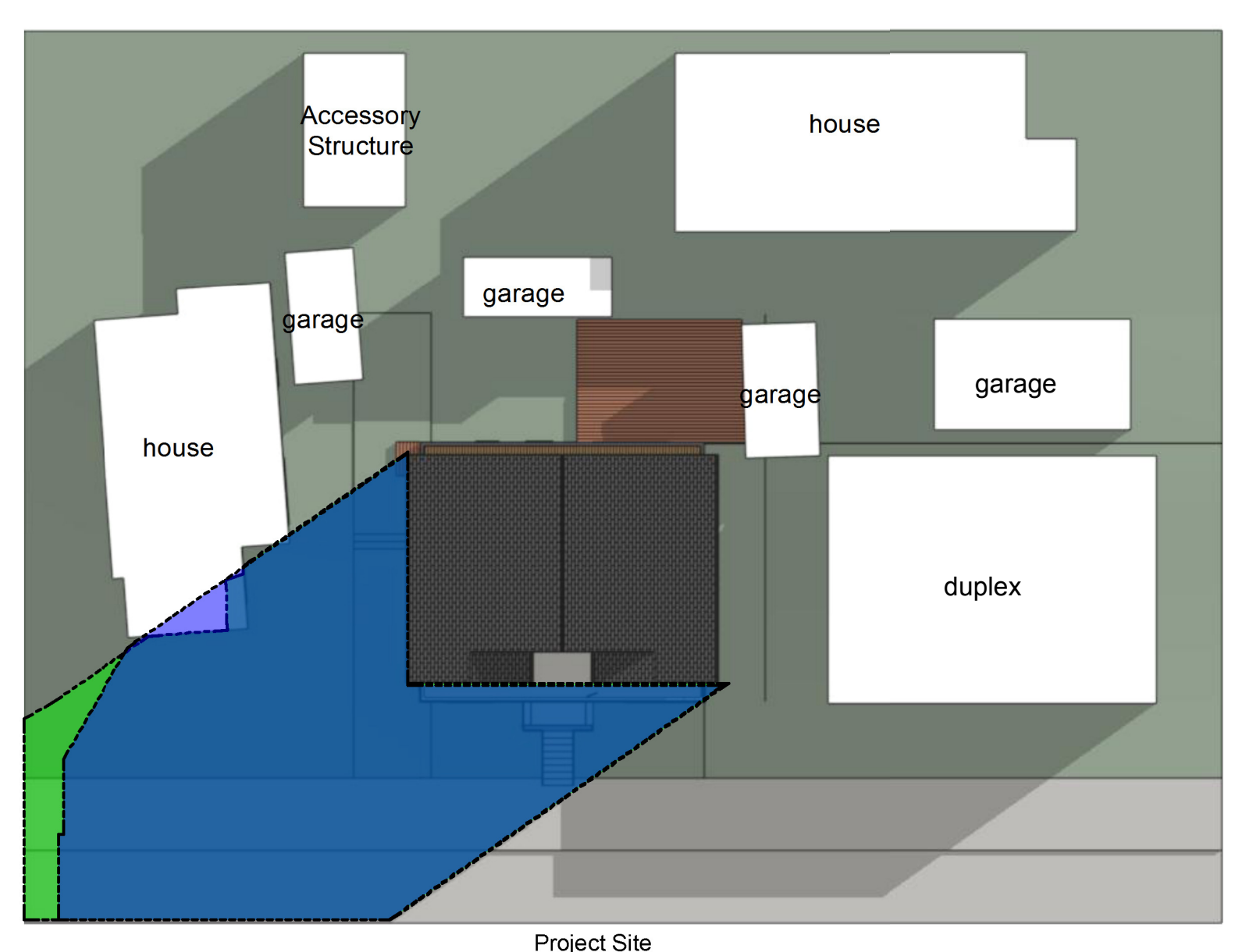
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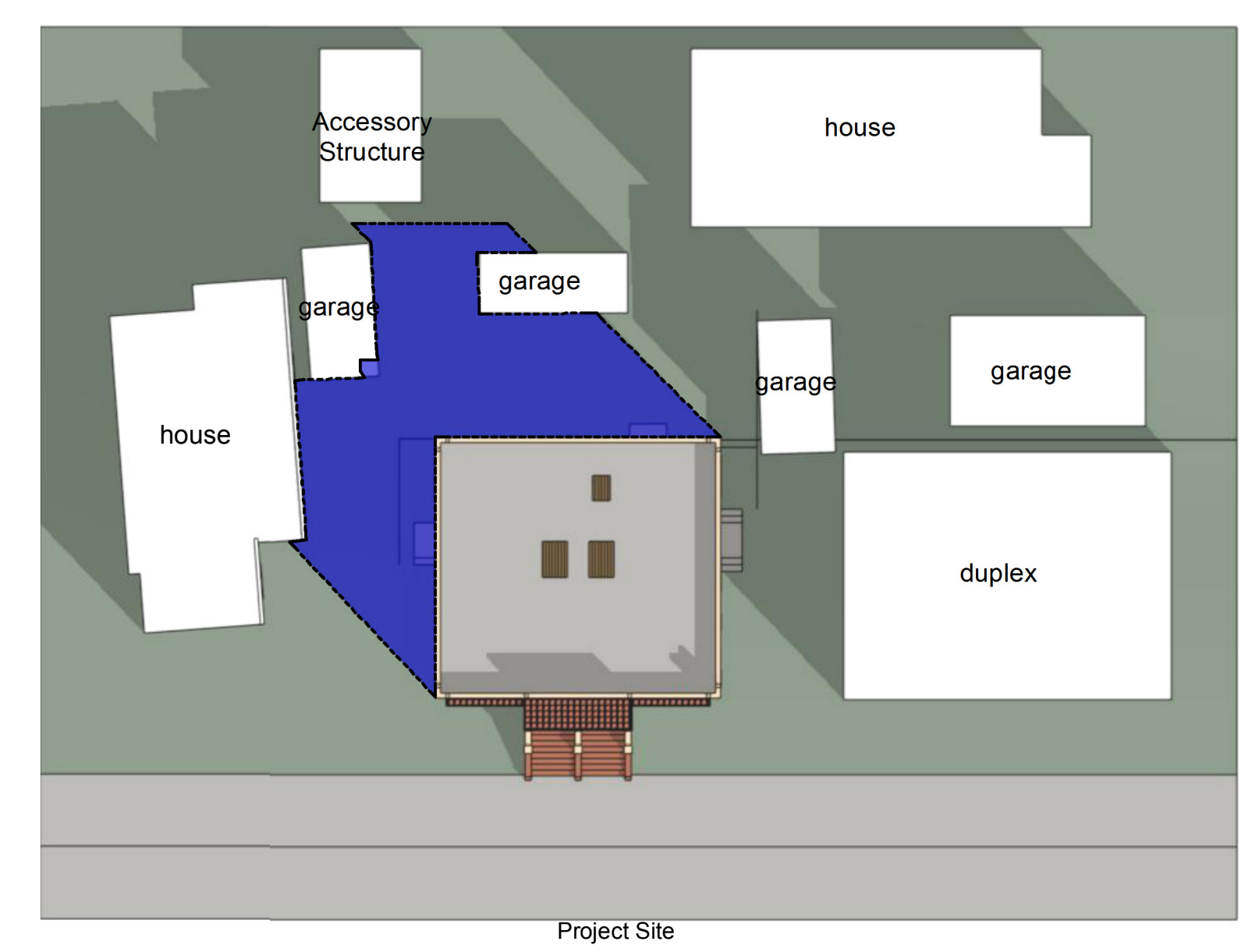
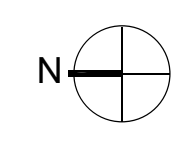
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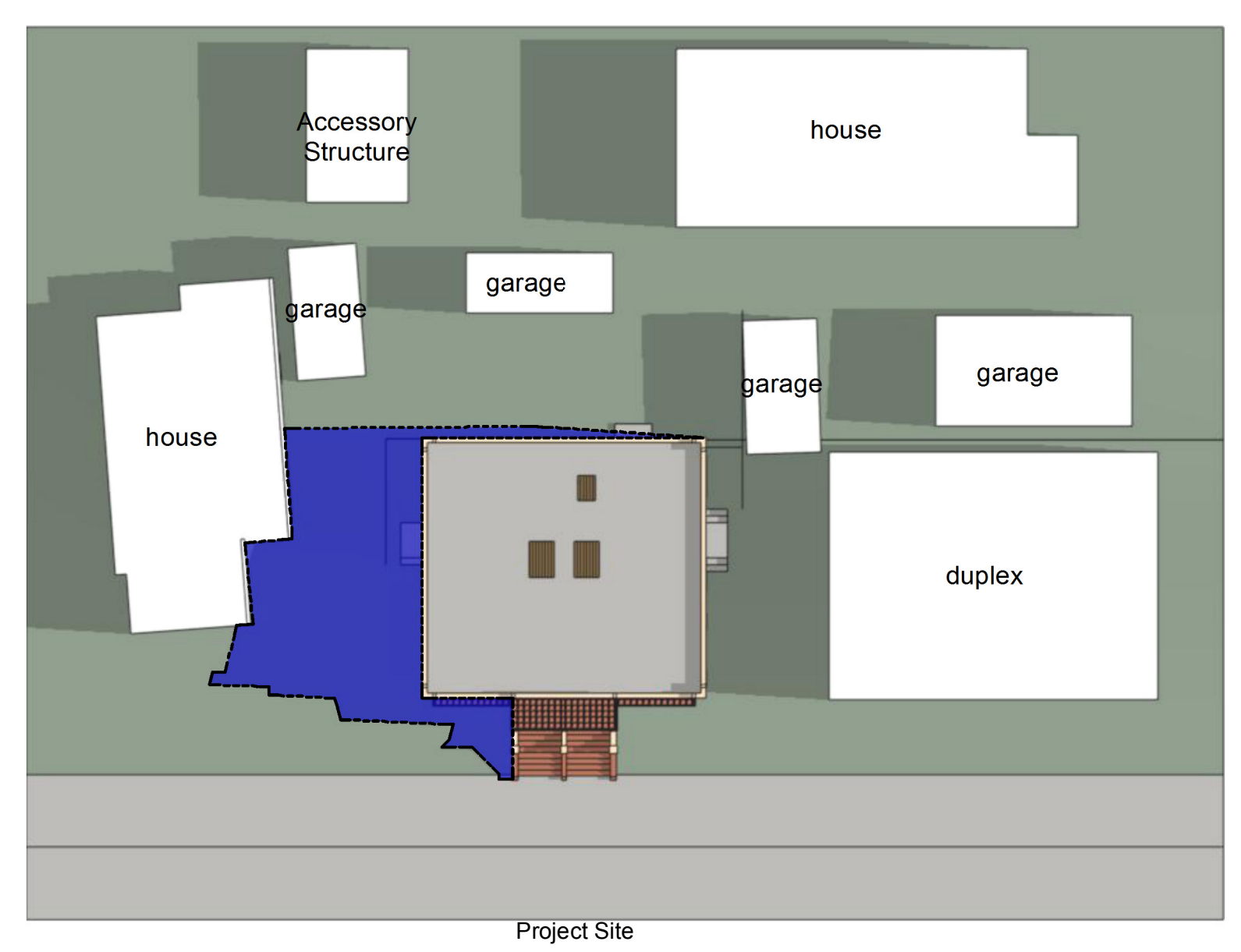
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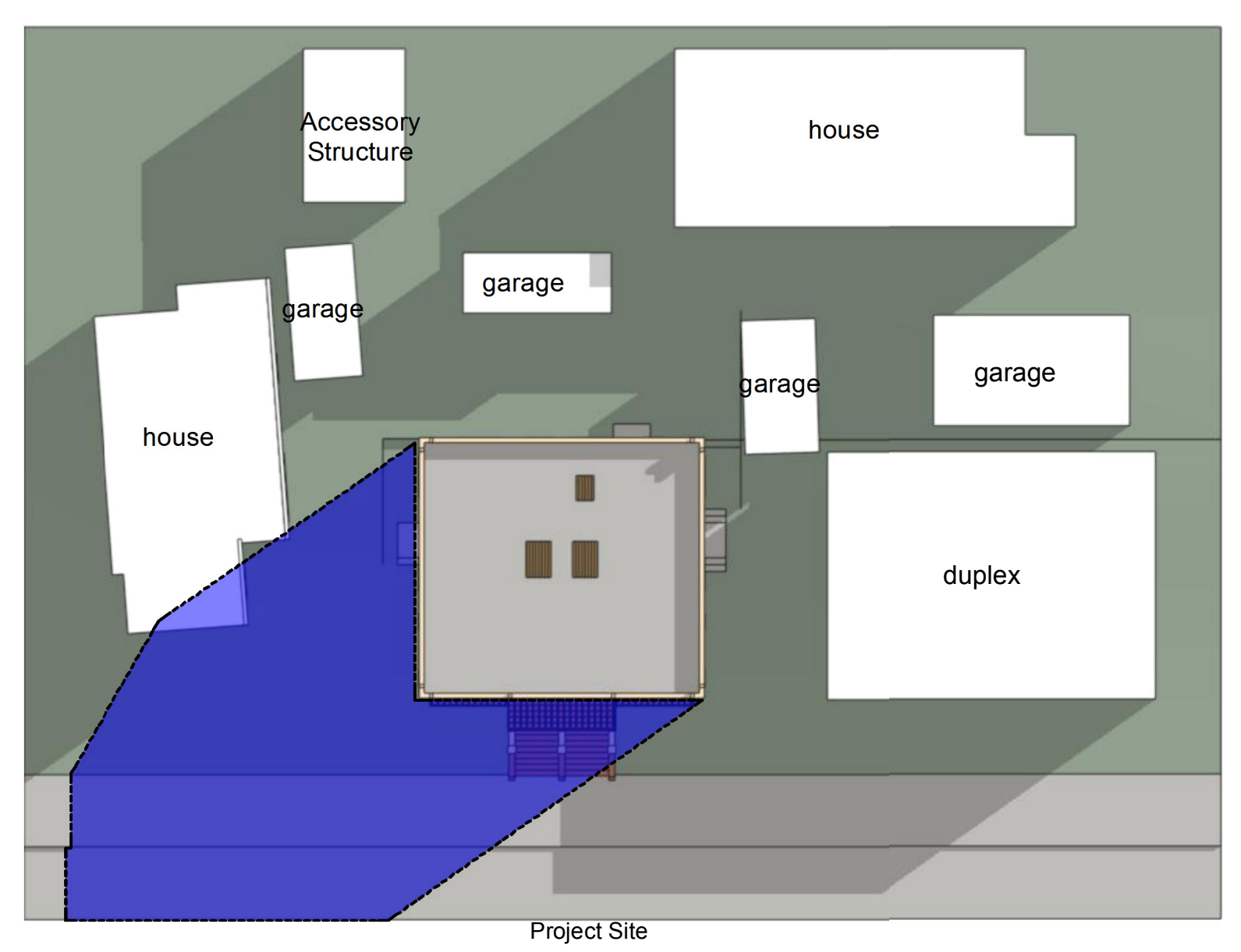
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12-21-2021 / 2:54 pm



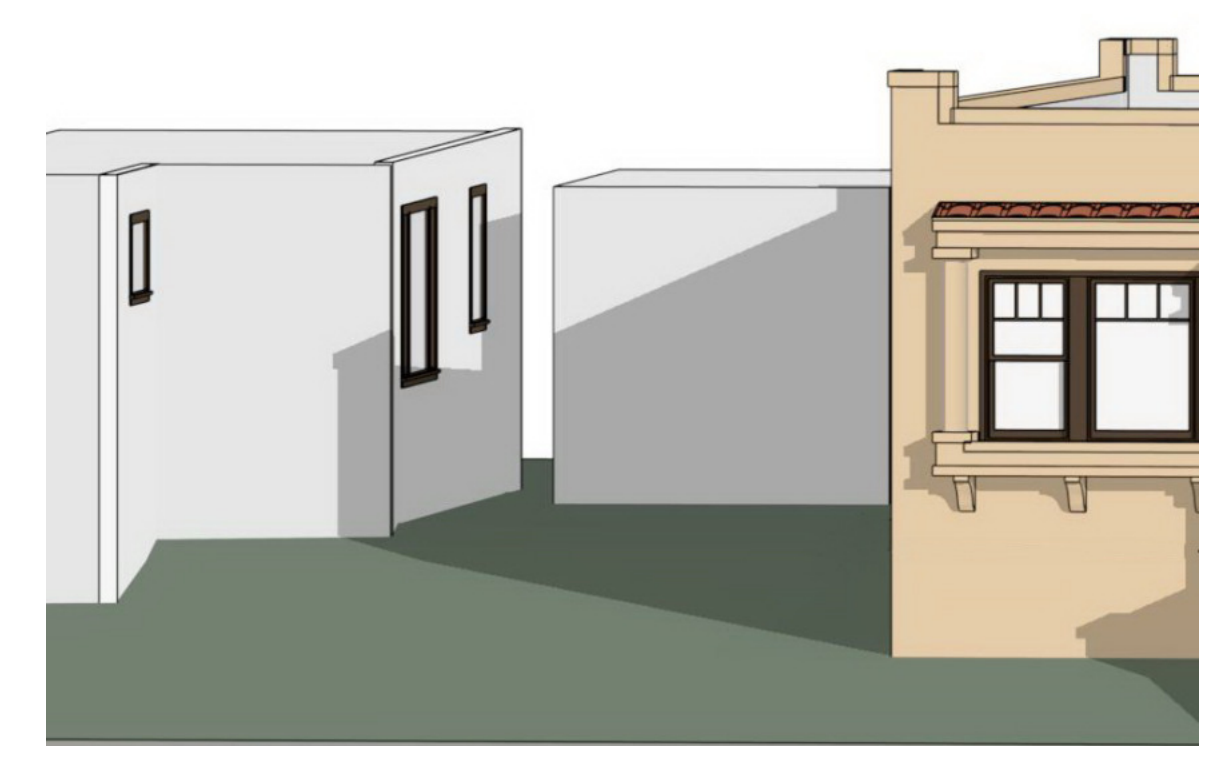
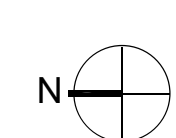
Existing

12-21-2021 / 12:00 pm



Existing

12-21-2021 / 9:21 am



Shadow Accuracy Simulation
12-08-2020 / 3:00 pm



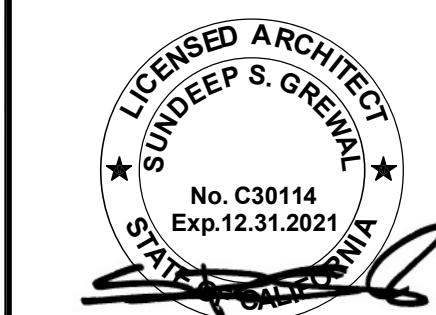
Actual
12-08-2020 / 3:00 pm

Shadow Accuracy Simulation

Existing Shadow Line
New Shadow Line



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Shadows Studies

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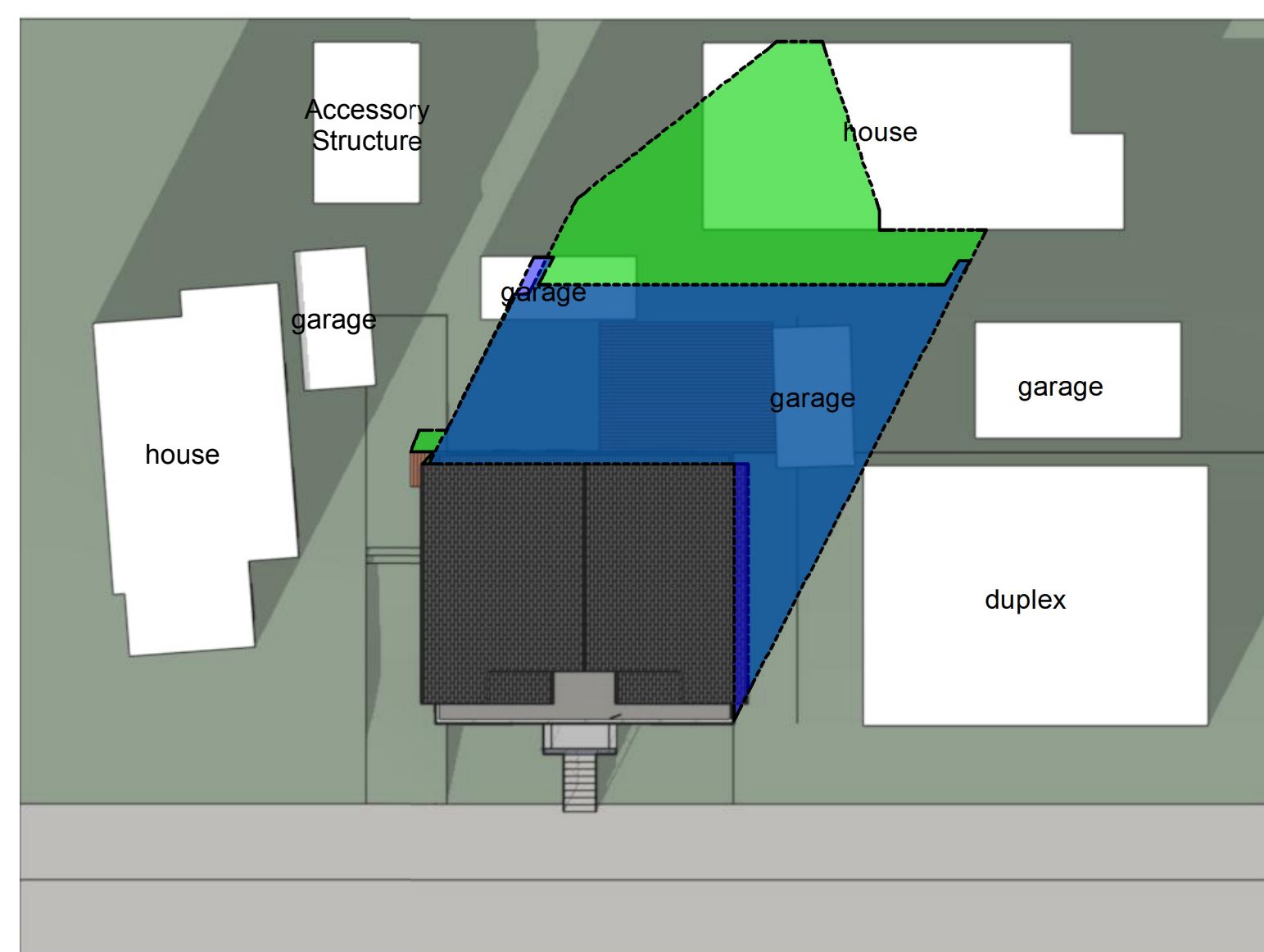
Drawn By:
SSG

Checked By:
SSG

Scale:
NTS

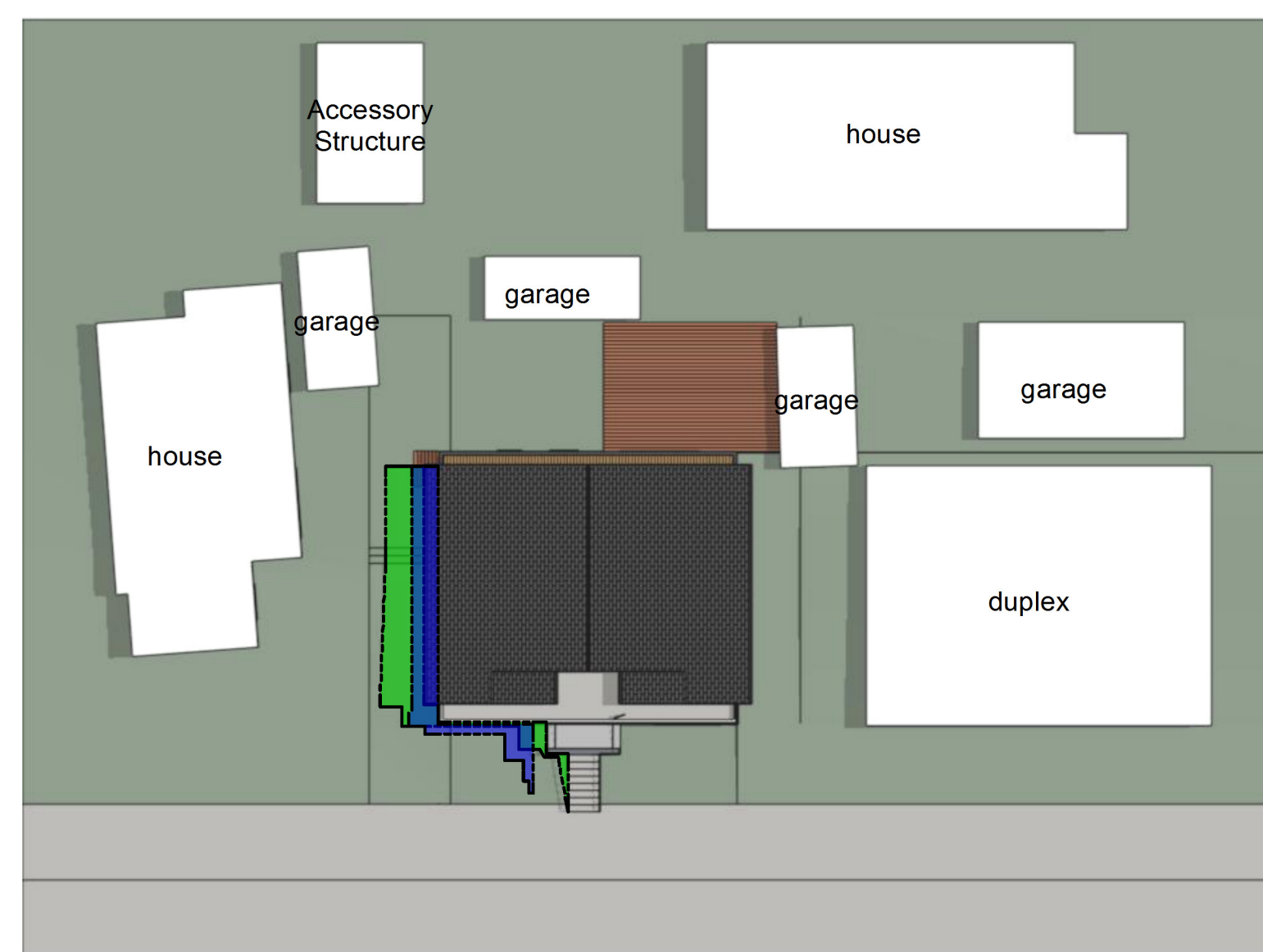
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Planning Review: 6-29-2021
Planning Review: 7-15-2021

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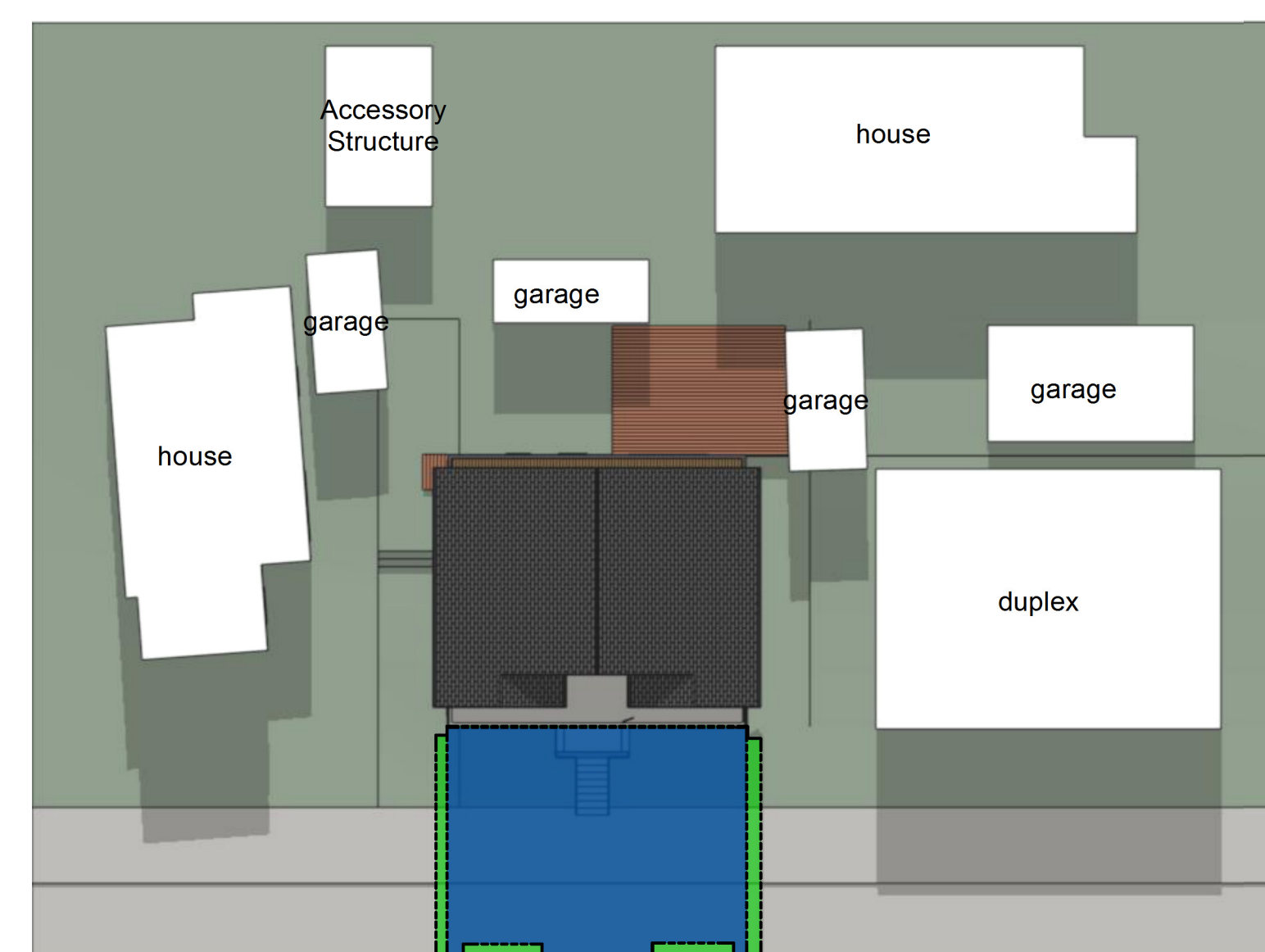
Project Site

Proposed
6-21-2021 / 6:35 pm



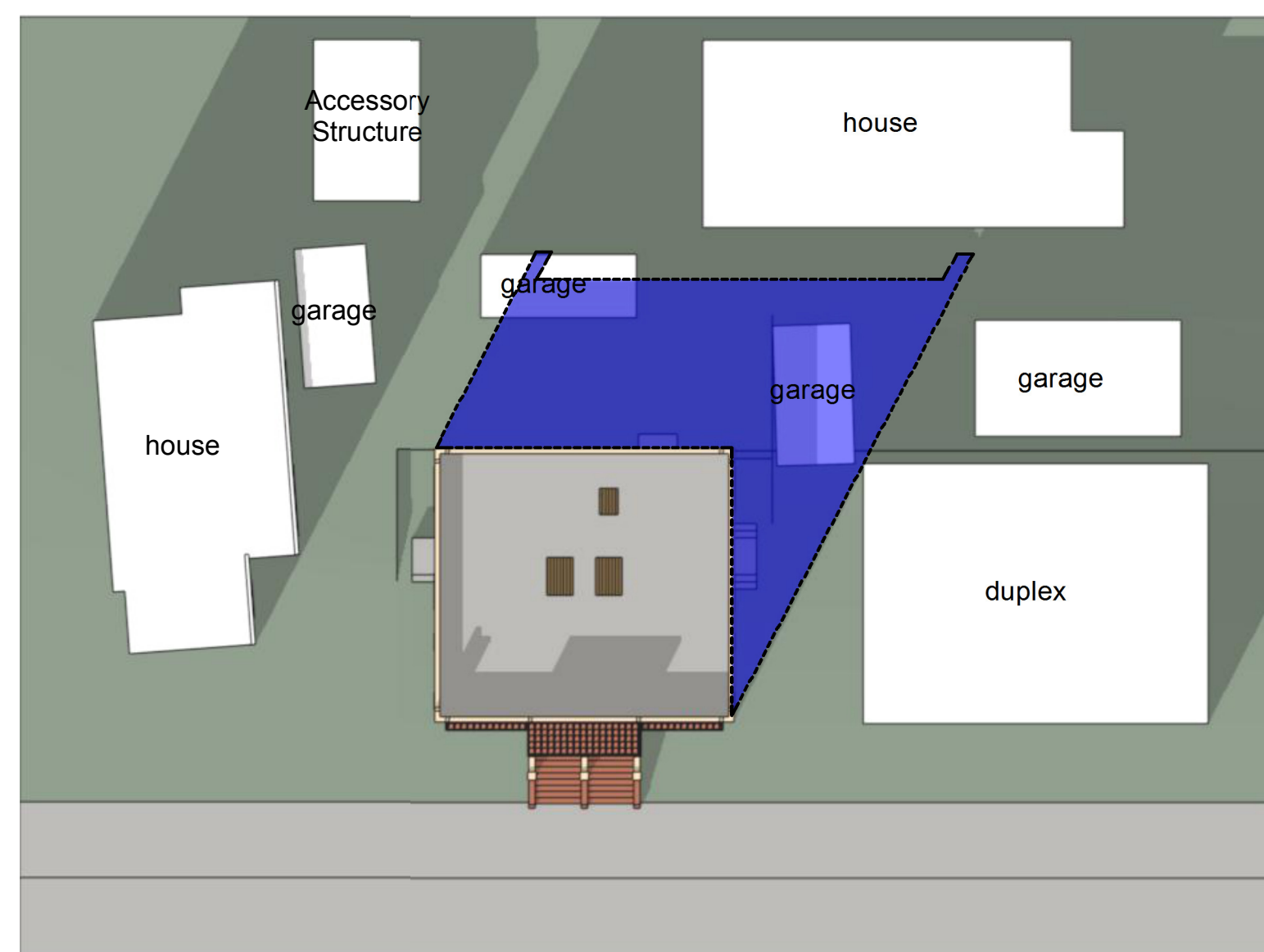
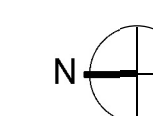
Project Site

Proposed
6-21-2021 / 12:00 pm



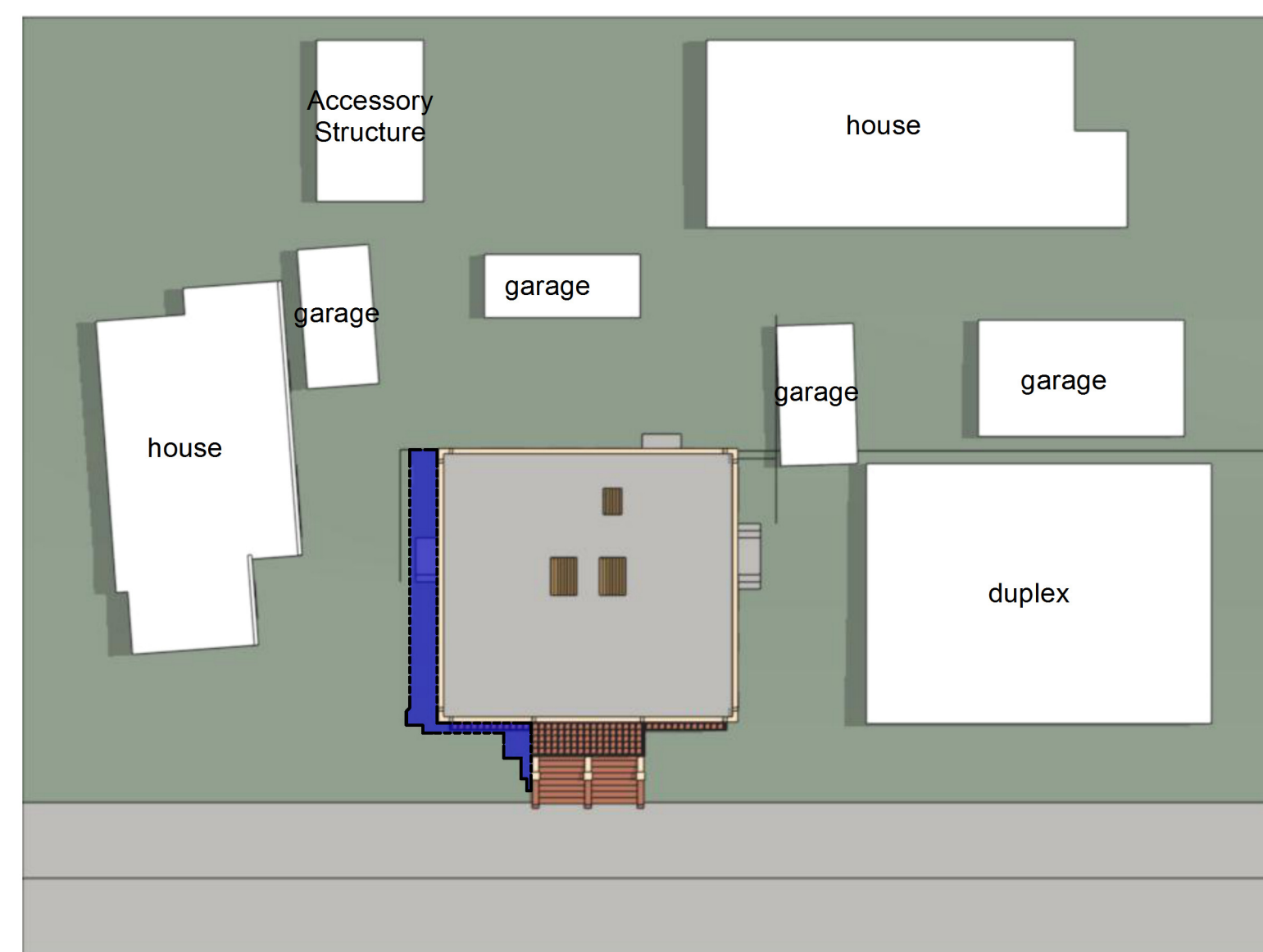
Project Site

Proposed
6-21-2021 / 7:47 am



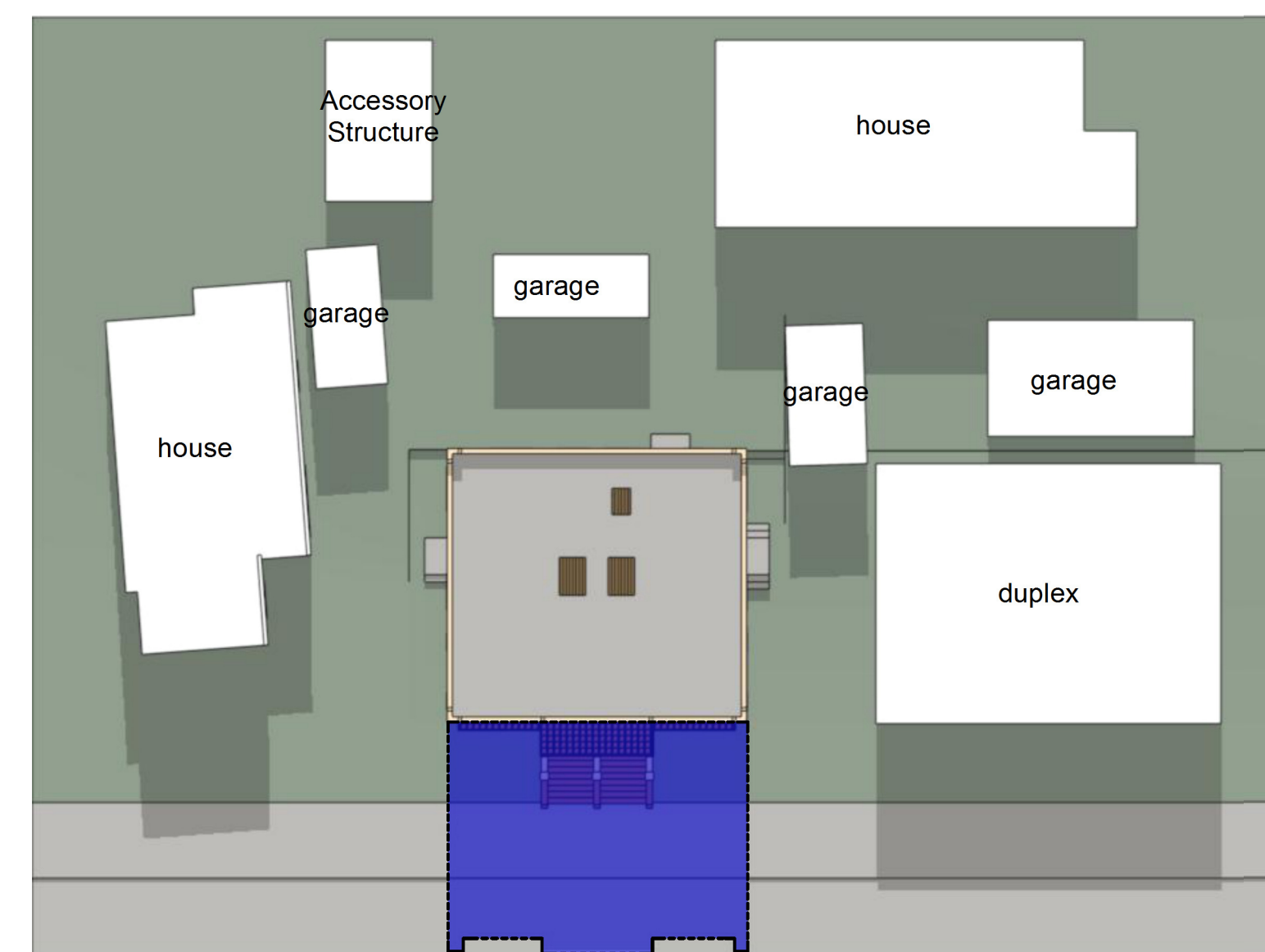
Project Site

Existing
6-21-2021 / 6:35 pm



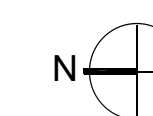
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Existing
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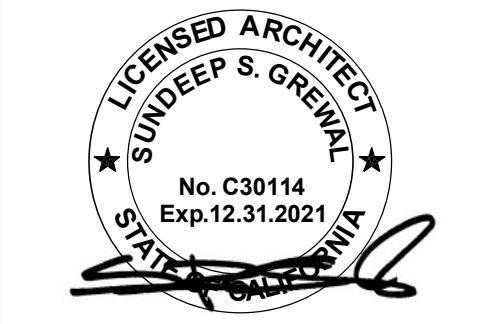
Project Site

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6-21-2021 / 7:47 am

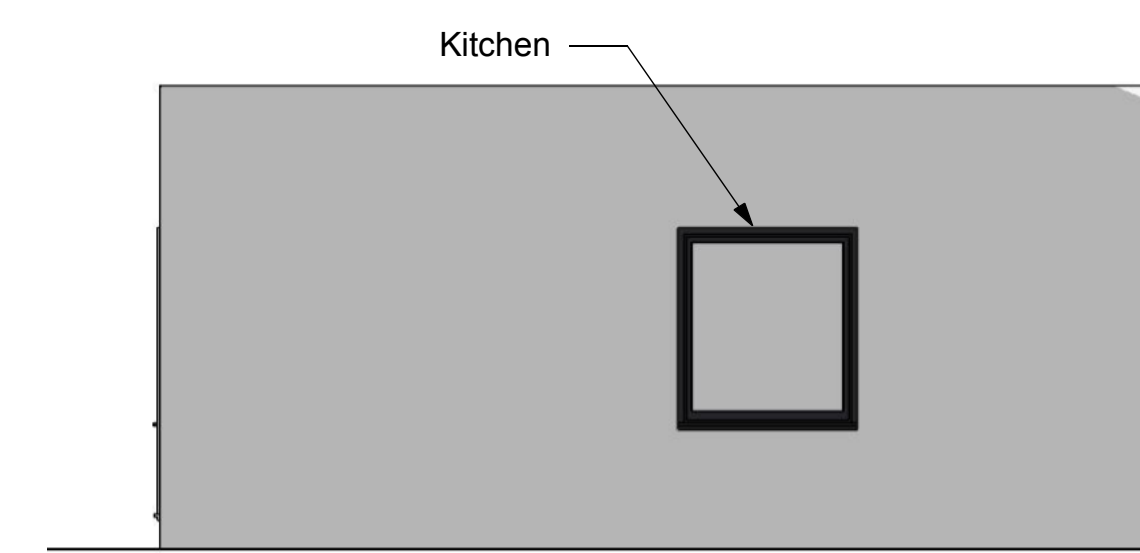




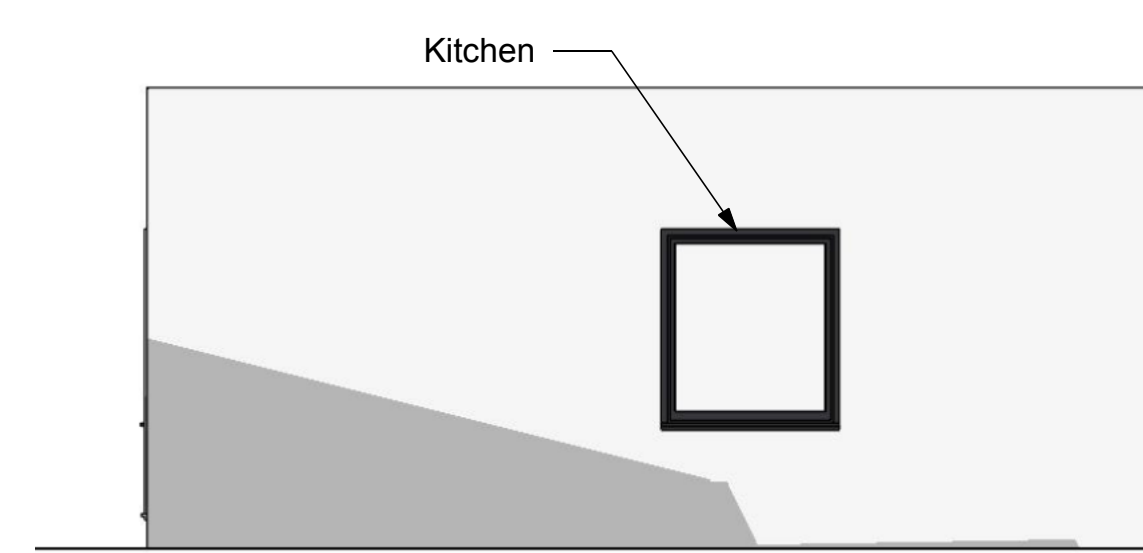
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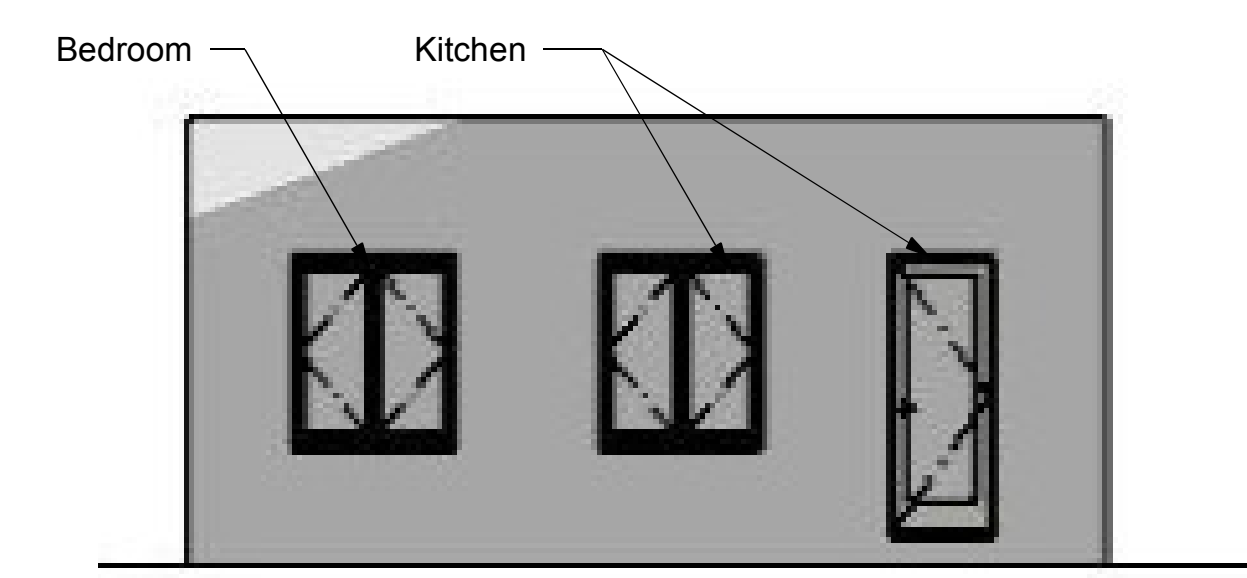
**OPPENHEIMER
RESIDENCE**
1643 & 1647 California St.
Berkeley, CA 94703
APN: 58-2156-18



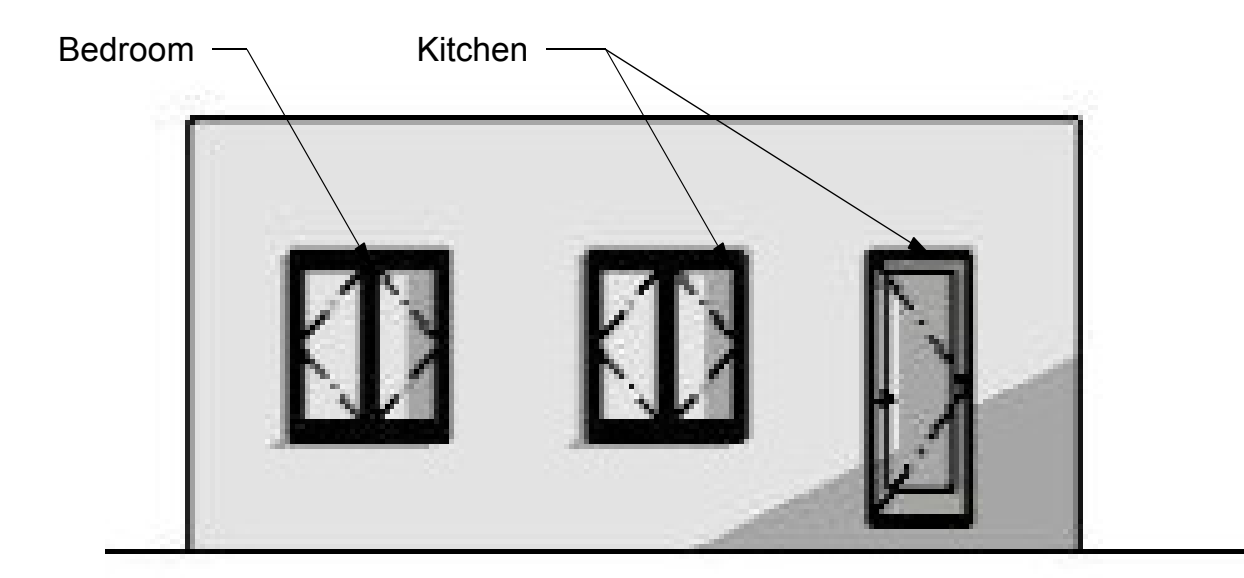
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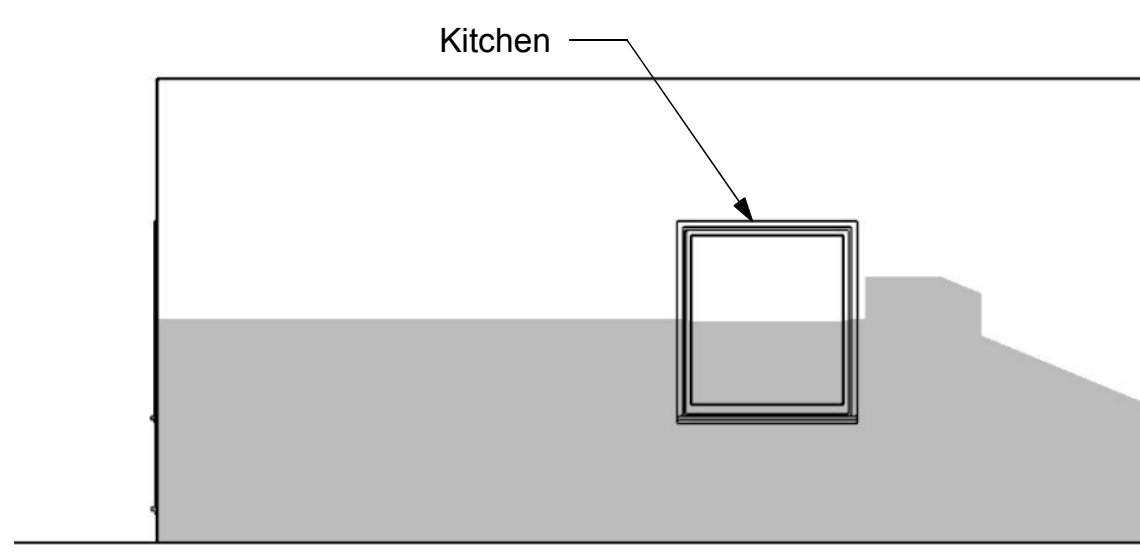
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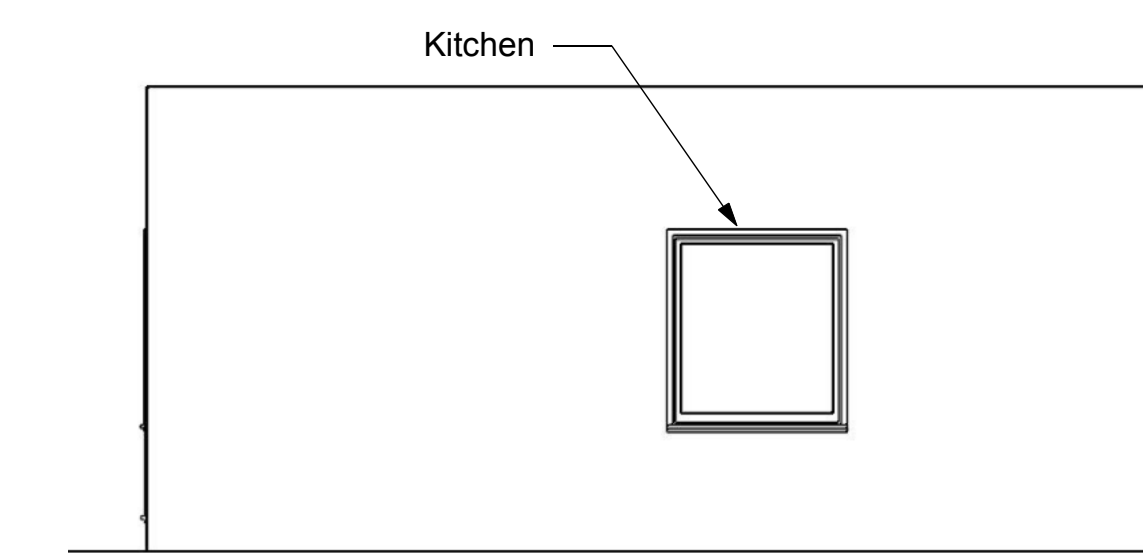
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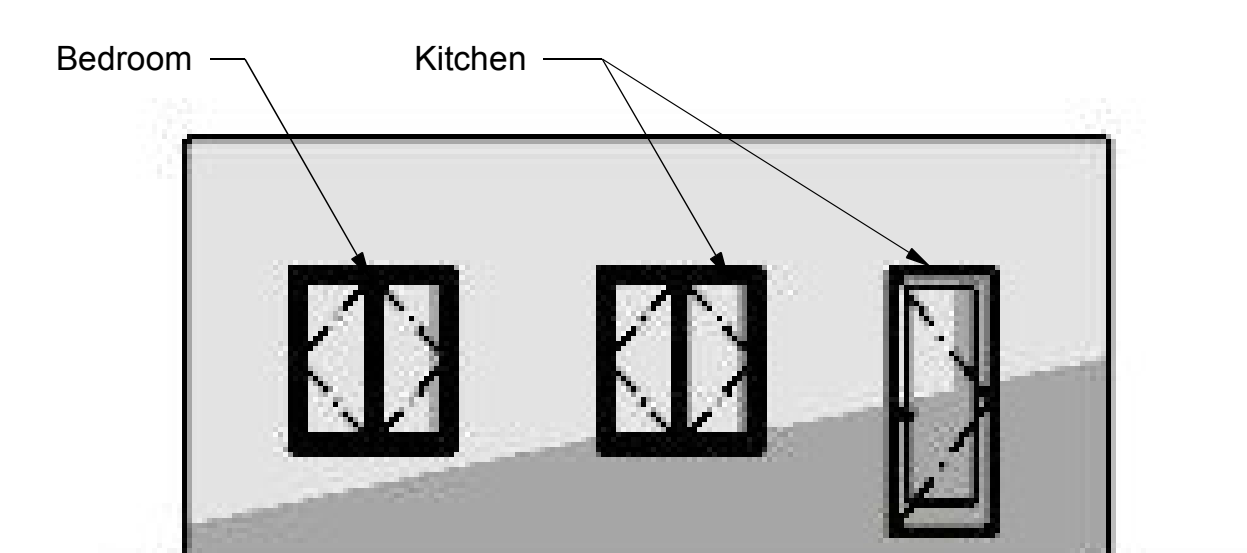
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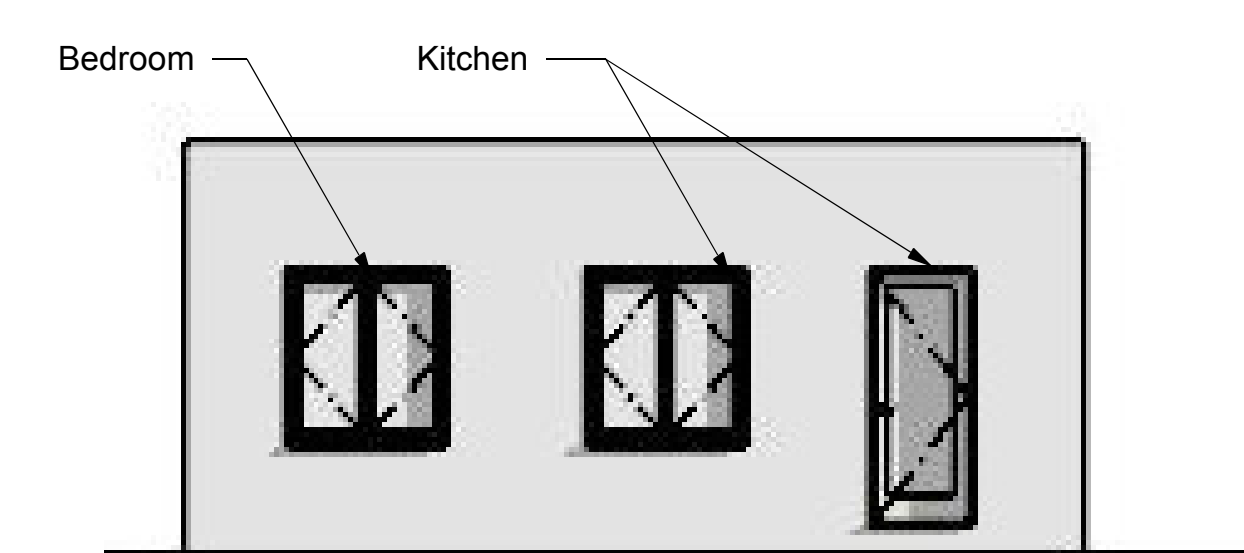
Existing West Wall



Existing West Wall



Existing North Wall



Existing North Wall

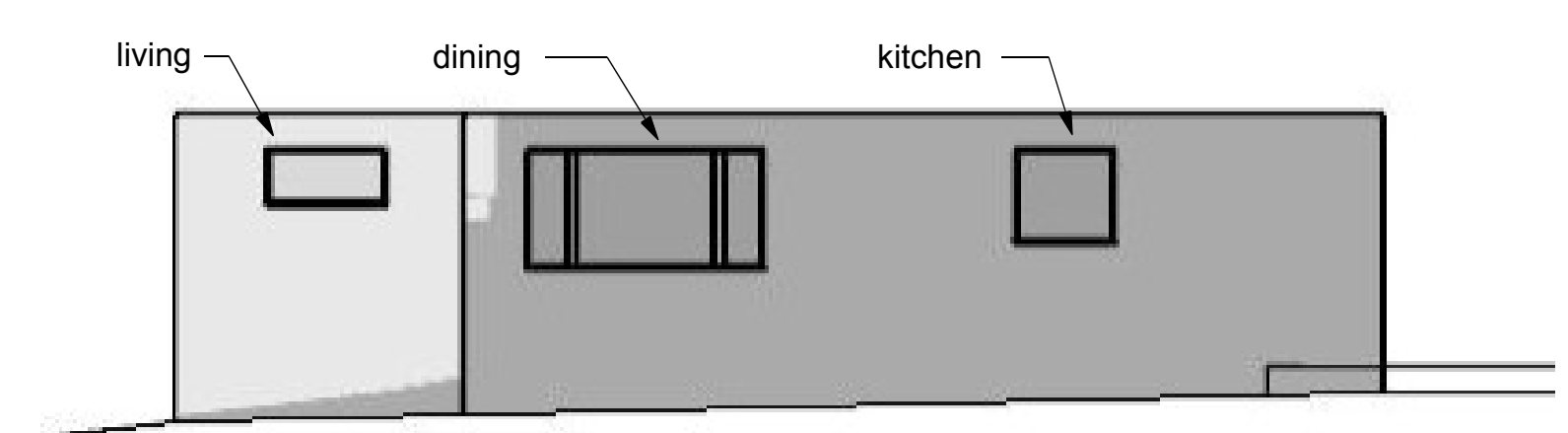
6-21-2021 / 6:35 pm

6-21-2021 / 5:00 pm

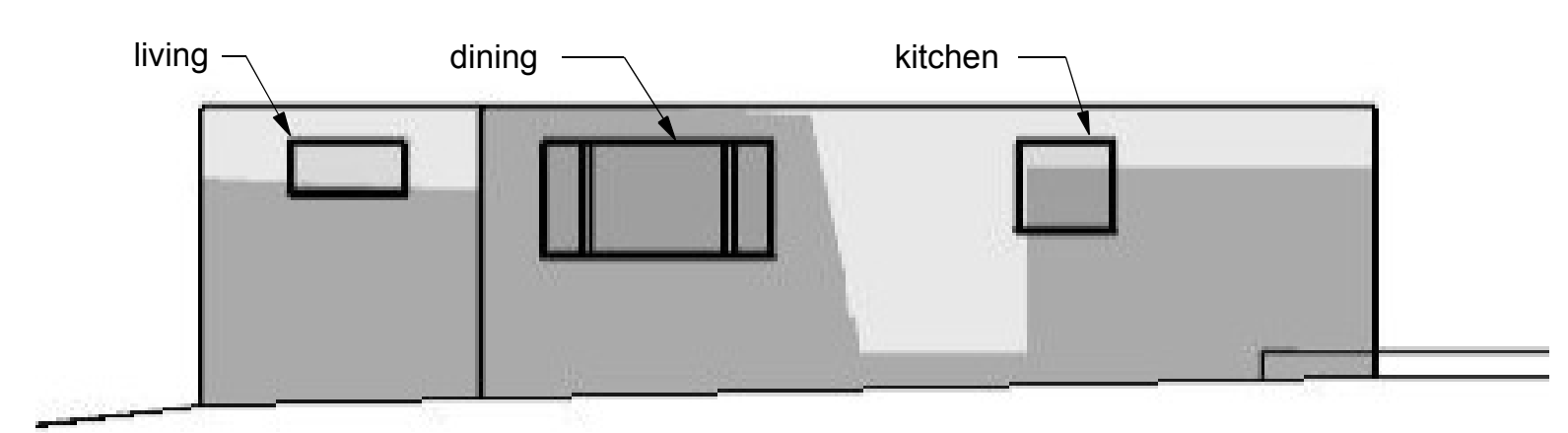
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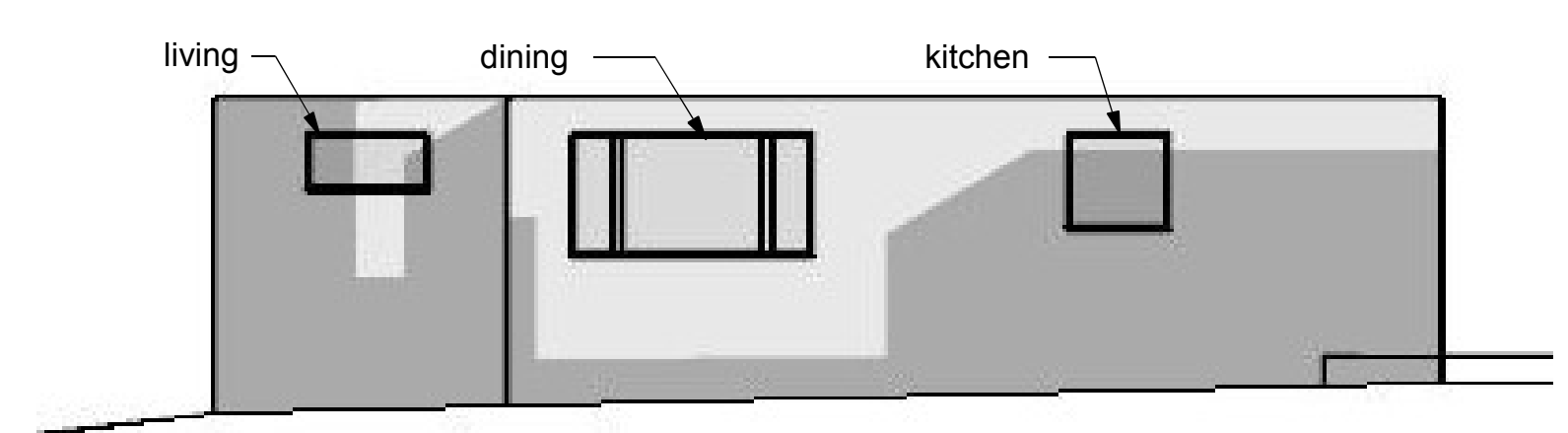
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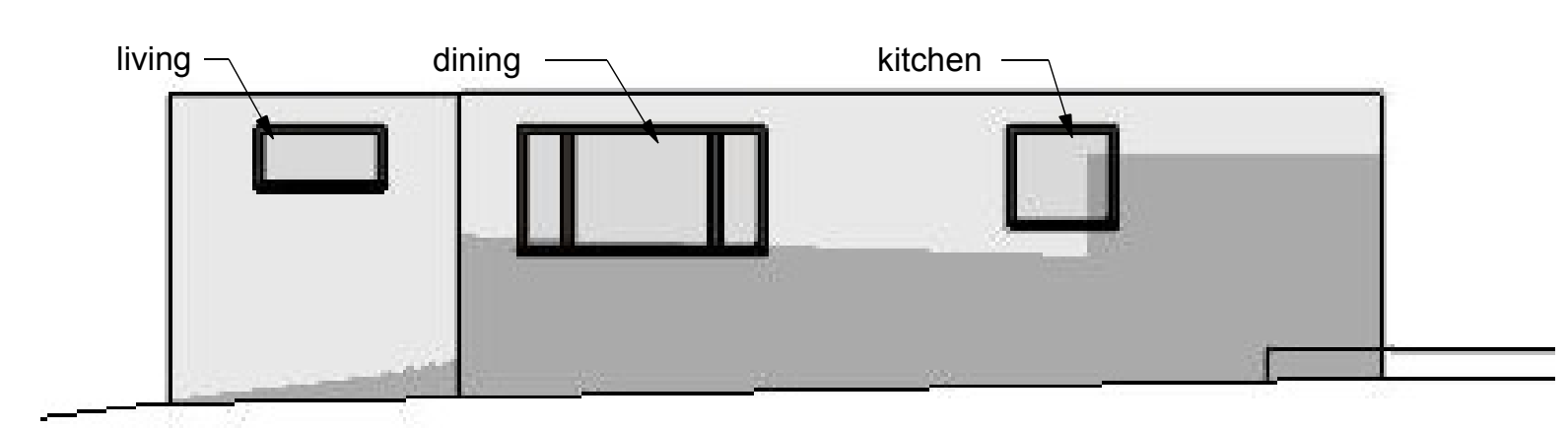
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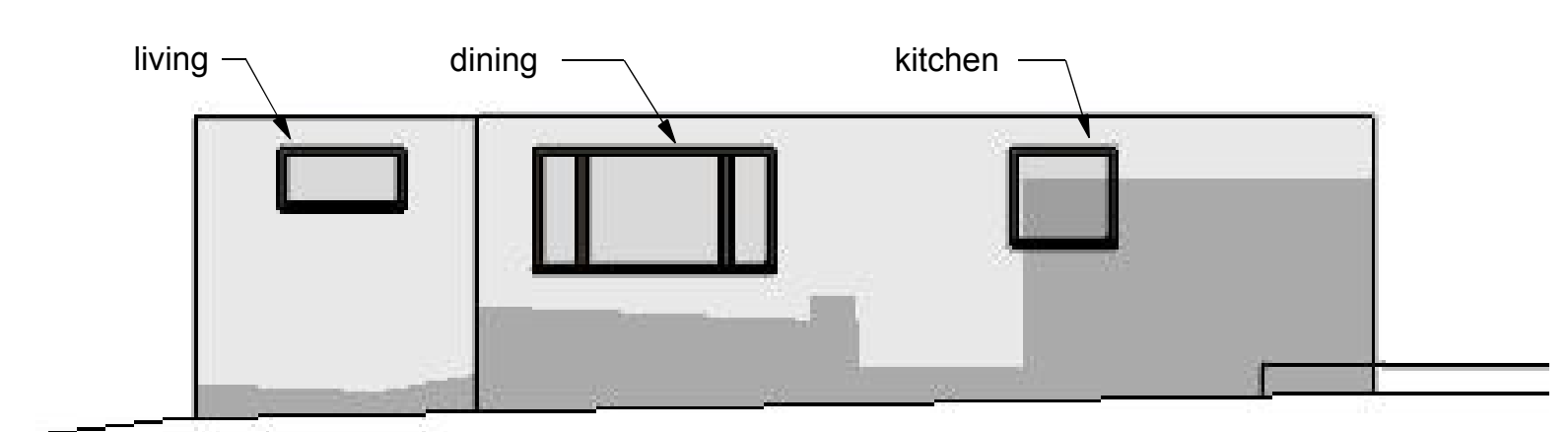
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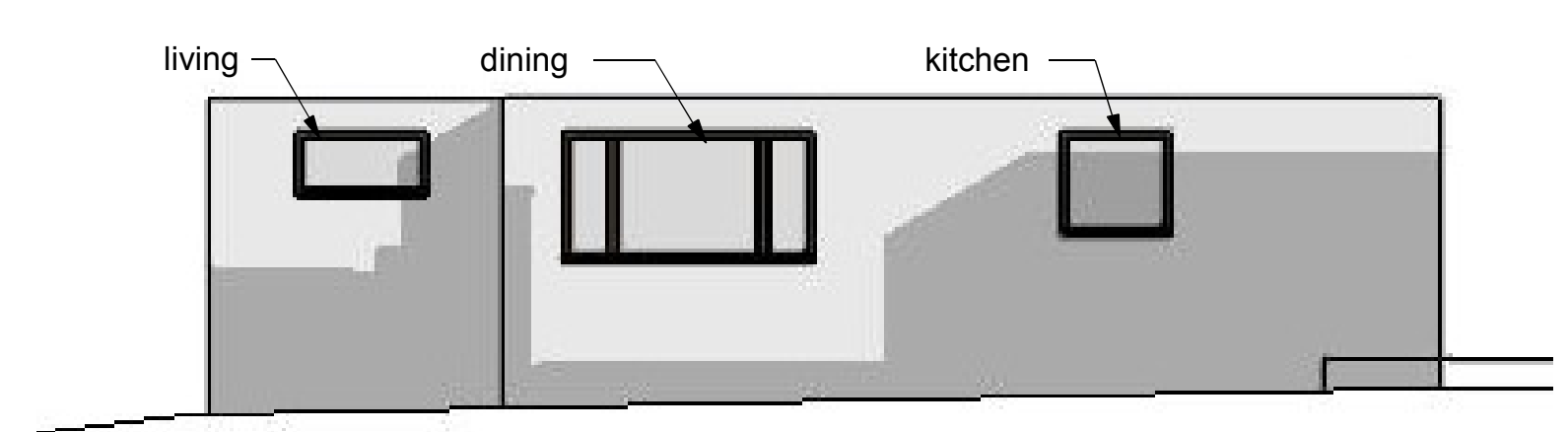
Proposed



Existing



Existing



Existing

12-21-2021 / 2:54 pm

12-21-2021 / 12:00 pm

12-21-2021 / 9:21 am

1639 California St. Shadow Impact Study

Sheet Contents:
Shadows Studies

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Project No:
20-13-420

Drawn By:
SSG

Checked By:
SSG

Scale:
NTS

Revisions:
Use Permit Set: 12-10-2020
Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021

Sheet
A4.3



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**OPPENHEIMER
RESIDENCE**
1643 & 1647 California St.
Berkeley, CA 94703
APN: 58-2156-18

Sheet Contents:
Demolition Diagram

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Project No: 20-13-420

Drawn By: SSG



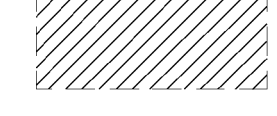
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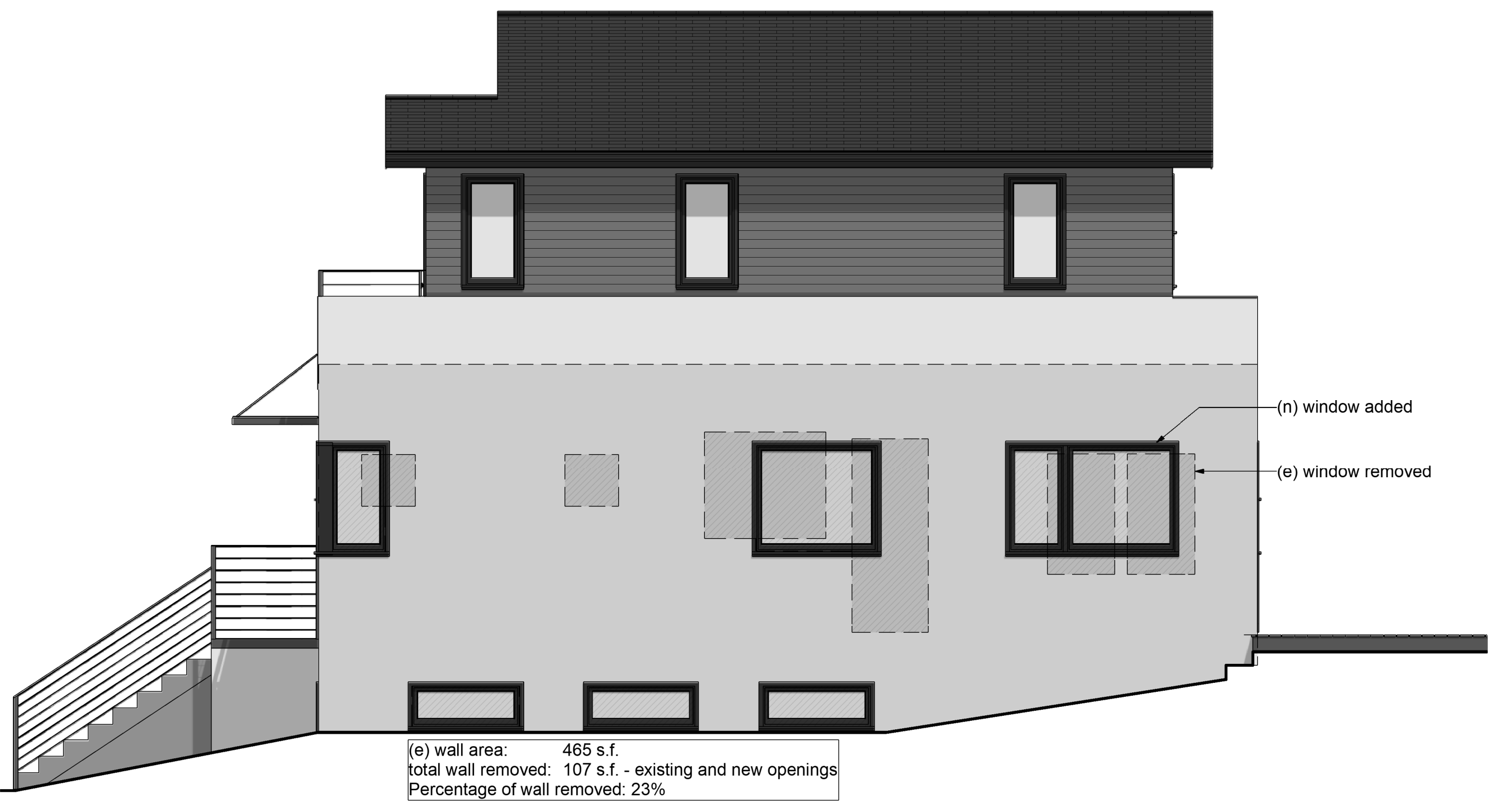
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Revisions:
Use Permit Set: 12-10-2020
Redesign: 5-25-2021
Planning Review: 6-29-2021
Planning Review: 7-15-2021
Planning Review: 8-26-2021

Sheet **A5.1**

Wall demolition Notes:
Total wall area: 1,921 s.f.
Total wall removed: 520 s.f. (existing and new openings)
Percentage removed: 27.1%

-  existing wall area
-  existing window removed
-  existing and new window area



(e) wall area: 465 s.f.
total wall removed: 107 s.f. - existing and new openings
Percentage of wall removed: 23%

4 Proposed South Elevation - Right Side



(e) wall area: 412 s.f.
total wall removed: 110 s.f. - existing and new openings
Percentage of wall removed: 26.7%

3 Proposed East Elevation - Rear



(e) wall area: 436 s.f.
total wall removed: 115 s.f. - existing and new openings
Percentage of wall removed: 33.2%

2 Proposed North Elevation - Left Side



(e) wall area: 608 s.f.
total wall removed: 188 s.f. - existing and new openings
Percentage of wall removed: 30.9%

1 Proposed West Elevation - Front



January 10, 2022

To: The Berkeley City Council

Re: Application of the Housing Accessibility Act and flaws in participatory processes that **unduly limit the City's ability to regulate development in Berkeley, as evidenced via the handling of project ZP2021-0001.**

This appeal relates to the December 9, 2021 ZAB hearing, in which the ZAB voted unanimously to approve a project proposed for 1643-47 California street in Berkeley (ZP2021-0001). We are appealing the decision by the ZAB in this case for two reasons:

- 1) The ZAB and City interpreted and applied the Housing Accessibility Act (HAA) in a way that severely and inappropriately restricts the City of Berkeley's powers and authority to influence housing development and to safeguard existing lower-income housing in the City.
 - a. The City Planner incorrectly extended protections afforded by the HAA only to very-low to moderate income housing developments, to a project that does not add any new units and instead simply proposes to massively increase the square footage of one unit in an existing duplex.
 - b. The ZAB interpreted the HAA to mean that it has no authority to apply existing objective zoning standards to any project that proposes an increase in square footage of the existing structure. That interpretation is counter to the statements in the City Planner's Staff Report, the law, and existing jurisprudence interpreting the HAA. Moreover, the ZAB only discussed how to apply the law to this project AFTER the opportunity for comment had closed during the hearing, and even though none of that information was previously publicly available.

If this interpretation is allowed to stand, the City of Berkeley would find itself forced to approve all housing projects that propose increasing square footage, regardless of whether the project complies with the applicable zoning standards currently in place, in effect making all Berkeley zoning processes irrelevant.

- 2) The City failed to provide adequate opportunities for affected parties to receive information in a timely manner, be consulted, and provide meaningful input on the proposed project

Because of (1) above, we request that the Council revert the project in question to the Department of Planning & Development to work with the City Attorney and others to determine how the HAA shall apply to this project and to zoning matters in Berkeley generally, including issuing clear and public guidelines as to which specific ZAB and City authorities are limited by the HAA in what kinds of circumstances. (See Section A below.)

We further request that the City Council order that ZAB hold another hearing on this project -- AFTER the City has officially decided and provided information as to how the HAA applies in this case, also mandating that such hearing shall include appropriate public notice and public participation, and that any and all restrictions on potential project modifications be both clearly stated in the Staff Report and during the ZAB hearing before the public comment section.

We also request that the City of Berkeley revise its procedures and processes to ensure effective and informed public participation in ZAB matters, considering that the COVID crisis is no longer a short-term phenomenon and thus does not provide an excuse for compromising informed public participation. (See Section B below). This includes but is not at all limited to public postings for projects, use of story poles, and improved ZAB hearing procedures to facilitate public participation.

In the interim, because the HAA does not require approval of this project, we ask that the City exercise its authority to reject the project or require a resubmission until such time as these matters can be resolved.

Finally, because the need for this appeal stems from the City's inconsistent interpretation of the HAA as well as from public participation concerns more broadly, both of which are of great import to the City generally and not only applicable to this specific project, we request a rebate of the \$500 charge for this appeal.

SECTION A. Inappropriate application of the HAA to justify approval of the proposed project

THE FACTS

The project

As clearly stated in the staff report provided to the ZAB prior to the hearing, the proposed project is "non-conforming for lot coverage, density, and yards" and "does not comply with the applicable, objective zoning standards."

1643-47 California is a North-Berkeley duplex built in 1924 that is registered as a two-unit structure with both units being owner-occupied. The property was illegally converted by the project proponents from two single-bedroom units into one larger single-family residence more than two decades ago, removing a kitchen, and opening the wall between the units. The property has been occupied as a single-family residence ever since.

The project proponent now seeks to expand the building from a total of 1,342 to 3,763 square feet by building a substantially different structure, promising to reconstruct the illegally removed unit. The project does not add any new units beyond what is on record in the city.

Instead of recreating the original and surely more affordable one-bedroom housing units (671 sq ft. each), the proposal seeks permission to create a small apartment (501 sq ft.) and an enormous 5-bedroom, 4-bathroom unit that includes a home gym. (3,262 sq ft.) The project would add two new levels to the existing property.

To accomplish these changes, the project requires two Use Permits and five Administrative Use Permits.

The proposal states that two adults will occupy the 3,262 sq ft. 5-bedroom unit and that their adult son will live in the small apartment.

The project application contains no information regarding any restrictions being created to ensure that the smaller proposed unit would be available as low-income housing, as is required for any application seeking to benefit from the HAA under the rubric of providing low-income housing.

Similarly, the project application contains no information explaining how the 5-bedroom, 4-bathroom unit with a gym could be considered to be housing for moderate-level or below income, another way of triggering application of the HAA.

*The ZAB hearing and decision*¹

According to statements by ZAB members made during the meeting, this was the first time since the amendments to the HAA came into effect that the ZAB has had to decide whether or not to approve a project that did not meet the applicable zoning standards.

In spite of opposition by all three adjacent neighbors to the proposed third level of the structure, ZAB approved the project without considering requiring modifications such as lowering the building height or reducing the amount of square footage to be added.

It was evident during the hearing that the ZAB made this decision in large part because it felt forced under the HAA to approve any project that increases housing availability – defined broadly at one point in the discussion as being the units, number of bedrooms, or square footage of a development. The ZAB also expressed it could not require design modifications given that Berkeley does not yet have any objective design standards for minimizing impacts on neighboring properties.

At the very end of ZAB discussions, the ZAB chairman searched for, found, and read from a memo apparently produced by the city attorney and provided to the ZAB in October. That section – read out of context – was used as basis to suggest that the ZAB had no option other than to approve the project. The complete memo was shared with neither the public nor the rest of the ZAB at the meeting. We have since been unsuccessful in obtaining a copy of that memo, even after multiple requests to the ZAB and City Planner.

After dedicating much of the meeting to trying to figure out how the HAA might apply and what it was or was not allowed to do, the ZAB hurriedly voted shortly after reading from this memo to approve the proposed project.

During the meeting, ZAB members also clarified that the ZAB is not allowed to consider potential future uses of the projects it reviews even when the ZAB may doubt statements made by project applicants about such future use, thereby inferring that any determinations as to whether a project provides housing for very low to moderate income earners and thus is subject to those provisions of the HAA rests with the City Planning Department.

THE LAW

The text of the HAA (California Code 65589.5²) begins with an extensive discussion of the need for housing and especially affordable housing in California considering the “housing supply and affordability crisis of historic proportions” the State faces.

¹ We have made multiple requests to the ZAB and city planner for access to the recording of the ZAB meeting, so as to substantiate our record of the meeting. Not having received any response, these facts are based on our notes from the meeting and the written documents supplied to the ZAB by the city planner.

² See: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=65589.5

It is eminently clear that the focus of the law is on providing more affordable housing, with references made to the need for safe and affordable housing; the discrimination against low-income and minority households caused by the lack of affordable housing; worsening poverty and homelessness; constrained supply and protracted unaffordability; low homeownership rates; and the high percentage of incomes paid by Californians on rent, among others.

The law also states that it is the intent of the State that the law be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing.

Relevant to this case, there are two sections of the law that impose restrictions on cities in approving housing developments.

First, Subsection (d) places strict limits on cities with regard to denying an application for a “housing development project for very low, low-, or moderate-income households or an emergency shelter...” To provide clarity on which housing developments would fit into this category, the law provides detailed instructions for how to carry out the calculations to assess whether a unit will qualify as very low, low- or moderate-income housing [Subsections (h)(3) and (h)(4)].

The law further requires that “The developer shall provide sufficient legal commitments to ensure continued availability of units for very low or low-income households in accordance with the provisions of this subdivision for 30 years.” [Subsection (d)(4)]

The vast majority of the law refers to and places limitations only on housing developments that would provide the very-low to moderate level income described above, and as defined in Subsection (h). It is only for such developments or for developments that comply with all applicable objective standards that a City must make a finding of specific adverse impacts upon the public health or safety if it desires to disapprove the project.

Second, Subsection (j) defines the process and timelines by which housing developments in general should be reviewed and either approved or denied. The law sets out two options, providing guidance for what to do if the city considers that:

- a) a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete; or deems the
- b) housing development project to be inconsistent, not in compliance, or not in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision

In the case where the agency deems the project out of compliance, the law simply directs the agency to provide the project proponent with a timely explanation of the reason why the project is not in compliance. [Section(j)(2)(i)]

There is nothing in the law that suggests a local agency would be required to approve a project that does not comply with the applicable, objective zoning standards in place at the time that a project application is complete. To the contrary, section (f) of the law states that:

... nothing in this section shall be construed to prohibit a local agency from requiring the housing development project to comply with objective, quantifiable, written development standards,

conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need pursuant to Section 65584. However, the development standards, conditions, and policies shall be applied to facilitate and accommodate development at the density permitted on the site and proposed by the development.

Other California law, such as Section 65915 discussing density, consistently speak of and define density in terms of the number of units per property or area.³

DISCUSSION AND ANALYSIS

Rather than adding low to moderate income level housing in Berkeley, this project would REDUCE the amount of such housing available. Again, the proponents seek to replace two small and more affordable housing units with one tiny apartment and one huge, 5-bedroom home. There are no provisions made that the project would provide guaranteed low or very-low income housing, and it is difficult to imagine how the very large 5-bedroom unit could be considered to be moderate income-level housing for a two-person household. The project proponents own a large 10-unit Berkeley rental building less than a mile away, and thus unlikely would qualify as a low to moderate income household.

By removing a more affordable unit and replacing it with a luxury home, the project thus runs COUNTER to the expressed purpose of the HAA of seeking to provide more affordable housing in California.

As emphasized in the staff report to the ZAB, the proposed project does not comply with the applicable, objective zoning standards.

As clearly stated on the City of Berkeley Department of Planning & Development website,⁴ Berkeley has a long history of applying zoning requirements to preserve the character of its distinctive neighborhoods and prevent impacts on neighbors. It thus seems highly unlikely that the ZAB would have approved this extremely large building on a tiny lot, in contravention of multiple zoning standards, considering the objections of all three adjacent neighbors, and without requiring modifications to address the concerns of the neighbors, if it were not for the ZAB's apparent belief that it is required to approve any proposal for expanded square footage under the HAA.

To ensure both that all parties receive fair treatment, it is critical that the law be correctly applied. As stated in the judicial opinion in the landmark case on the HAA "California Renters Legal Advocacy and Education Fund vs. the City of San Mateo,

The Legislature insists on objective criteria so as to ensure "reasonable certainty . . . to all stakeholders" about the constraints a municipality will impose. (Assem., 3d reading analysis of Assem. Bill No. 1515, as amended May 1, 2017, p. 2.) Reasonable certainty is important to Department of Housing and Community Development officials, so they understand the impact of a locality's housing element in deciding whether to approve it. Reasonable certainty is important to neighbors, who want to know how big a building can be erected next door, and it is

³ See for example:

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65915&highlight=true&lawCode=GOV&keyword=density+definition

⁴ See: <https://www.cityofberkeley.info/planning/>

important to those who build housing, so they know what size project can be approved for a particular site. (p.19, emphasis added)

Further, the opinion states that

the HAA should not be construed to prohibit local governments from requiring compliance with “objective, quantifiable, written development standards” that are consistent with meeting the jurisdiction’s share in regional housing need (§§ 65589.5, subd. (f)(1), 65583), (p.24)

In this case, the ZAB failed to enforce the objective standards that are already in place. Those objective standards are ones that adjacent neighbors have studied and considered in both purchasing and renovating their properties. The arbitrary decision by ZAB to not apply the objective standards to deny the projects that all the neighbors oppose – when the HAA in no way limits it from doing so – therefore violates the rights of the neighbors to have reasonable certainty as to what kind of development will be allowed.

A memo⁵ read by a ZAB member during the hearing was interpreted to suggest that the HAA limits the right of the city to require a reduction in the square footage, levels, or number of bedrooms of the proposed projects, even though the project does not comply with objective zoning standards. That interpretation is not consistent with the above legal opinion, which clearly confers on cities the right to apply objective standards. It is also not consistent with either the text of the law or the City Planner’s report that was provided to both the ZAB and to all affected parties.

Section (f) of the law states that cities should facilitate development of the density allowed at the site. But density does not mean square footage, levels, or number of bedrooms. Density is commonly defined as “the amount of development per acre permitted on a parcel under the applicable zoning, commonly measured as dwelling units per acre (du/ac).”⁶ The parcel in question is approved at a density of two units, and the proposal is for two units. That does not mean Berkeley necessarily needs to approve one of those units to be enormous, in violation of the objective standards that neighbors would expect the city to enforce.

Further, as the staff report also makes clear,” the City may request modifications to the project to mitigate impacts or avoid specific adverse impacts on surrounding properties, so long as the project is not approved at a reduced density.”

If the ZAB’s interpretation of how to apply the HAA based on square footage instead of the number of units is allowed to stand, it will set a precedent that limits the rights of the City to enforce objective zoning standards, not only in Berkeley but throughout the State.

The reading of the law in this case not only unduly limits the power of cities to regulate development even further than the HAA already does, but it also prevents cities from protecting low to moderate level income housing within their districts. That’s because if cities have to approve all projects that propose infill to the absolute maximum size a property tolerates, without being able to enforce even

⁵ We have not received a copy of this document even after multiple requests to the City Planner and the ZAB.

⁶ “Understanding Density and Development Intensity,” Presentation by the League of California Cities – Planning Commissioners Academy, | Thursday, March 7, 2019, *available at*: [https://www.calcities.org/docs/default-source/planning-commissioners-academy---session-materials/understanding-density-and-development-intensity.pdf?sfvrsn=d6b7bb05_3#:~:text=Definition,acre%20\(du%2Fac\)](https://www.calcities.org/docs/default-source/planning-commissioners-academy---session-materials/understanding-density-and-development-intensity.pdf?sfvrsn=d6b7bb05_3#:~:text=Definition,acre%20(du%2Fac)).

existing objective standards, there would eventually be no small – and thus more affordable – houses and units left. If this were the case in Berkeley, every property owner could in effect propose adding a couple of bedrooms, thus destroying the small houses available in the city and making it impossible for lower income earners and young families afford to live here. This would entirely change the socioeconomic makeup of Berkeley.

In sum, this proposal does not provide additional housing in Berkeley and does not meet any affordable housing needs and thus should not benefit from restrictions on city powers to influence development created by the HAA. This is simply a matter of one family seeking to increase the size of its property – in contravention of zoning standards – without having consulted and reached agreement with its neighbors. There is no justifiable reason why in this circumstance, the ZAB should favor the interests of one property owner over those of its neighbors.

The December 9, 2021 vote by the ZAB to approve the project without modifications was clearly influenced by an erroneous interpretation of the law, with ZAB members voting for the project because they thought they had to do so under the HAA, even after having expressed significant concerns about the size and purpose of the project and about the constraints they felt were being imposed upon them by the law. Recognizing that this was the first time after passage of the new HAA standards that the ZAB had to decide on a case in which a project does not comply with objective standards, and that the ZAB seems to not have fully understood the limitations and powers that law affords to cities, we request that the City Council return this project proposal for another hearing. At that hearing, we would expect that the project be considered for what it is - a proposed expansion that does not comply with objective standards, is not protected under the HAA, and does not count with support from the neighbors, such that the ZAB will feel free to deny the project or impose conditions considering input and requests for modifications from affected neighbors.

SECTION B. Absence of the opportunity for meaningful public participation regarding the project.

Throughout this process we experienced multiple problems with the City's process that created obstacles to the effective and timely participation in the zoning/planning review process. Our full, detailed concerns are described below.

The most egregious issue with respect to public participation in this case was that critical guidance from the City Attorney upon which the ZAB decision was based, was not available to affected parties or apparently to the City Planner until the very end of the ZAB hearing about this project. At that time – after the public participation section of the meeting was closed and with attendee microphones, chats, and videos all turned off on zoom -- and right before the vote was called -- the ZAB chairman found and read a memo to the rest of the ZAB, and in so doing changed the entire focus and purpose of the hearing. Because it had not been previously available, no participant or affected party was able to prepare for or comment on the content of that memo as it potentially applies to the project, and the ZAB made its decision after mere minutes of superficial consideration of this new information. That is not appropriate.

This ZAB hearing was held on December 9th, and the information from the City Attorney that the ZAB Chairman referenced was said to be in an October memo from the City Attorney. The memo supposedly states that any project for which the HAA applies cannot be reduced in square footage. This assertion is completely at odds with comments that the City Planner put in the Staff Report, in his Advisory Comments to the project proponents, and made to us in calls and emails prior to our writing a letter to the ZAB in opposition to the project. As described above, it also seems to be a misinterpretation of what the HAA requires.

One must presume that a memo about zoning from the City Attorney would also have been shared with the Department of Planning and Development and its staff. Nevertheless, the city planner at no point indicated that it would not be possible for the ZAB to deny permits for the proposed third level or otherwise require a significant reduction in size of the project.

In fact, the initial Advisory Comments from the city planner specifically asked for removal of the upper floor to minimize impacts on the neighbors (a reduction in square footage). When speaking with us about our letter to the ZAB he suggested we could reference these comments and ask the ZAB to request "major modifications to the plan prior to continuation of the hearing".

Further, the City Planners comments in the final Staff Report and to us in emails clearly state that the ZAB cannot reduce the number of units (two units, both already existing on this property) but can require other modifications to lessen the impact to neighbors. We therefore chose to focus the comments in our letter and during the hearing to request removal of the upper floor addition to yield a project that would still allow expansion on the non-conforming property from a 1,400 sq ft to 2,700 sq ft structure, on a tiny 3,100 sq ft lot.

The ZAB Chairman who had the additional information from the City Attorney, and presumably read the Staff Report and the submitted public written comments ("Correspondences Received") prior to the hearing, had many opportunities to bring this information to light earlier in the hearing, both right after the City Planner summarized the project, or during the lengthy discussion the ZAB members had about the impacts to lighting and privacy to adjacent neighbors prior to hearing public comment.

Moreover, any information from the City Attorney should have been in the Staff Report as it sets the boundaries for modifications to the plan. If we had been told by the City Planner about this restriction, our letter to the ZAB would have been different, and if we had heard this information from the ZAB chairman during the ZABs initial discussions our oral comments would also have been different.

We thus ask for the City Council to direct the ZAB to reschedule this permit application for a re-hearing, not only as described above in Section A on the HAA, but also so that we and other neighbors can make specific requests to the plan to mitigate the impact to our properties, if the city still decides that it will allow this non-conforming project.

Additionally, we request that the City Council direct the City Planner to require the applicants to erect story poles on their current roof, prior to that ZAB hearing, to show the positioning of the new upper

floor and the location of windows,⁷ as this was never done even though the City's website says that any additions with average heights over 14 feet require application of story poles prior to the ZAB hearing.

If, in the end, the City for some reason decides it still cannot or does not want to deny a project that clearly violates objective standards, exceeds allowed lot density, requires a very large number of UPs and AUPs, is opposed by adjacent neighbors and is completely out of character with the rest of the neighborhood, neighbors might for example request the below modifications:

1. Only permit upper floor window glazing on the south and east side of the development at a height above 5'6" from floor, to increase privacy of neighboring properties.⁸
2. Mandate the construction of a fence between the properties to a height of 8'6" to increase privacy for both neighbors and the project proponents by blocking the direct view between the windows of adjacent houses.⁹
3. Remove the parapet feature on the east side of the top floor. Currently this is set to be built identically to the parapet structure on the front of the house (west side) which is used as a balcony. The parapet feature on the west side is not needed for aesthetic continuity as it isn't continuous on the south and north sides, and on the east side will only act to collect tree droppings from the three tall trees near the property line. These trees are a constant source of complaints from the project proponents as droppings fall on their existing flat roof with a parapet feature. Moreover, to illegally convert that parapet roof structure to a balcony, the owners would only have to add a door to the bedroom on the second floor (a feature that was in their initial submission). Given the project proponent's history of illegal, non-permitted modifications to their property, as described in the fact section above and in the City Planners Staff Report, it would be best to make it impossible for that outside balcony to be easily created.

Complete list of concerns with the city's process and associated impacts to public participation

- The lack of signage and story poles means neighbors were not sufficiently alerted to potential impacts
 - COVID policies from early in the pandemic temporarily removed the requirement for posting a large yellow sign on the property applying for permits to alert neighbors to an application. Signage policies seem to have been changed back to normal during 2021, as we started seeing yellow posters in front of other houses with building proposals, before this proposal was deemed complete. However, we never saw any kind of signage on site describing this project. A few posters were eventually placed on telephone poles, but those were not nearly as noticeable as the traditional large yellow signs on site and have since been removed.

⁷ One concern with the project is whether the proposed project will create a direct clear view from the added upper level into neighbors' bedroom and bathroom, in addition to compromising the privacy of back yards.

⁸ If the project proponents want to keep the total glazing square footage the same to keep the amount of light into that room the same, they have plenty of space in that bedroom on the same wall to extend the 'high windows' toward the south end of that room.

⁹ This would likely require an additional use permit but if the City is willing to issue seven such permits, an eighth seems reasonable as well.

- The project in question never erected ‘story poles’ even though the City’s website says that doing so is required for any addition exceeding 14 feet in height. Again, we saw story poles on other houses in Berkeley that had proposals pending, even before this project was deemed complete.
- Even if temporary COVID policies were put in place to minimize human interaction, once reinstated, requirements should have been applied to all open applications.
- For some period of time, these signage requirements were replaced by postcards the city sent to neighbors. However, those postcards simply listed the address and did not specify on a map which house was affected or what the project implied. The likelihood of people proactively turning to their computer to learn about a proposed project is far lesser after receiving a postcard about an unfamiliar address, than if someone sees signage or story poles on a site.
- This relative lack of information about the project and its impacts - especially the absence of story poles – likely impacted the level of public participation overall, reducing the ability and likelihood of the public commenting on proposals.
- Interactions with the City Planner and the ZAB
 - Over the course of 2021 we had over a dozen email exchanges with the city planner as well as two phone calls. He was very responsive and we greatly appreciate him taking the time to speak with us.
 - Before even hearing the details of our concerns, the City Planner’s advisory comment letter to the applicants called out the impacts to light and privacy to adjacent lots and specifically requested the applicants to remove the upper floor of their proposal (a reduction in square footage).
 - In our final call with the city planner on September 21, 2021, he mentioned options to (1) call out the impact to our light and privacy, (2) reference the suggestions he made in his Advisory Comments to make the scope of the project more reasonably sized by removing the upper floor to minimize/eliminate impacts to neighbors, (3) ask the ZAB to request “major modifications to the plan prior to continuation of the hearing”, and (4) describe the ways in which the applicants misrepresented their neighbors’ support of the project. At no point did he suggest that requesting a reduction in square footage would not be possible.
 - We thus focused our comments on requesting removal of the upper floor addition, to reduce impacts on neighbors but still allow the owners to expand the duplex on their non-conforming property from ~1400 sq ft to ~2700 sq ft.
 - As of 10am on 12/8/2021, the day before the ZAB hearing, the Staff Report was still not posted for public access. At that time, we were the ones who had to reach out to the city planner to get the report from him and make sure it was posted. Thus, there was also insufficient advance time for review and consideration of that report.
- The ZAB Hearing
 - In general, with the need to conduct public hearings on zoom rather than in person, those hearings should be conducted with video and chat channels enabled for all participants so that affected parties can communicate easily. Having chat channels, microphones and videos all disabled, as was the case in this hearing, is not appropriate. The zoom December 9 ZAB meeting did not even allow participants to communicate by

raising a hand to be called on (except during the very limited public comment section). This is extremely problematic, as evidenced by one person who was trying to participate but had no way to communicate with the ZAB to let the ZAB know she for sure wanted to speak. ZAB members themselves found themselves needing to call each other via cellphone rather than being able to interact on chat.

- During the ZAB hearing on 12/9/2021 the city planner reviewed the project and made the same statements described above. The ZAB then had a discussion, and several members raised concerns about the large impact to the neighbor's light and privacy. After this the project proponents spoke, followed by several neighbors who mostly opposed particularly the upper floor addition.
- A discussion by ZAB members ensued. It was at the end of this conversation that the ZAB Chairman referenced a letter he had from the City's Attorney from October supposedly stating that for projects where the HAA applies, the ZAB cannot reduce the square footage of the project, in effect saying that all ZAB members had to vote to approve (at this point in the Zoom hearing we 'raised our hand' to comment but were not called on)
- Finally, the chairman called for a vote and got the unanimous approval that he had already stated was required.
 - The fact that this critical piece of information from the City Attorney was (i) counter to what the City Planner states in the Staff Report and to us directly, and (ii) was presumably known but not shared by the ZAB Chairman until after all public participation was complete, in effect took away the public's ability to submit comments that were meaningful in the context of this critical information.
 - Rather, the important information about how the HAA will be applied should be shared prior to the hearing. As stated above, if we had known about this supposed restriction our comment letter to the ZAB would have been different. Similarly, if we had heard this from the ZAB chairman during the ZABs initial discussions, our verbal comments would have been different.
 - We have since asked the ZAB and the City Planner for a copy of this memo from the City Attorney (and access to the ZAB hearing recording) three times, with neither party even replying to our request.
- Appeal process
 - On December 14th, a few days after the ZAB hearing, we sent an email to the ZAB and to the City Planner requesting to be informed when the 'approval' would be posted and how the 14 days from then would be counted (calendar vs. work days, and considering which holidays?). We received no response from either. We also wrote a longer letter to the ZAB and City Planner and requested this information again on December 27th.
 - Having received no information from the ZAB or the City planner, we reached out to the City Webmaster on 12/17/2021 and were at that time referred to the 'Approved Zoning Applications' site, and the 'Guidelines for Filing an Appeal' site. We checked the 'Approved Zoning Applications' site immediately and then regularly thereafter and never saw the project appear.

- On January 4th, we received information from the City Planner that we would be required to appeal, but no further information as to what the timing would be. Since we were not seeing any postings on the site to which we had been referred, we assumed the clock was not yet running.
- Even so, we reached out to the City Clerk's office by email on January 7th. They immediately responded and told us that the decision had been posted to the 'Zoning Applications in Appeal Period' site on the 27th of December (the same day we last asked the ZAB and the City Planner for this information , and during a holiday break), and that we had three days until January 10th to file our appeal.

There are clearly numerous fronts on which public participation in zoning decisions needs to be improved.

- 1) The city must provide clear and easily understandable information as to how and when the HAA will be applied.
- 2) Posting of information about projects and story poles should be required and enforced.
- 3) The zoom logistics for hearings should be improved to promote meaningful participation in times of virtual meetings. (Unruly participants could always be muted, but excluding or preventing participation should not be the default.)
- 4) Berkeley should more clearly and proactively make available information about the appeals process to everyone who participates in a public hearing.

Thank you for your consideration and action on these matters,



Anna Cederstav



Adam Safir



Kay Bristol

Owners of properties adjacent to 1643-47 California.



Z O N I N G
A D J U S T M E N T S
B O A R D
S T A F F R E P O R T

FOR BOARD ACTION
DECEMBER 9, 2021

1643 & 1647 California Street

Use Permit #ZP2021-0001 to 1) create new lower basement level, 2) construct a new, second story, and 3) modify the existing duplex layout, resulting in a 3,763 square foot duplex on an existing property

I. Background

A. Land Use Designations:

- General Plan: Medium Density Residential
- Zoning: R-2 – Restricted Two-Family Residential District

B. Zoning Permits Required:

- Use Permit, under Berkeley Municipal Code (BMC) Section 23C.04.070.C to enlarge a lawful non-conforming structure that is non-conforming by reason of violation of the maximum allowable lot coverage;
- Use Permit, under BMC Section 23C.04.070.E to enlarge a lawful non-conforming structure that is non-conforming by reason of violation of the maximum allowable density;
- Administrative Use Permits, under BMC Section 23C.04.070.B to horizontally extend two non-conforming yards (front and rear);
- Administrative Use Permit under BMC section 23D.28.030 to permit a major residential addition;
- Administrative Use Permit under BMC Section 23D.28.070.C to allow an addition over 14 feet in height.; and
- Administrative Use Permit under BMC Section 23D.28.050 to construct a fifth bedroom

C. CEQA Recommendation: It is staff's recommendation that the project is categorically exempt pursuant to Section 15301 of the CEQA Guidelines ("Existing Facilities"). The determination is made by ZAB.

Furthermore, none of the exceptions in CEQA Guidelines Section 15300.2 apply, as follows: (a) the site is not located in an environmentally sensitive area, (b) there are no cumulative impacts, (c) there are no significant effects, (d) the project is not located near a scenic highway, (e) the project site is not located on a hazardous waste site pursuant to Government Code Section 65962.5, and (f) the project would not affect any historical resource.

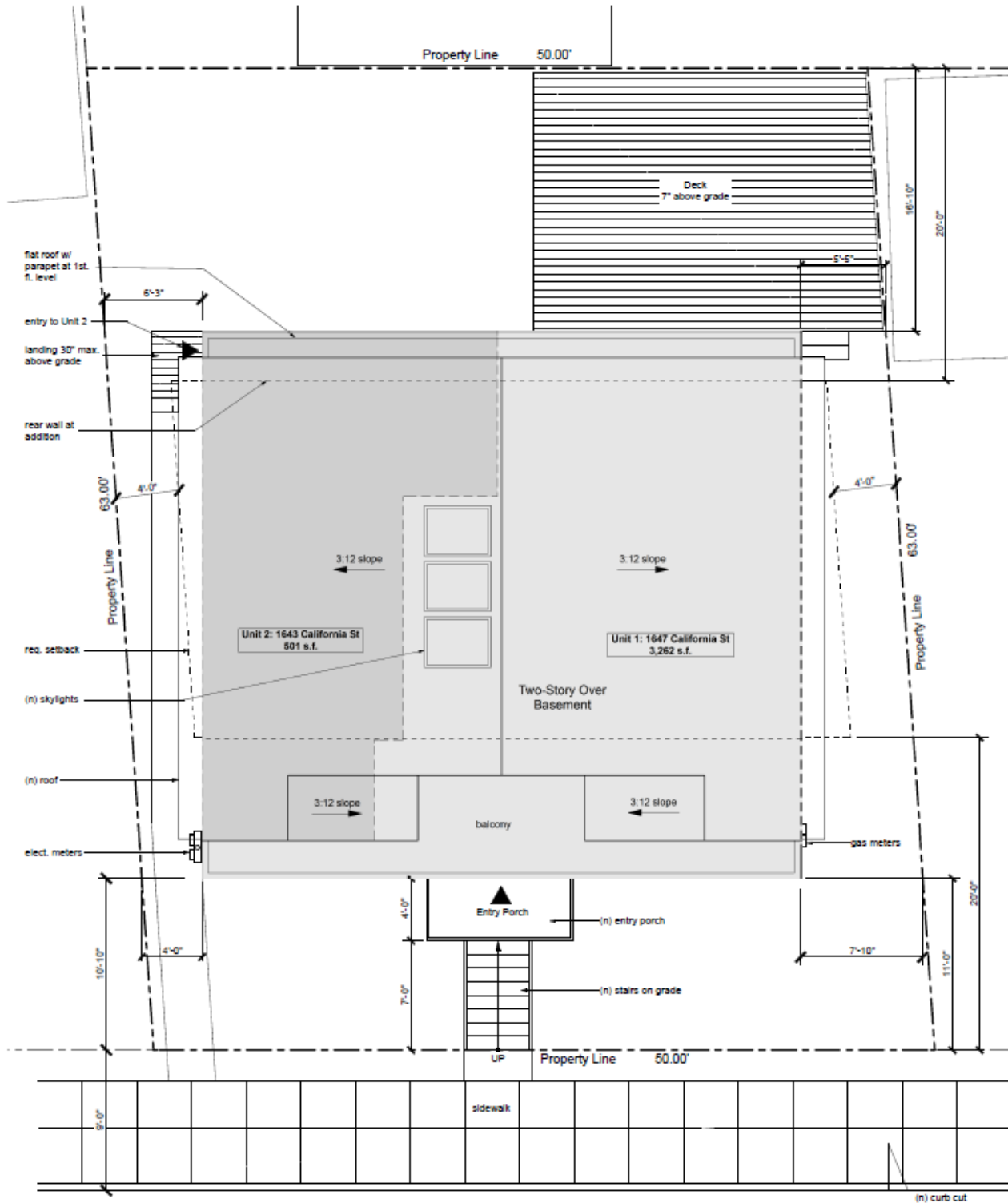
D. Parties Involved:

- Applicant Sundeep Grewel, Berkeley
- Property Owner Ido and Tamar Oppenheimer, Berkeley

Figure 1: Vicinity Map



Figure 2: Site Plan



2 Proposed Site Plan

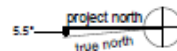
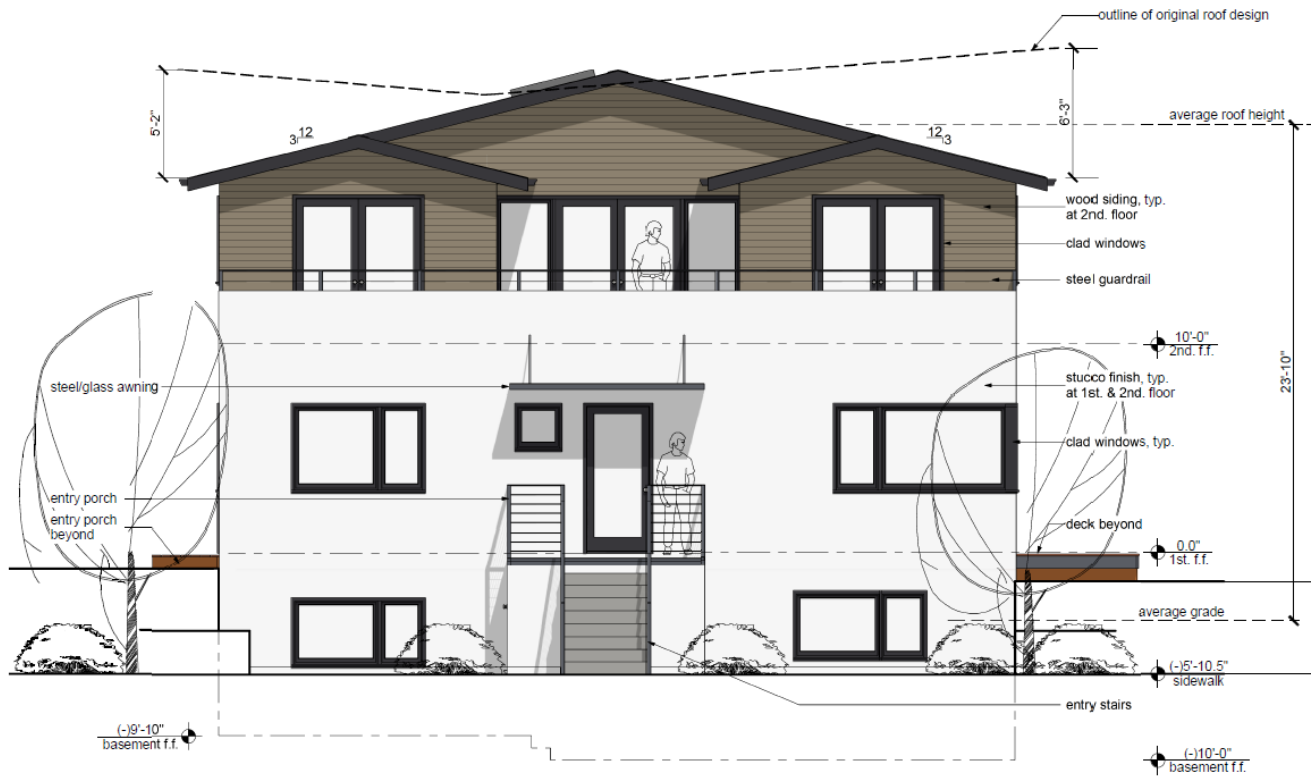


Figure 3: Front Elevation



1 Proposed West Elevation - Front
Current Proposal

Figure 4: Rear Elevation



Table 1: Land Use Information

Location		Existing Use	Zoning District	General Plan Designation
Subject Property		Multi-Family	R-2	Low Medium Density Residential
Surrounding Properties	North	Single-Family		
	South	Single-Family		
	East	Single-Family		
	West	Multi-Family		

Table 2: Special Characteristics

Characteristic	Applies to Project?	Explanation
Affordable Child Care Fee for qualifying non-residential projects (Per Resolution 66,618-N.S.)	No	Project is entirely residential, and therefore, this project is not subject to this resolution
Affordable Housing Fee for qualifying non-residential projects (Per Resolution 66,617-N.S.)	No	Project is entirely residential, and therefore, this project is not subject to this resolution
Affordable Housing Mitigations for rental housing projects (Per BMC 22.20.065)	No	The project proposes to maintain the two dwelling units that currently exist at the property.
Creeks	No	The site does not contain a mapped creek or a creek culvert.
Density Bonus	No	The project is not proposing to add dwelling units through a Density Bonus application

Natural Gas Prohibition (Per BMC 12.80.020)	No	This project is an application for construction to an existing two-unit structure, and is therefore not subject to the Natural Gas Prohibition.
Historic Resources	No	The project site is not designated as a Landmark by the City, nor is the application proposing to demolish the existing structure.
Housing Accountability Act (Gov't Code Section 65589.5(j))	Yes	The existing structure is non-conforming for lot coverage, density, and yards. The proposed additions would continue these non-conformities. Therefore, the proposed project <u>does not</u> comply with the applicable, objective zoning standards. However, the project is eligible for zoning adjustments through the use permit process, and there are no objective standards or findings for considering such permits, so the HAA still applies to the project. See Section V.B of this report for additional discussion on compliance with the Housing Accountability Act.
Housing Crisis Act of 2019 (SB330)	Yes	The project is: all residential; a mixed-use project with at least two-thirds of the square-footage residential; or for transitional or supportive housing. See Section V.A of this report for additional discussion on the sections of SB330 that apply to the project.
Oak Trees	No	There are no Coast Live Oak Trees on the property.
Rent Controlled Units	No	The property contains two units that are owner occupied and are not considered rent controlled.
Residential Preferred Parking (RPP)	No	This property is not located in a Residential Preferred Parking Zone
Seismic Hazards (SHMA)	No	The site is not located within an area susceptible to liquefaction, Fault Rupture, or Landslides as shown on the State Seismic Hazard Zones map.
Soil/Groundwater Contamination	No	The project site is not listed on the Cortese List (an annually updated list of hazardous materials sites). Per §15300.2 of the CEQA Guidelines, a categorical exemption may be used on sites not listed on the Cortese List.
Transit	Yes	The site is located near the corner of California and Virginia Streets, one block east of Sacramento Street. Sacramento is served by AC Transit line 52 and there are bus stops one block away to the west.

Table 3: Project Chronology

Date	Action
January 8, 2021	Application submitted
September 24, 2021	Application deemed complete
November 23, 2021	Public hearing notices mailed/posted
December 9, 2021	ZAB hearing
February 7, 2022	CEQA deadline

Table 4: Development Standards

Standard		Existing	Proposed Total	Permitted/ Required
BMC Sections 23D.28.070-080				
Lot Area (sq. ft.)		3,100	No change	5,000 min
Gross Floor Area (sq. ft.)		1,334	3,763	N/A
Dwelling Units	Total	2	No Change	1 max (1 per 2,500 sq.ft. of lot area)
Building Height	Average (ft.)	13'-6"	23'-10"	28' max
	Stories	1	2	3 max
Building Setbacks (ft.)	Front	10'	No Change	20' min
	Rear	16'-10"	No Change	20' min
	Left Side	3'-11"	4'-0"	4' min
	Right Side	5'6"	5'5"	4' min
Lot Coverage (%)		50%	44%	40% max
Usable Open Space (sq. ft.)		500	1,029	800 min
Parking	Automobile	0	0	2 min

II. Project Setting

A. Neighborhood/Area Description: The project site is located in the North Berkeley neighborhood, on the east side of California Street at the corner of California and Virginia Street. It is one block east of Sacramento Street and four blocks west of Martin Luther King Jr. Way. The surrounding area consists of residential uses ranging from one- and two-story single-family dwellings, and two-story multi-family buildings. Bus service is available via transit lines on Sacramento Street.

B. Site Conditions: The subject property is a small, rectangular lot, oriented in the east-west direction, and is approximately 3,100 square feet in total area. It features a one-story main building originally constructed as a duplex. The building faces west, toward California Street. At some point in the past, the kitchen of the left side unit (1643 California) was removed without permits, and a doorway was installed between the two units, effectively converting the house to one unit, without the necessary approval of a Use Permit to remove a dwelling.

The property and structure is currently non-conforming due to several reasons: 1) the property is non-conforming to the lot coverage, currently at 50 percent coverage where 45 percent coverage is the limit for a one-story structure; 2) the property is non-conforming to the allowable residential density, containing two units when only one unit is permitted due to the lot size (prior to the unauthorized removal of 1643 California); and 3) the structure is located within the required front, rear, and left side yards.

III. Project Description

Proposed Project: The project would make several alterations to the existing property. The existing residential structure would be shifted by 1-inch to the south to create a conforming left (north) side setback of 4 feet. The proposal would restore the left dwelling unit at 1643 California, but would shrink the size of this unit from 650 square feet to 501 square feet. Additionally, the floor plan of the main level of right unit (1647 California) would be modified to serve as the main living area, with an open floor plan kitchen/dining/living room, plus a full bathroom. The structure would be expanded by creating a new basement level¹, contained below the existing building footprint, solely serving 1647 California. This level would contain a family room/home gym, half bath, one new bedroom with a full bathroom, and closet and storage area. The proposal would add a new second level on top of the existing structure, also solely serving 1647 California, which would contain three new bedrooms and two full bathrooms. The second story would step in at the front to provide a balcony, and would step in from the rear to comply with the required 20-foot rear yard setback. In total, 1647 California would expand by 2,612 square feet, from 650 square feet to 3,262 square feet in total.

Other site work includes the removal of an existing accessory shed, and the construction of an on-grade deck in the southeastern corner of the rear yard.

IV. Community Discussion

A. Neighbor/Community Concerns: On January 19, 2021, the City mailed postcards to neighboring property owners and occupants within 300 feet to inform the public of the receipt of a Zoning Permit application at this site² and posted project yellow posters.

On November 23, 2021, the City mailed public hearing notices to nearby property owners and occupants, and to interested neighborhood organizations and the City posted notices within the neighborhood in three locations.

At the time of writing this report, staff has received several communications regarding the project, both in support and opposition. All communications received have been included as attachment #4.

Concerns raised include:

- a. Neighbors to the east and south have raised concerns due to the proposed increase in size of the house on a small lot.
- b. Concerns from each adjacent neighbor regarding the impacts to privacy and to shadows from the two-story design and increase in height.
- c. Concern with the project being out of scale with the neighborhood and surrounding properties, especially given the existing non-conformities of the property.

¹ The basement would not count as a story, as no portion of the basement level would be exposed to the existing grade by more than 6 feet, per the definition in BMC Section 23F.04.

² To comply with Public Health Orders related to Covid-19, the standard protocol for installation of a Project Yellow Poster and/or neighborhood contact and signatures was indefinitely waived.

Support of the application includes:

- a. Improved structure and project site;
- b. Restoration of the second dwelling unit.

V. Issues and Analysis

A. SB 330 – Housing Crisis Act of 2019: The Housing Crisis Act, also known as Senate Bill 330, seeks to boost homebuilding throughout the State with a focus on urbanized zones by expediting the approval process for and suspending or eliminating restrictions on housing development. Housing development is defined as a project that is: all residential; a mixed-use project with at least two-thirds of the square-footage residential; or for transitional or supportive housing. Sections of SB 330 that apply to the proposed project include the following:

1. Government Code §65905.5(a) states that if a proposed housing development project complies with the applicable, objective general plan and zoning standards in affect at the time an application is deemed complete, then the city shall not conduct more than five (5) hearings in connection with the approval of that housing development project. This includes all public hearings in connection with the approval of the housing development project and any continuances of such public hearings. The city must consider and either approve or disapprove the project at any of the five hearings consistent with applicable timelines under the Permit Streamlining Act (Chapter 4.5 (commencing with §65920)).

The December 9, 2021 ZAB hearing represents the first public hearing for the proposed project since the project was deemed complete. The City can hold up to four additional public hearings on this project, if needed. One of those hearings must be reserved for any possible appeal to the City Council.

2. Government Code §65913.10(a) requires that the City determine whether the proposed development project site is a historic site at the time the application for the housing development project is deemed complete. The determination as to whether the parcel is a historic site must remain valid during the pendency of the housing development project, unless any archaeological, paleontological, or tribal cultural resources are encountered during any grading, site disturbance, or building alteration activities.

The project site is not a historic site.

3. Government Code §65950(a)(5) requires a public agency to approve or disapprove a project within 60 days from the determination that the project is exempt from the California Environmental Quality Act. The project was deemed complete on July 8, 2021. Should ZAB determine the application is categorically exempt from CEQA at the December 9, 2021 public hearing, the application must be approved or disapproved by February 7, 2021.

B. Housing Accountability Act Analysis: The Housing Accountability Act (HAA), California Government Code Section 65589.5(j), requires that when a proposed housing development complies with the applicable, objective general plan and zoning standards, but a local agency proposes to deny the project or approve it only if the density is reduced, the agency must base its decision on written findings supported by substantial evidence that:

1. The development would have a specific adverse impact on public health or safety unless disapproved, or approved at a lower density; and
2. There is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, other than the disapproval, or approval at a lower density.

The existing structure is non-conforming for lot coverage, density, and yards. The proposed additions would continue these non-conformities. Therefore, the proposed project does not comply with the applicable, objective zoning standards. However, the project is eligible for zoning adjustments through the use permit process, and there are no objective standards or findings for considering such permits, so the HAA still applies to the project. Therefore, the City may not deny the project or approve the project at a reduced density without basing its decision on the written findings under Section 65589.5(j), above.

However, the City may request modifications to the project to mitigate impacts or avoid specific adverse impacts on surrounding properties, so long as the project is not approved at a reduced density.

C. Findings for Addition to a Structure on Parcel with Non-Conforming Lot Coverage: Pursuant to BMC Section 23C.04.070.C, additions and/or enlargements of lawful non-conforming structures that are non-conforming by reason of lot coverage are permitted with a Use Permit if the addition/enlargement does not increase coverage or exceed the height limit. As previously mentioned, the property is non-conforming to the maximum allowable lot coverage, with 50 percent coverage, where 45 percent is the District maximum on this R-2 property. The proposed addition would remove an existing shed in the rear yard, which would reduce the lot coverage to 44 percent, while creating a two-story house, which decreases the allowable lot coverage to 40 percent. While the proposed structure would still be non-conforming to the allowable lot coverage, the project would reduce the non-conformity from 5 percent over the allowable limit to 4 percent over the allowable limit. The proposed addition is located over existing covered area, and therefore, does not increase the non-conforming lot coverage. Additionally, while the addition consists of a second story addition, reaching a total of 23 feet, 10 inches, which complies with the maximum average height limit of 28 feet.

D. Findings for Addition to a Structure on Parcel with Non-Conforming Density: Pursuant to BMC Section 23C.04.070.E, additions and/or enlargements of lawful non-conforming structures that are non-conforming by reason of residential density are permitted with a Use Permit if the addition/enlargement does not increase the density or exceed the height limit. The project proposes to maintain the density at two units,

therefore, it does not increase the density. As described in Section V.C, above, the addition would comply with the allowable average height limit in the district.

E. Findings for Addition to Vertically Extend and Alter a Structure with Non-Conforming Yards: Pursuant to BMC Section 23C.04.070.C, additions and/or enlargements which vertically extend or alter a portion of a building which encroaches into a non-conforming yard may be of lawful non-conforming structures that are non-conforming by reason of residential density are permitted with an Administrative Use Permit if the existing use of the property is conforming and if the addition/enlargement would not 1) reduce any yard below the minimum setback requirements, or further reduce existing non-conforming yards; or 2) exceed the maximum or calculated height limits. As previously explained, the existing residential structure is non-conforming to the front, rear, and left (north) side setbacks. The proposed addition/enlargement of the house would correct the non-conforming left side setback, but is proposed to vertically extend the non-conforming front and rear setbacks. The front setback would be vertically extended both up (with the second story) and down (with the basement), while the rear setback would be vertically extended down with the expansion of the basement. The second story at the rear would comply with the required 20-foot rear yard setback. As the enlargement of the building would comply with the permitted residential use on the property, and the vertical expansions within the non-conforming setbacks would not further reduce the non-conformity, these expansions are permissible.

F. Addition of a Fifth Bedroom to an R-2 Parcel: Pursuant to BMC Section 23D.28.050, an Administrative Use Permit is required to approve the addition of a fifth bedroom to a parcel in the R-2 Zoning District. This project proposes to increase the total number of bedrooms on the property from four to five bedrooms. The addition of this fifth bedroom would not add density to the site, or intensify the use of the residential property.

G. Restricted Two-Family Residential District (R-2) Findings: This project proposes to construct a major residential addition over 14-feet in height. As required by BMC Section 23D.28.090.A and BMC 23B.32.040.A, the Zoning Adjustments Board must make a finding of general non-detriment for any Administrative Use Permit in the R-2 Zoning District. This project would add approximately 2,429 square feet to the existing 1,334 square foot duplex. The project would not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the area or neighborhood of such proposed use or be detrimental or injurious to property and improvements of the adjacent properties, the surrounding area or neighborhood or to the general welfare of the City because of the following reasons:

- i. The project would add a second level to the home, of which there are several examples in the neighborhood.
- ii. The second story addition would step in and comply with the required front and rear yard setbacks.
- iii. A basement is proposed to be added. While adding additional square footage to the building, the basement would not create any new impacts to the surrounding

neighbors due to its placement partially below grade, maintaining the existing first floor level.

- iv. The neighborhood is a mix of residential uses, including apartments and single-family and multi-family homes. Existing structures in the immediate neighborhood vary in height from one to two stories.
- v. In addition, the project approval is subject to the City's standard conditions of approval regarding construction noise and air quality, waste diversion, toxics, and stormwater requirements, thereby ensuring the project will not be detrimental.

H. General Plan Consistency: The following analysis of conformance with the 2002 General Plan goals and policies is provided only for information purposes and to provide context. They do not require findings of conformance because the proposed project is HAA-compliant.

1. Policy LU-3 – Infill Development: Encourage infill development that is architecturally and environmentally sensitive, embodies principles of sustainable planning and construction, and is compatible with neighboring land uses and architectural design and scale.
2. Policy H-33 – Regional Housing Needs: Encourage housing production adequate to meet City needs and the City's share of regional housing needs.
3. Policy LU-7 – Neighborhood Quality of Life, Action A: Require that new development be consistent with zoning standards and compatible with the scale, historic character, and surrounding uses in the area.
4. Policy UD-17 – Design Elements: In relating a new design to the surrounding area, the factors to consider should include height, massing, materials, color, and detailing or ornament.
5. Policy UD-24 – Area Character: Regulate new construction and alterations to ensure that they are truly compatible with and, where feasible, reinforce the desirable design characteristics of the particular area they are in.
6. Policy H-12 – Transit-Oriented New Construction: Encourage construction of new medium- and high-density housing on major transit corridors and in proximity to transit stations consistent with zoning, applicable area plans, design review guidelines, and the Climate Action Plan.

VI. Recommendation

Because of the project's consistency with the Zoning Ordinance and General Plan, and minimal impact on surrounding properties, staff recommends that the Zoning Adjustments Board:

- A. APPROVE ZP2021-0001 pursuant to Section 23B.32.030 and subject to the attached Findings and Conditions (see Attachment 1).

Attachments:

1. Findings and Conditions
2. Project Plans, dated August 26, 2021
3. Notice of Public Hearing
4. Correspondence Received

Staff Planner: Nicholas Armour, NArmour@cityofberkeley.info, (510) 981-7485



Index &
Administrative Record
ZAB Appeal:
1643-1647 California
Street

These attachments are on file and available for review upon request from the City Clerk Department, or can be accessed from the City Council Website.

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

or from:

The City of Berkeley, City Council's Web site
<http://www.cityofberkeley.info/citycouncil/>

**NOTICE OF PUBLIC HEARING – BERKELEY CITY COUNCIL
PUBLIC PARTICIPATION BY REMOTE VIDEO ONLY**

ZAB APPEAL: 1643-1647 CALIFORNIA STREET, USE PERMIT #ZP2021-0001

Notice is hereby given by the City Council of the City of Berkeley that on **TUESDAY, APRIL 26, 2022 at 6:00 P.M.** a public hearing will be conducted to consider an appeal of the decision by the Zoning Adjustments Board to approve Zoning Permit #ZP2021-0001 to: 1) create a new lower basement level, 2) construct a new second story, and 3) modify the existing duplex layout resulting in a 3,763 square foot duplex on an existing property.

A copy of the agenda material for this hearing will be available on the City's website at www.CityofBerkeley.info as of **April 14, 2022**. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology.**

For further information, please contact Allison Riemer, Project Planner, (510) 981-7433, or ariemer@cityofberkeley.info. Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the City Clerk. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk at 981-6900 or clerk@cityofberkeley.info for further information.

Mark Numainville, City Clerk

Mailed: April 12, 2022

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

If you challenge the above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the

City of Berkeley at, or prior to, the public hearing. Background information concerning this proposal will be available by request from the City Clerk Department and posted on the City of Berkeley webpage at least 10 days prior to the public hearing.



Office of the City Manager

PUBLIC HEARING
April 26, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Jordan Klein, Director, Planning and Development Department
 Subject: Zoning Ordinance Amendments that Address Technical Edits and Corrections to Berkeley Municipal Code (BMC) Title 23

RECOMMENDATION

Conduct a public hearing and, upon conclusion, adopt first reading of an Ordinance containing technical edits, corrections and other non-substantive amendments to the following sections of the new Zoning Ordinance:

- BMC Section 23.326.030 (Eliminating Dwelling Units through Demolition)
- BMC Section 23.204.020 (Allowed Land Uses)
- BMC Section 23.204.100 (C-SA Zoning District)
- BMC Section 23.204.110 (C-T Zoning District)
- BMC Section 23.204.130 (C-DMU District)
- BMC Section 23.204.140 (C-W Zoning District)
- BMC Section 23.206 (Manufacturing Districts)
- BMC Section 23.302.040 (Home Occupations)
- BMC Section 23.304.060 (Accessory Buildings and Enclosed Accessory Structures)
- BMC Section 23.322.030 (Required Parking Spaces)
- BMC Section 23.502.020 (Glossary)

FISCAL IMPACTS OF RECOMMENDATION

Adoption of the recommended amendments will not result in any costs to the City.

CURRENT SITUATION AND ITS EFFECTS

Ensuring an accurate Zoning Ordinance is a Strategic Plan Project, advancing our goal to be a customer-focused organization that provides excellent, timely, easily-accessible service and information to the community.

On October 12, 2021, the City Council adopted a new Zoning Ordinance (Title 23 – Berkeley Municipal Code). This action was the culmination of the first comprehensive review of the Zoning Ordinance since 1999. The intent of the new Zoning Ordinance was to reword and reformat the Zoning Ordinance to make Berkeley's land use

regulations easier to understand and administer. Accordingly, staff advised the Council that aside from a specific list of “consent changes” developed and adopted as part of the Zoning Ordinance Revision Project to maintain consistency with State law and codify departmental practices, the new Zoning Ordinance was not intended to contain any substantive policy changes.

The new Zoning Ordinance became effective December 1, 2021. As anticipated, the introduction of the new Zoning Ordinance has revealed some inconsistencies and inadvertent changes that need to be corrected to ensure that the new Zoning Ordinance accurately states City Council policy, as contained in the old Zoning Ordinance, and does not inadvertently make changes beyond those the Council has authorized.

Because the new Zoning Ordinance contained some inadvertent changes / errors, there are a total of 15 amendments / corrections to the new Zoning Ordinance included in this report, which are summarized below in **Table 1**. At its meeting of March 2, 2022, the Planning Commission reviewed and discussed these amendments and voted to send this recommendation to the City Council by a vote of 8-0-0-1 [Moved Twu, Second Vincent. Ayes: Hauser, Kapla, Mikiten, Moore, Oatfield, Twu, Vincent, and Wiblin. Noes: None. Abstain: None. Absent: Ghosh].

Table 1. Recommended Zoning Ordinance Amendments

Subject/Section	Issue	Amendment
Sec 23.326.030: Elimination of Dwelling Units through Demolition	The Demolition Ordinance is missing language that prohibits the demolition of buildings with 2 or more dwelling units that have been subject to the Ellis Act in the past 5 years.	Adds missing language.
Sec 23.204.020: Allowed Uses in Commercial Districts <i>Table—Legend</i>	The Allowed Uses Table legend has a misnumbered reference to the AUP code section.	Provides correct cross-reference.
Sec 23.204.020: Allowed Uses in Commercial Districts <i>Short-Term Rentals</i>	The Allowed Uses Table misstates that Short-Term Rentals (STR) are permitted in the C-E, C-SO and C-AC Districts.	Corrects the Allowed Use Table to clarify that STRs are not permitted in the C-E, C-SO and C-AC Districts.
Sec 23.204.100: C-SA Dealership Overlay Area	The code contains an outdated reference to the C-SA Dealership Overlay Area.	Removes the C-SA Dealership Overlay Map and regulations.

Subject/Section	Issue	Amendment
Sec 23.204.100: C-SA Height Districts <i>Height Districts Map</i>	The C-SA Height Districts map and regulations include parcels that are within the C-AC District.	Removes the C-AC designated parcels from the C-SA Height Districts map and renumbers Height Districts as appropriate.
Sec 23.204.110: C-T Zoning District <i>Maximum Height</i>	The Maximum Height Table in the C-T District north of Dwight Way incorrectly includes a limit on the number of stories.	Removes the limit on the number of stories.
Sec 23.204.130: C-DMU Zoning District <i>Setbacks</i>	The C-DMU District incorrectly includes a street side setback.	Removes the street side setback requirement.
Sec 23.204.141: C-W Zoning District <i>Minimum Lot Area</i>	The C-W District incorrectly includes a minimum lot area for Group Living Accommodations (GLAs).	Removes the minimum lot requirement for GLAs.
Sec 23.206.020: M District <i>ADUs</i>	The Allowed Use Table incorrectly indicates that ADUs are permitted in the M District.	Changes "P" (permitted) to "NP" (not permitted).
Sec 23.302.040: Home Occupations <i>Definition</i>	The Zoning Ordinance defines Home Occupations twice.	Removes the definition in the Home Occupations Chapter and maintains the definition in the Glossary.
Sec 23.304.060: Accessory Buildings and Enclosed Accessory Structures <i>List Numbering</i>	The list is misnumbered.	Corrects list numbering.
Sec 23.322.030: Required Parking Spaces <i>ES-R District</i>	Minimum parking requirements for the ES-R District were not included in the new Zoning Ordinance.	Adds ES-R residential parking requirements.
Sec 23.502.020: Glossary <i>Family Day Care Home</i>	Incorrect grammar in definition.	Grammar corrected to ensure subject/verb agreement.
Sec 23.502.020: Glossary <i>Nurseries</i>	Glossary definition of "Retail, General" excludes Nurseries.	Removes Nurseries from list of uses excluded from "Retail, General" definition.

BACKGROUND

At its meeting of March 2, 2022, the Planning Commission held a public hearing on the proposed amendments.¹ The Planning Commission recommended adoption of the proposed amendments by a vote of 8-0-0-1 (Moved: Twu; Seconded: Mikiten; Ayes: Hauser, Kapla, Mikiten, Oatfield, Twu, Vincent and Wiblin; Noes: None; Abstentions: None; Absent: Ghosh).

When the new Zoning Ordinance was presented to the City Council, staff had indicated that routine updates to the Zoning Ordinance would regularly come before the City Council to correct unintended errors and make text edits. This is the first such package of amendments. A second, smaller package will be presented to the City Council before the 2022 summer recess.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental and climate impacts or opportunities associated with the adoption of the proposed amendments.

RATIONALE FOR RECOMMENDATION

The proposed Zoning Ordinance amendments are required to ensure that the new Zoning Ordinance accurately reflects the prior ordinance and City Council policy, and does not contain any changes from the old Zoning Ordinance that were not specifically authorized by City Council.

ALTERNATIVE ACTIONS CONSIDERED

No alternatives were considered.

CONTACT PERSON

Jordan Klein, Director of Planning & Development, 510-981-7410
Justin Horner, Associate Planner, Planning and Development, 510-981-7476

Attachments:

- 1: Ordinance
Exhibit A: C-SA Building Height Subarea Map, amended
- 2: Consent Changes Matrix
- 3: Report to Planning Commission, March 2, 2022
- 4: Public Hearing Notice

¹ Agenda-related materials for the March 2, 2022 Planning Commission meeting can be found here: https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Commissions/Commission_for_Planning/2022-03-02%20PC%20Agenda_linked.pdf

ORDINANCE NO. -N.S.

AMENDING TITLE 23 OF THE BERKELEY MUNICIPAL CODE TO CORRECT ERRORS AND MAKE NON-SUBSTANTIVE, TECHNICAL EDITS TO THE ZONING ORDINANCE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Section 23.326.030 is amended to read as follows:

23.326.030 Eliminating Dwelling Units through Demolition

A. Buildings with Two or More Units Constructed Before June 1980.

1. *Applicability.* This subsection only applies to building with two or more units constructed before June 1980.

2. Limitation.

(a) Demolition is not allowed if:

i. The building was removed from the rental market under the Ellis Act during the preceding five years; or

ii. There have been verified cases of harassment or threatened or actual illegal eviction during the immediately preceding three years.

(b) Where allegations of harassment or threatened or actual illegal eviction are in dispute, either party may request a hearing before a Rent Board Hearing Examiner. The Rent Board Hearing Examiner will provide an assessment of the evidence and all available documentation to the ZAB. The ZAB shall determine whether harassment or threatened or actual illegal eviction occurred.

23. Findings. The ZAB may approve a Use Permit to demolish a building constructed before June 1980 on a property containing two or more dwelling units if any of the following are true:

(a) The building containing the units is hazardous or unusable and is infeasible to repair.

(b) The building containing the units will be moved to a different location within Berkeley with no net loss of units and no change in the affordability levels of the units.

(c) The demolition is necessary to permit construction of special housing needs facilities such as, but not limited to, childcare centers and affordable housing developments that serve the greater good of the entire community.

(d) The demolition is necessary to permit construction approved pursuant to this chapter of at least the same number of dwelling units.

34. Fee Required.

(a) The applicant shall pay a fee for each unit demolished to mitigate the impact of the loss of affordable housing in Berkeley.

(b) The amount of the fee shall be set by resolution of the City Council.

(c) *In Lieu of a Fee.*

i. In lieu of paying the impact fee, the applicant may provide a designated unit in the new project at a below market rate to a qualifying household in perpetuity.

ii. The affordability level of the below market rent and the income level of the qualifying household shall be set by resolution of the City Council.

iii. The applicant shall enter into a regulatory agreement with the City of Berkeley to provide the in lieu units.

45. Occupied Units.

(a) *Applicability.*

i. The requirements in this subsection apply if units to be demolished are occupied.

ii. These requirements do not apply to tenants who move in after the application for demolition is submitted to the City if the owner informs each prospective tenant about the proposed demolition and that demolition constitutes good cause for eviction.

(b) *Notice.* The applicant shall provide all sitting tenants notice of the application to demolish the building no later than the date it is submitted to the City, including notice of their rights under Municipal Code Section [13.76](#) (Rent Stabilization and Eviction for Good Cause Program).

(c) *General Requirements.*

i. The applicant shall provide assistance with moving expenses equivalent to in Chapter [13.84](#) (Relocation Services and Payments for Residential Tenant Households).

ii. The applicant shall subsidize the rent differential for a comparable replacement unit, in the same neighborhood if feasible, until new units are ready for occupancy. Funding for the rent differential shall be guaranteed in a manner approved by the City.

iii. *Exception.* An applicant who proposes to construct a 100 percent affordable housing project is not required to comply with this subsection but must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the California Relocation Act (Government Code sections [7260](#) et seq.).

(d) *Sitting Tenants Rights.*

i. Sitting tenants who are displaced as a result of demolition shall be provided the right of first refusal to move into the new building.

ii. Tenants of units that are demolished shall have the right of first refusal to rent new below-market rate units designated to replace

the units that were demolished, at the rent that would have applied if they had remained in place, as long as their tenancy continues.

iii. Income restrictions do not apply to displaced tenants.

iv. *Exception.*

(1) An applicant who proposes to construct a 100 percent affordable housing project is not required to comply with [23.326.030.A.4.a](#), [b](#), and [c](#), but must comply with the following requirement.

(2) Sitting tenants who are displaced as a result of demolition and who desire to return to the newly constructed building will be granted a right of first refusal subject to their ability to meet income qualifications and other applicable eligibility requirements when the new units are ready for occupancy.

Section 2. That Berkeley Municipal Code Section 23.204.020 Table 23.204-1 is amended to read as follows:

Table 23.204-1: Allowed Uses in the Commercial Districts

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit NP = Not Permitted -- = Permitted with AUP, see 23.204.030 Error! Reference source not found.(B) [#] = Table Note Permit Requirement * Use-Specific Regulations Apply	COMMERCIAL DISTRICTS											USE-SPECIFIC REGULATIONS
	C-C	C-U	C-N	C-E	C-NS	C-SA	C-T	C-SO	C-DMU	C-W	C-AC	
Residential Uses												
Accessory Dwelling Unit	See Error! Reference source not found.—Error! Reference source not found.											
Dwellings												
Single-Family	UP(H)	UP(PH)*	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	Error! Reference source not found..B.3
Two-Family	UP(PH)	UP(PH)*	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	Error! Reference source not found..B.3
Multi-Family	UP(PH)	UP(PH)*	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	Error! Reference source not found..B.3

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	C-C	C-U	C-N	C-E	C-NS	C-SA	C-T	C-SO	C-DMU	C-W	C-AC	
Group Living Accommodation	UP(PH)	UP(PH)*	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	Error! Reference source not found. B.3
Hotel, Residential	UP(PH)	UP(PH)*	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	Error! Reference source not found. B.3
Mixed-Use Residential	UP(PH)	UP(PH)*	UP(PH)	UP(PH)	UP(PH)	UP(PH)*	UP(PH)	UP(PH)	UP(PH)	See Error! Reference source not found.	UP(PH)	Error! Reference source not found. B.3; Error! Reference source not found. B.4
Senior Congregate Housing	See Error! Reference source not found. H											
Public and Quasi-Public Uses												
Child Care Center	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Cemetery/Crematory/Mausoleum	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	
Club/Lodge	UP(PH)	UP(PH)	UP(PH)	UP(PH)	NP	UP(PH)	UP(PH)	NP	UP(PH)	UP(PH)	UP(PH)	
Columbaria	See Error! Reference source not found. C											
Community Care Facility	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	ZC	AUP	
Community Center	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Emergency Shelter	See Error! Reference source not found.		--	--	See Error! Reference source not found.							
Family Day Care Home, Large	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	
Family Day Care Home, Small	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	
Hospital	UP(PH)	UP(PH)	NP	NP	NP	NP	NP	NP	UP(PH)	UP(PH)	NP	
Library	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Mortuaries and Crematories	UP(PH)	UP(PH)	NP	NP	NP	NP	NP	NP	NP	UP(PH)	NP	
Municipal Animal Shelter	--	--	--	--	--	--	--	--	--	--	--	
Nursing Home	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Park/Playground	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	AUP	ZC	
Public Safety and Emergency Service	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Public Utility Substation/Tank	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Religious Assembly	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	AUP	UP(PH)	
School	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
School, Vocational	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	UP(PH)	AUP	
Retail Uses												
Alcoholic Beverage Retail Sale	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	NP	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	Error! Reference source not found. B.2; Error! Reference source not found.
Cannabis Retailer	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	Error! Reference source not found. ; 12.21; and 12.22
Cannabis Retailer, Delivery Only	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	--	Error! Reference source not found. ; 12.21; and 12.22
Firearm/Munitions Business	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	NP	UP(PH)	UP(PH)*	Error! Reference source not found. D

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit NP = Not Permitted -- = Permitted with AUP, see 23-204.030 Error! Reference source not found. (B) [#] = Table Note Permit Requirement * Use-Specific Regulations Apply	COMMERCIAL DISTRICTS											USE-SPECIFIC REGULATIONS
	C-C	C-U	C-N	C-E	C-NS	C-SA	C-T	C-SO	C-DMU	C-W	C-AC	
Industrial and Mining Products	--	--	--	--	--	--	--	--	--	--	--	
Pawn Shop/Auction House	UP(PH)	--	NP	NP	NP	NP	NP	NP	UP(PH)	UP(PH)	NP	
Pet Store	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	ZC [3]	UP(PH)	
Retail, General	ZC [1]	ZC [1]	ZC* [2]	ZC* [2]	ZC* [2]	ZC [1]	ZC	ZC* [2]	ZC	ZC* [3]	ZC*	Error! Reference source not found..E (for department stores) Error! Reference source not found..F (for drug stores)
Smoke Shop	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)*	NP	UP(PH)*	UP(PH)*	23.302.070.1
Personal and Household Service Uses												
Personal and Household Services, General	ZC [1]	ZC [1]	ZC [2]	ZC [2]	ZC [2]	ZC [1]	ZC	ZC [2]	ZC	ZC [5]	ZC	
Kennels and Pet Boarding	NP	NP	NP	NP	NP	NP	NP	NP	NP	UP(PH)	NP	
Laundromats and Cleaners	AUP	AUP	UP(PH)	UP(PH)	UP(PH)	AUP	AUP	UP(PH)	UP(PH)	AUP [4]	AUP	
Veterinary Clinic	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Video Tape/Disk Rental	ZC [1]	ZC [1]	ZC [2]	AUP	ZC [2]	-	ZC	ZC [2]	ZC	ZC [5]	NP	
Office Uses												
Business Support Services	ZC [1]	ZC [1]	ZC [2]	ZC [2]	ZC [2]	ZC [1]	ZC*	ZC [2]	ZC	ZC [5]	ZC [6]	Error! Reference source not found..B.6
Banks and Financial Services, Retail	AUP	AUP	UP(PH)	UP(PH)	UP(PH)	ZC [1]	AUP*	UP(PH)	ZC*	AUP	ZC	Error! Reference source not found..B.6; Error! Reference source not found..B.3; Error! Reference source not found..D.3
Insurance Agents, Title Companies, Real Estate Agents, Travel Agents	ZC [1]	ZC [1]	ZC* [2]	ZC* [2]	ZC* [2]	ZC [1]	ZC*	ZC* [2]	ZC*	ZC [5]	ZC [6]	Error! Reference source not found..D; Error! Reference source not found..B.6; Error! Reference source not found..D.3
Medical Practitioners	ZC [1]	ZC [1]	AUP	NP	UP(PH)	ZC [1]	AUP*	UP(PH)	ZC*	ZC [5]	ZC [6]	Error! Reference source not found..D; Error! Reference source not found..B.6; Error! Reference source not found..D.3
Non-Chartered Financial Institutions	UP(PH)*	UP(PH)*	NP	NP	NP	UP(PH)*	UP(PH)*	NP	NP	UP(PH)*	UP(PH)	Error! Reference source not found..F Error! Reference source not found..B.6
Office, Business and Professional	ZC [1]	ZC [1]	AUP*	AUP*	AUP*	ZC [1]	AUP*	AUP*	ZC*	ZC [5]	ZC [6]	Error! Reference source not found..B; Error! Reference source not found..B.6; Error! Reference source not found..D.3

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	C-C	C-U	C-N	C-E	C-NS	C-SA	C-T	C-SO	C-DMU	C-W	C-AC		
Food and Alcohol Service, Lodging, Entertainment, and Assembly Uses													
Adult-oriented Business	UP(PH)*	UP(PH)*	NP	NP	NP	NP	NP	NP	UP(PH)*	UP(PH)*	NP	Error! Reference source not found..A	
Amusement Device Arcade	UP(PH)*	UP(PH)*	NP	NP	NP	UP(PH)*	NP	NP	UP(PH)*	UP(PH)*	UP(PH)	Error! Reference source not found..B	
Bar/Cocktail Lounge/Tavern	UP(PH)*	UP(PH)*	UP(PH)*	-	NP	UP(PH)*	UP(PH)*	NP	UP(PH)*	UP(PH)*	UP(PH)	Error! Reference source not found..B.3; Error! Reference source not found..B.2; Error! Reference source not found.	
Commercial Recreation Center	See Error! Reference source not found..A												
Dance/Exercise/Martial Arts/Music Studio	ZC [1]	ZC [1]	ZC [2]	AUP	AUP [4]	ZC [1]	ZC	AUP	ZC	ZC [7]	ZC		
Entertainment Establishment	UP(PH)	UP(PH)	UP(PH)	NP	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)		
Food Service Establishment	See Error! Reference source not found..E												
Group Class Instruction	ZC [1]	ZC [1]	AUP	AUP	AUP*	ZC [1]	ZC*	AUP	ZC*	ZC	ZC	Error! Reference source not found..B	
Gym/Health Club	See Error! Reference source not found..C												
Hotels, Tourist	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)		
Motels, Tourist	UP(PH)	UP(PH)	NP	NP	NP	NP	NP	NP	UP(PH)	UP(PH)	NP		
Theater	UP(PH)	UP(PH)	UP(PH)	UP(PH)	NP	UP(PH)	UP(PH)	NP	AUP	UP(PH)	UP(PH)		
Vehicle Service and Sales Uses													
Alternative Fuel Station	UP(PH)	UP(PH)	UP(PH)	NP	UP(PH)	UP(PH)	NP*	UP(PH)	NP	AUP*	UP(PH)	Error! Reference source not found..B.4; Error! Reference source not found..B.3	
Electric Vehicle Charging Station	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP*	AUP		
Gasoline Fuel Stations	UP(PH)	UP(PH)	UP(PH)	NP	UP(PH)	UP(PH)	NP*	UP(PH)	NP	UP(PH)*	UP(PH)	Error! Reference source not found..B.3	
Large Vehicle Sales and Rental	AUP	NP	NP	NP	NP	NP	NP	NP	NP	AUP* [8]	NP	Error! Reference source not found..B.3	
Small Vehicle Sales and Service	AUP	NP	NP	NP	NP	UP(PH)*	NP	NP	UP(PH)	UP(PH)*	NP	Error! Reference source not found..B.5; Error! Reference source not found..B.3	
Tire Sales and Service	UP(PH)	NP	NP	NP	NP	NP	NP	NP	NP	UP(PH)*	NP	Error! Reference source not found..B.3	
Vehicle Parts Store	ZC [1]	NP	ZC [2]	ZC [2]	ZC [2]	ZC [1]	ZC	ZC [2]	NP	AUP* [8]	ZC		
Vehicle Rentals	AUP	NP	NP	NP	NP	NP	NP	NP	UP(PH)	AUP* [8]	NP	Error! Reference source not found..B.3	
Vehicle Repair and Service	AUP	NP	NP	NP	NP	NP	NP	NP	NP	AUP* [8]	NP		
Vehicle Sales, New	AUP	NP	NP	NP	NP	UP(PH)*	NP	NP	UP(PH)	AUP* [8]	NP	Error! Reference source not	

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit NP = Not Permitted -- = Permitted with AUP, see 23-204.030 Error! Reference source not found. (B) [#] = Table Note Permit Requirement * Use-Specific Regulations Apply	COMMERCIAL DISTRICTS											USE-SPECIFIC REGULATIONS	
	C-C	C-U	C-N	C-E	C-NS	C-SA	C-T	C-SO	C-DMU	C-W	C-AC		
													found..B.5 Error! Reference source not found..B.3
Vehicle Sales, Used	AUP	NP	NP	NP	NP	UP(PH)*	NP	NP	UP(PH)	UP(PH)*	NP		Error! Reference source not found..B.5; Error! Reference source not found..B.3; Error! Reference source not found..D.4
Vehicle Wash	UP(PH)	NP	NP	NP	NP	NP	NP	NP	NP	UP(PH)*	NP		Error! Reference source not found..B.3
Vehicle Wrecking	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP		
Industrial and Heavy Commercial Uses													
Bus/Cab/Truck/Public Utility Depot	--	--	--	--	--	--	--	--	--	--	--	--	
Commercial Excavation	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	--	NP	UP(PH)		
Contractors Yard	--	--	--	--	--	--	--	--	--	AUP	--		
Dry Cleaning and Laundry Plant	UP(PH)	UP(PH)	NP	--	UP(PH)	NP	NP	NP	UP(PH)	NP	NP		
Laboratory													
Commercial Physical or Biological	AUP	AUP	NP	NP	NP	NP	NP	NP	AUP	NP	NP		
Cannabis Testing	AUP	AUP	NP	NP	NP	NP	NP	NP	AUP	AUP [9]	NP		
Manufacturing													
Construction Products	--	--	--	--	--	--	--	--	--	UP(PH)	--		
Light Manufacturing	--	--	--	--	--	--	--	--	--	AUP [8]	--		
Pesticides/Herbicides/Fertilizers	--	--	--	--	--	--	--	--	--	UP(PH)	--		
Petroleum Refining and Products	--	--	--	--	--	--	--	--	--	UP(PH)	--		
Pharmaceuticals	--	--	--	--	--	--	--	--	--	UP(PH)	--		
Primary Production Manufacturing	--	--	--	--	NP	--	--	--	--	UP(PH)	--		
Semiconductors	--	--	--	--	NP	--	--	--	--	UP(PH)	--		
Material Recovery Enterprise	--	--	--	--	--	--	--	--	--	--	--		
Media Production	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)*	AUP	UP(PH)		Error! Reference source not found..B.4
Mini-storage	UP(PH)	NP	NP	NP	NP	NP	NP	--	UP(PH)	NP	NP		
Recycled Materials Processing	--	--	--	--	--	--	--	--	--	--	--		
Recycling Redemption Center	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP		
Repair Service, Non-Vehicle	--	--	--	--	--	--	--	--	--	AUP	--		
Research and Development	--	--	--	--	--	--	--	--	--	AUP	--		
Services to Buildings and Dwellings	--	--	--	--	--	--	--	--	--	AUP	--		
Warehouse	UP(PH)	NP	NP	NP	NP	NP	NP	--	UP(PH)	NP	NP		
Warehouse-Based Non-Store Retailer	--	--	--	--	--	--	--	--	--	--	--		
Wholesale Trade	--	--	--	--	--	--	--	--	--	AUP [8]	--		
Incidental Uses													

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit NP = Not Permitted -- = Permitted with AUP, see 23-204.030 Error! Reference source not found. (B) [#] = Table Note Permit Requirement * Use-Specific Regulations Apply	COMMERCIAL DISTRICTS											USE-SPECIFIC REGULATIONS
	C-C	C-U	C-N	C-E	C-NS	C-SA	C-T	C-SO	C-DMU	C-W	C-AC	
Amusement Devices	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	UP(PH)	Error! Reference source not found..B
Alcoholic Beverage Service	See Error! Reference source not found.											
Cafeteria, On-Site	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	AUP	UP(PH)	
Columbaria	See Error! Reference source not found..C											
Food and Beverage for Immediate Consumption	ZC	ZC	AUP	UP(PH)	UP(PH)	ZC	AUP	UP(PH)	ZC	ZC	ZC	
Food Service Establishment	See 23.302.070.E											
Live Entertainment	See Error! Reference source not found..D											
Manufacturing	AUP	AUP	UP(PH)	UP(PH)	NP	UP(PH)	AUP	AUP	AUP	AUP	AUP	
Retail Sale of Goods Manufactured On-Site	ZC [1]	ZC [1]	ZC [2]	ZC [2]	ZC [2]	ZC [1]	ZC	ZC [2]	ZC	AUP	ZC	
Storage of Goods (>25% gross floor area)	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP	Error! Reference source not found..C
Wholesale Activities	AUP*	AUP*	UP(PH)*	UP(PH)*	NP	AUP*	AUP*	AUP*	AUP*	AUP	AUP	Error! Reference source not found..B.3
Other Miscellaneous Uses												
Art/Craft Studio	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	ZC [6]
ATM, Exterior and Attached to Bank	AUP	AUP	AUP	UP(PH)	AUP	AUP	AUP	AUP*	AUP	AUP	AUP	Error! Reference source not found..B.2
ATM, Interior or Exterior and Not With Bank	UP(PH)	UP(PH)	UP(PH)	NP	UP(PH)	UP(PH)	UP(PH)	NP	UP(PH)*	AUP	UP(PH)	Error! Reference source not found..B.2
Circus/Carnival	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Drive-in Uses	UP(PH)	NP	NP	NP	UP(PH)	UP(PH)	NP	UP(PH)	NP	NP	UP(PH)	
Home Occupations	See Error! Reference source not found.											
Live/Work	See Error! Reference source not found.											
Parking Lot/Structure	See Error! Reference source not found..G											
Public Market, Open Air	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	UP(PH)	AUP	
Public Market, Enclosed	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP [9]	AUP	
Short-Term Rental	See Error! Reference source not found.			NP	See Error! Reference source not found.			NP	See Error! Reference source not found.		NP	
Urban Agriculture, Low-Impact	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC*	ZC	ZC	Error! Reference source not found.
Urban Agriculture, High-Impact	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP*	AUP	AUP	Error! Reference source not found.
Wireless Telecommunication Facility	See Error! Reference source not found.—Error! Reference source not found.											
Notes: [1] Change of use of floor area over 3,000 square feet requires an AUP. Change of use of floor area over 2,000 square feet requires an AUP. Requires an AUP for uses 3,500 sq. ft. to 7,500 square feet. Requires a Use Permit for uses more than 7,500 sq. ft. Requires a Use Permit if 5,000 sq. ft. or more. Requires an AUP for uses 3,000 sq. ft. to 5,000 square feet. Requires a Use Permit for uses more than 5,000 sq. ft. Requires an AUP for uses 2,500 sq. ft. or greater or 50 ft. wide or greater on Shattuck, between Ward and Russell; Adeline between Russell and the City boundary; on Ashby, east of Adeline; or on the north side of Ashby, west of Adeline. Requires a Use Permit if 7,500 square feet or more. Require a Use Permit if either 5,000 sq. ft. or more of floor area or 10,000 square feet or more of lot area. Requires a Use Permit if more than 10,000 sq. ft.												

Section 3. That Berkeley Municipal Code 23.204.100.B.5 is hereby amended to read:

5. ~~Automobile/Motorcycle Vehicle~~ Sales.

a. **Applicability.**

i. In the C-SA district, small vehicle service is not permitted. Small vehicle sales that are exclusively indoor operations are permitted with a Zoning Certificate. Otherwise, a Use Permit is required.

ii. All new or relocated ~~automobile or motorcycle vehicle~~ sales in the C-SA district shall comply with the requirements of this subsection.

iii. Expansions or modifications of existing ~~automobile or motorcycle vehicle~~ sales are:

1. Encouraged to comply with standards in Paragraph c (Standards) below where feasible; and

2. Shall not increase or exacerbate a non-conformity with these standards.

b. **Where Allowed Sales with Outdoor Activities.** New or relocated ~~automobile or motorcycle vehicle~~ sales uses with outdoor activities, including but not limited to storage and display of vehicle inventory, ~~are limited to the Dealership Overlay Area as shown in Figure 23.204-2: C-SA Dealership Overlay Area. are not permitted.~~ Vehicle sales uses must be exclusively indoor operations.

~~FIGURE 23.204-2: C-SA DEALERSHIP OVERLAY AREA~~



c. **Standards.**

- ~~i. **Street Frontage.** Outdoor vehicle display is permitted only along Shattuck Avenue and Adeline Street and is limited to 30 percent of the lot frontage on those streets.~~
- ~~ii. **Area for Outdoor Uses.** A maximum of 40 percent of the lot area may be used for outdoor uses, including but not limited to vehicle display and storage. Adequate landscaping and/or fencing shall be used to filter the view of outdoor uses from the adjacent right-of-way and abutting properties, with the exception of outdoor vehicle display;~~
- ~~iii.i. **Service Entries.** Vehicle and repair service entries may not exceed 20 percent of the primary lot frontage, no entrance may exceed a width of 20 feet. The primary street frontage is the frontage towards which the primary building entrance is oriented.~~

iv-ii. **Transparency.** At least 60 percent of any new building shall be within 10 feet of the right-of-way along the primary street frontage and 60 percent of the street-facing facade shall be comprised of clear glass.

v-iii. **Repair Activities.** All vehicle repair activities shall be conducted indoors.

vi-iv. **Noise.** All noise-generating equipment and activities, such as vehicle repair, shall be shielded by noise-attenuating materials. Outdoor amplification is not permitted.

vii-v. **Lighting.** Exterior light standards and fixtures shall not be taller than 20 feet, shall achieve uniform light coverage and minimize glare, shall use light cutoffs to control light spillover onto adjacent properties and urban sky glow, and shall use low energy light fixtures consistent with the City’s goals for energy efficiency.

viii-vi. **Vehicle Storage.** No vehicles shall be stored in the public right-of-way.

d. **Modification of Standards.** The Zoning Officer may allow modification to standards in Paragraph c (Standards) above with an AUP upon finding that the modification:

- i. Is necessary to facilitate incorporation of an existing structure;
- ii. Achieve greater consistency with the surrounding street pattern;
- iii. Buffers impacts to an adjacent residential district; or
- iv. Is needed to accommodate dealership operations.

Section 4. That the Berkeley Municipal Code 23.204.100 Table 23.204-28 is hereby amended to read:

Table 23.204-28: C-SA Maximum Building Heights

Building Land Use	Maximum Height		
	Subarea 1	Subarea 2	Subarea 32
Non-Residential Uses	36 ft and 3 stories	24 ft and 2 stories	24 ft and 2 stories
Mixed Use and Residential Only	60 ft and 5 stories [1]	50 feet and 4 stories [1]	36 ft and 3 stories [1]
[1] In mixed-use buildings, the third story and above must be used for residential purposes entirely.			

Section 5. That Berkeley Municipal Code 23.204.100 Figure 23.204-3 is hereby amended to read:





Section 6. That Berkeley Municipal Code Section 23.204.110 Table 23.204-33 is amended to read as follows:

Table 23.204-33: C-T Allowed Heights and FAR Increases

Project Location	Allowed Increase	
	Height	FAR
South of Dwight Way	65 ft. and 5 stories	No increase allowed
North of Dwight Way	75 ft. and 6 stories	6.0

Section 7. That Berkeley Municipal Code Section 23.204.130 Table 23.204-39 is amended to read as follows:

Table 23.204-39: C-DMU Setback Standards

PORTION OF BUILDING AT HEIGHT OF:	FRONT OR STREET SIDE	MINIMUM INTERIOR SIDE		MINIMUM REAR
		65' AND LESS FROM LOT FRONTAGE	OVER 65' FROM LOT FRONTAGE	
Zero to 20 feet	No minimum. 5 ft. max.	No minimum		
21 feet to 75 feet	No minimum.	No minimum		5 ft.
76 feet to 120 feet	15 ft. min.	5 ft.		15 ft.
Over 120 feet	15 ft. min.	15 ft.		

Section 8. That Berkeley Municipal Code Section 23.204.140 Table 23.204-42 is amended to read as follows:

Table 23.204-42: C-W Development Standards

BASIC STANDARDS		SUPPLEMENTAL STANDARDS
Lot Area Minimum		Error! Reference source not found. Error! Reference source not found.
New Lots	No minimum 350-sq.-ft.	
Per Group Living Accommodation Resident		
Usable Open Space, Minimum		Error! Reference source not found. Error! Reference source not found.
Per Dwelling Unit or Live/Work Unit	40 sq. ft.	
Per Group Living Accommodation Resident	No minimum	
Floor Area Ratio, Maximum	3.0	
Main Building Height, Minimum	No minimum	
Main Building Height, Maximum	40 ft. and 3 stories [1,2]	Error! Reference source not found. Error! Reference source not found.
Lot Line Setbacks, Minimum		Error! Reference source not found. Error! Reference source not found.
Abutting/Confronting a Non-residential District	No minimum	
Abutting/Confronting a Residential District	See Error! Reference source not found. .C.2	
Building Separation, Minimum	No minimum	

Lot Coverage, Maximum	100%	Error! Reference source not found. Error! Reference source not found.
<p>Notes:</p> <p>[1] 50 ft. and 4 stories allowed for mixed-use projects. The fourth floor must be used for residential or live/work purposes.</p> <p>[2] On Assessor Parcel Numbers 054-1763-001-03, 054-1763-010-00 and 054-1763-003-03 the maximum height is 50 feet and 4 stories.</p>		

Section 9. That Berkeley Municipal Code Section 23.206.020 Table 23.206-1 is amended to read:

Table 23.206-1 Allowed Uses in Manufacturing Districts

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit -- = Permitted with an AUP, see 23.206.020(B) NP = Not Permitted [#] = Floor Area Permit Requirement * Use-Specific Standards Apply	MANUFACTURING DISTRICTS				Use-Specific Standards Applies to uses with an asterisk following the permit requirement (e.g., ZC*)
	M	MM	MU-LI	MU-R	
Residential Uses					
Accessory Dwelling Unit	NP	NP	NP	See Error! Reference source not found.	
Dwellings					
Single-Family	NP	NP	NP	AUP*	Error! Reference source not found..B.8
Two Family	NP	NP	NP	AUP*	Error! Reference source not found..B.8
Multi-Family	NP	NP	NP	UP(PH)*	Error! Reference source not found..B.7&8
Group Living Accommodation	NP	NP	NP	UP(PH)*	Error! Reference source not found..B.8
Hotel, Residential	NP	NP	NP	NP	
Mixed-Use Residential	NP	NP	NP	UP(PH)*	Error! Reference source not found..B.8&9
Senior Congregate Housing	NP	NP	NP	See Error! Reference source not found..H	
Public and Quasi-Public Uses					
Child Care Center	NP	NP	AUP*	UP(PH)*	Error! Reference source not found..B&C
Cemetery/Crematory/Mausoleum	NP	NP	NP	NP	
Club/Lodge	UP(PH)*	UP(PH)*	UP(PH)*	UP(PH)	Error! Reference source not found..E
Columbaria	NP	NP	NP	–	
Community Care Facility	NP	NP	NP	ZC*	Error! Reference source not found..B.3

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit -- = Permitted with an AUP, see 23.206.020(B) NP = Not Permitted [#] = Floor Area Permit Requirement * Use-Specific Standards Apply	MANUFACTURING DISTRICTS				Use-Specific Standards Applies to uses with an asterisk following the permit requirement (e.g., ZC*)
	M	MM	MU-LI	MU-R	
Community Center	NP	NP	NP	UP(PH)	
Emergency Shelter	NP	NP	NP	–	
Family Day Care Home, Large	NP	NP	ZC*	AUP*	Error! Reference source not found..C
Family Day Care Home, Small	NP	NP	ZC*	ZC*	Error! Reference source not found..C
Hospital	NP	NP	NP	NP	
Library	NP	NP	NP	UP(PH)	
Mortuaries and Crematories	NP	NP	NP	UP(PH)*	Error! Reference source not found..B.6
Municipal Animal Shelter	UP(PH)	UP(PH)	UP(PH)	–	
Nursing Home	NP	NP	NP	UP(PH)	
Park/Playground	NP	NP	NP	UP(PH)*	Error! Reference source not found..C
Public Safety and Emergency Service	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Public Utility Substation/Tank	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Religious Assembly	NP	NP	NP	UP(PH)	
School	NP	NP	NP	UP(PH)*	Error! Reference source not found..C
School, Vocational	NP	NP	ZC* [1]	UP(PH)	Error! Reference source not found..B.12
Retail Uses					
Alcoholic Beverage Retail Sale	NP	NP	UP(PH)* [2]	NP *	Error! Reference source not found..B.3; Error! Reference source not found..B.2; Error! Reference source not found.
Firearm/Munitions Business	NP	NP	NP	NP	
Industrial and Mining Products	AUP [2]	AUP [2]	AUP [4]	NP	
Pawn Shop/Auction House	NP	NP	NP	NP	
Pet Store	NP	NP –	NP	NP	
Retail, General	NP	NP	AUP* [5]	AUP* [3]	Error! Reference source not found..B.6; Error! Reference source not found..B.4
Smoke Shop	NP	NP	NP	NP	
Personal and Household Service Uses					
Personal and Household Services, General	NP	NP	NP	AUP	
Kennels and Pet Boarding	NP	NP	NP	UP(PH)	
Laundromats and Cleaners	NP	NP	NP	AUP	
Veterinary Clinic	NP	NP	NP	UP(PH)	
Video Tape/Disk Rental	NP	NP	NP	NP	
Office Uses					

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit -- = Permitted with an AUP, see 23.206.020(B) NP = Not Permitted [#] = Floor Area Permit Requirement * Use-Specific Standards Apply	MANUFACTURING DISTRICTS				Use-Specific Standards Applies to uses with an asterisk following the permit requirement (e.g., ZC*)
	M	MM	MU-LI	MU-R	
Business Support Services	NP	NP	AUP [6]	AUP [3]	
Banks and Financial Services, Retail	NP	NP	–	NP	
Insurance Agents, Title Companies, Real Estate Agents, Travel Agents	NP	NP	–	–	
Medical Practitioners	NP	NP	NP	AUP [3]	
Non-Chartered Financial Institutions	NP	NP	–	–	
Office, Business and Professional	NP	ZC* [4]	AUP [4]	AUP [3]	Error! Reference source not found..B.2
Food and Alcohol Service, Lodging, Entertainment, and Assembly Uses					
Adult-oriented Business	-	-	NP	NP	
Amusement Device Arcade	NP	NP	–	NP	
Bar/Cocktail Lounge/Tavern	NP	NP	–	–	
Commercial Recreation Center	NP	NP	–	NP	
Dance/Exercise/Martial Arts/Music Studio	NP	NP	–	UP(PH)	
Entertainment Establishment	NP	NP	–	UP(PH)	
Food Service Establishment	See Error! Reference source not found..E				
Group Class Instruction	NP	NP	–	UP(PH)	
Gym/Health Club	NP	NP	–	NP	
Hotel, Tourist	NP	NP	NP	NP	
Motel, Tourist	NP	NP	NP	NP	
Theater	NP	NP	UP(PH)*	NP	Error! Reference source not found..B.10
Vehicle Service and Sale Uses					
Alternative Fuel Station	AUP [4]	AUP [4]	AUP [4]	AUP	
Gasoline/Vehicle Fuel Station	NP	NP	NP	NP	
Large Vehicle Sales and Rental	–	NP	AUP [4]	NP	
Small Vehicle Sales and Rental	–	NP	NP	NP	
Tire Sales and Service	–	–	–	NP	
Vehicle Parts Store	NP	NP	NP	UP(PH)	
Vehicle Repair and Service	UP(PH)	UP(PH)	UP(PH)	UP(PH)	
Vehicle Rentals	NP	–	–	NP	
Vehicle Sales, New	AUP* [7]	NP	NP	NP	Error! Reference source not found..B.3
Vehicle Sales, Used	AUP* [7]	NP	NP	NP	Error! Reference source not found..B.3
Vehicle Wash	NP	NP	NP	NP	
Vehicle Wrecking	AUP [7]	AUP [4]	AUP* [4]	NP	Error! Reference source not found..B.11
Industrial and Heavy Commercial Uses					
Bus/Cab/Truck/Public Utility Depot	AUP [8]	AUP [8]	AUP* [4]	UP(PH)	Error! Reference source not found..B.4
Commercial Excavation	UP(PH)	UP(PH)	UP(PH)	NP	
Contractors Yard	AUP [7]	AUP [7]	AUP [4]	UP(PH)	

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit -- = Permitted with an AUP, see 23.206.020(B) NP = Not Permitted [#] = Floor Area Permit Requirement * Use-Specific Standards Apply	MANUFACTURING DISTRICTS				Use-Specific Standards Applies to uses with an asterisk following the permit requirement (e.g., ZC*)
	M	MM	MU-LI	MU-R	
Dry Cleaning and Laundry Plant	ZC* [9]	ZC [9]	ZC [1]	UP(PH)	Error! Reference source not found..B.2
Laboratory					
Commercial Physical or Biological	NP	AUP [4]	UP(PH)*	NP	Error! Reference source not found..B.5
Cannabis Testing	NP	AUP [4]	UP(PH)	NP	
Manufacturing					
Construction Products	ZC* [9]	ZC* [9]	UP(PH)*	NP	
Light Manufacturing	ZC* [7]	ZC* [7]	ZC* [1]	AUP* [3]	Error! Reference source not found..B.5
Pesticides/Herbicides/Fertilizers	NP	NP	NP	–	
Petroleum Refining and Products	NP	NP	NP	–	
Pharmaceuticals	AUP [4]	AUP [4]	AUP* [4]	–	Error! Reference source not found..B.7
Primary Production Manufacturing	AUP [4]	AUP [4]	NP	NP	
Semiconductors	UP(PH)	UP(PH)	NP	–	
Material Recovery Enterprise	-	-	UP(PH)	-	
Media Production	ZC [10]	ZC [10]	ZC [10]	AUP [11]	
Mini-storage	NP	NP	NP	NP	
Recycled Materials Processing	ZC* [9]	ZC* [9]	UP(PH)*	–	Error! Reference source not found..H; Error! Reference source not found..B.9
Recycling Redemption Center	AUP [7]	ZC [9]	UP(PH)*	AUP	Error! Reference source not found..B.9
Repair Service, Non-Vehicle	ZC* [9]	ZC* [9]	ZC* [1]	AUP	Error! Reference source not found..G
Research and Development	-	ZC [12]	ZC [12]	–	
Services to Buildings and Dwellings	AUP	AUP	AUP	AUP	
Warehouse	ZC [9]	ZC [9]	ZC [1]	UP(PH)	
Warehouse-Based Non-Store Retailer	ZC [9]	ZC [9]	ZC [1]	–	
Wholesale Trade	ZC [9]	ZC [9]	ZC* [1]	AUP [3]	Error! Reference source not found..B.13
Incidental Uses					
Amusement Devices	NP	NP	AUP	AUP	
Alcoholic Beverage Service	See Error! Reference source not found.				
Cafeteria, On-Site	ZC [2]	AUP [2]	ZC [2]	AUP	
Child Care Center	NP	NP	See Error! Reference source not found..B		
Columbaria	–	–	–	–	
Food and Beverage for Immediate Consumption	–	AUP [2]	–	–	
Food Service Establishment	AUP [2]	-	AUP [2]	AUP	
Home Occupations	NP	NP	NP	See Error! Reference source not found.	

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit -- = Permitted with an AUP, see 23.206.020(B) NP = Not Permitted [#] = Floor Area Permit Requirement * Use-Specific Standards Apply	MANUFACTURING DISTRICTS				Use-Specific Standards Applies to uses with an asterisk following the permit requirement (e.g., ZC*)
	M	MM	MU-LI	MU-R	
Live Entertainment	NP	NP	UP(PH)*	UP(PH)*	Error! Reference source not found..D
Retail Sales of Goods Manufactured On-Site	AUP* [13]	AUP* [14]	AUP* [14]	AUP*	Error! Reference source not found..I
Storage of Goods Manufactured On-Site (>25% gross floor area)	ZC	ZC	ZC	AUP	
Wholesale Activities	ZC	ZC	ZC	AUP	
Other Miscellaneous Uses					
Art/Craft Studio	ZC* [10]	ZC [10]	ZC* [10]	AUP [11]	Error! Reference source not found..A
ATM, Exterior and Attached to Bank	AUP	AUP	-	AUP	
ATM, Interior or Exterior and Not With Bank	AUP	AUP	AUP	AUP	
Circus/Carnival	NP	NP	UP(PH)*	UP(PH)	Error! Reference source not found..D
Drive-in Uses	NP	NP	NP	NP	
Live/Work	NP	NP	See Error! Reference source not found.		
Parking Lot/Structure	See Error! Reference source not found..G				
Public Market, Open Air	-	-	UP(PH)* [15]	-	Error! Reference source not found..B.8
Public Market, Enclosed	-	-	AUP [5]	-	
Short-Term Rental	-	-	-	ZC*	Error! Reference source not found.
Urban Agriculture, Low-Impact	ZC	ZC	ZC	ZC	
Urban Agriculture, High-Impact	AUP	AUP	AUP	AUP	
Notes: [1] Requires an AUP for uses 20,000 sq. ft. to 30,000 square feet. Requires a Use Permit for uses more than 30,000 sq. ft. [2] Not permitted 20,000 sq. ft. or more. [3] Requires a Use Permit if 5,000 sq. ft. or more [4] Requires a Use Permit for uses more than 20,000 sq. ft. [5] Not permitted over 2,000 sq. ft. [6] Not permitted over 3,000 sq. ft. [7] Requires a Use Permit for uses more than 40,000 sq. ft. [8] Requires a Use Permit for uses 20,000 sq. ft. to 40,000 square feet. [9] Requires an AUP for uses 20,000 sq. ft. to 40,000 square feet. Requires a Use Permit for uses more than 40,000 sq. ft. [10] Requires an AUP for uses 10,000 sq. ft. to 20,000 square feet. Requires a Use Permit for uses more than 20,000 sq. ft. [11] Allowed with Zoning Certificate if under 1,000 sq. ft.. Requires Use Permit if over 20,000 sq. ft. [12] Requires an AUP for uses more than 20,000 sq. ft. [13] Not permitted 1,500 sq. ft. or more. [14] Requires a Use Permit for sales area 1,501 to 3,000 sq. ft. Not permitted over 3,000 sq. ft. [15] Requires Use Permit for markets over 5,000 sq. ft.					

Section 10. That Berkeley Municipal Code Section 23.302.040.A is hereby amended to read as follows:

23.302.040 – Home Occupations

A. Definitions.

1. ~~**Home Occupation.** A home occupation is a business use conducted on property developed with Residential use, which is incidental and secondary to the residential use, does not change the residential character of the residential use, is limited so as not to substantially reduce the residential use of the legally established dwelling, accessory dwelling unit, accessory building, or group living accommodation room and is operated only by the residents of the subject residence. There are three classifications of Home Occupations. For the purposes of this section, a “customer” is considered a single paying customer, but may include more than one person receiving the services at the same time:

 - a. ~~**Class I Home Occupations.** A Class I home occupation involves no more than five customer visits per day, with no more than four persons receiving services at a time. This class does not allow shipping of goods directly from the subject residence.~~
 - b. ~~**Class II Home Occupations.** A Class II home occupation involves no more than ten customer visits per day, with no more than four persons receiving services at a time and no more than one non-resident engaging in business-related activities on-site. This class does not allow shipping of goods directly from the subject residence.~~
 - c. ~~**Class III Home Occupation.** A Class III home occupation involves one or both of the following:

 - i. ~~More than ten customer visits per day, with no more than four persons receiving services at a time and no more than one non-resident engaging in business-related activities on-site.~~
 - ii. ~~Shipping of goods directly from the subject residence regardless of the number of customer visits per day.~~~~~~

2.1. Permits Required. Table 23.302-1 shows permits required for home occupations.

TABLE ERROR! NO TEXT OF SPECIFIED STYLE IN DOCUMENT.-1: PERMIT REQUIREMENTS FOR HOME OCCUPATIONS

HOME OCCUPATION	PERMIT REQUIRED
Class I	ZC
Class II	AUP
In the Hillside Overlay	Not Permitted
ES-R District	Not Permitted
Class III	
All Commercial Districts and MU-R District	UP (PH)

All other Districts, and in the Hillside Overlay	Not Permitted
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3.2. Additional Findings -- Class II and Class III Home Occupations. To approve an AUP for a Class II home occupation or a Use Permit for a Class III home occupation, the Zoning Officer or the ZAB must make the permit findings in Section **Error! Reference source not found.** (Specific Permit Requirements) and find that, based on the circumstances of the specific use and property:

- a. The degree of customer visits will not cause a significant detrimental impact on the availability of parking spaces in the immediate vicinity of the home occupation; and
- b. The degree of shipping and delivery activity to and from the subject residence will be compatible with surrounding residential uses and will not cause a significant detrimental impact on pedestrian and bicyclist safety or the availability of parking spaces in the immediate vicinity of the home occupation; and
- c. If the proposed home occupation will require a loading space on a regular basis, such loading space will be available on the subject property or the use of an on-street loading space will not cause a significant detrimental impact on pedestrian and bicyclist safety or the availability of parking spaces in the immediate vicinity of the home occupation; and
- d. The degree of customer visits and shipping and delivery activities shall not cause a detrimental impact to public safety, as determined by the Fire Marshall.

Section 11. That Berkeley Municipal Code Section 23.304.060 is amended to read as follows:

23.304.060 – Accessory Buildings and Enclosed Accessory Structures

- A. **Applicability.** This section applies to accessory buildings and enclosed accessory structures as defined in **Error! Reference source not found.** (Glossary). See Section **Error! Reference source not found.** (Unenclosed Accessory Structures in Residential Districts) and Section **Error! Reference source not found.** (Fences) and for requirements that apply to other unenclosed accessory structures and fences.
- B. **All Districts.**
 1. **Attached or Close to Main Building.** An accessory building or enclosed accessory structure, other than a subterranean structure, that is attached to or within 3 feet of a wall of a main building, is considered a part of the main building for the purposes of setback requirements.

2. **Demolition.** See **Error! Reference source not found..C** (Accessory Buildings) and **Error! Reference source not found..B** (Accessory Buildings) for permits required to demolish accessory buildings.

C. Residential Districts.

1. **Permits Required.** Table 23.304-2 shows permits required for accessory buildings and accessory structures in Residential Districts.

TABLE ERROR! NO TEXT OF SPECIFIED STYLE IN DOCUMENT.-2: PERMIT REQUIREMENTS FOR ACCESSORY BUILDINGS AND ENCLOSED ACCESSORY STRUCTURES

District Location and Building/Structure Type	Permit Required
All Residential Districts Except ES-R	
New accessory buildings	AUP
Alterations to existing accessory buildings	ZC
Enclosed accessory structures on a lot with a main building	ZC
Enclosed accessory structures on a vacant lot without a main building	AUP
Horse stables	AUP [1]
Accessory buildings and structures with Urban Agriculture	ZC
ES-R District	
Under 100 sq. ft.	ZC
100 sq. ft. or more	UP(PH)
On a vacant lot without a main building	UP(PH)
Notes:	
[1] Horse stables are not permitted in the R-S and R-SMU districts	

2. Development and Use Standards.

- a. **Development Standards.** Table 23.304-3 shows development standards for accessory buildings and enclosed accessory structures in Residential Districts.

TABLE ERROR! NO TEXT OF SPECIFIED STYLE IN DOCUMENT.-3: ACCESSORY BUILDING AND ENCLOSED ACCESSORY STRUCTURE STANDARDS IN RESIDENTIAL DISTRICTS

Building/Structure Feature	Standards
Average Height, Maximum	
Less than 4 ft. from lot line	10 ft.

4 ft. to less than 10 ft. from lot line	12 ft.
10 ft. or more from lot line	24 ft.
Setbacks, Minimum	
Front of Interior Lot	50% of lot dept
Front of Through Lot	25% of lot dept
Front of Corner Lot	The setback existing or required on the adjacent lot, whichever is smaller, <u>and</u> the existing setback of main building on the lot
Street Side, Corner Lot	The existing setback of main building on the lot
Interior Side	4 ft. for building/structures within 75 feet of front lot line; as required by Berkeley Building Code for buildings/structures 75 feet or more from front lot line
Edge of Alley	5 ft.
Building Length [1]	24 ft.
Notes:	
[1] Applies to building walls generally parallel to a side lot line.	

b. Deviation from Standards.

- i.* In all Residential Districts except for the ES-R district, the Zoning Officer may approve an AUP to allow an accessory building or enclosed accessory structure to deviate from the standards in Table Error! **No text of specified style in document.**-3. In the ES-R district, deviations require ZAB approval of a Use Permit.
- ii.* To approve the deviation, the review authority must find that the proposed building or structure will not be detrimental to the light, air, privacy, and view of adjacent properties.
- c. Bathroom and Kitchen Facilities.** An accessory building may contain a full bathroom, including handwashing sink, toilet, and tub or shower, as well as cooking facilities, as long as the cooking facilities do not constitute a kitchen.
- d. Rentals.** An accessory building may be rented only as a short-term rental as allowed in Section Error! **Reference source not found.**—Error! **Reference source not found.**.

3. Rebuilding and Replacement.

- a.** Notwithstanding the setback standards in this section and the coverage area standards in Chapter Error! **Reference source not found.**—Error! **Reference source not found.**, an accessory building or enclosed accessory structure may be constructed to replace a pre-existing lawful accessory

building or enclosed accessory structure, if the replacement building or structure is in the same location and has the same or smaller footprint as the previous structure. However, any such replacement structure may not exceed the average height as the previous building or structure; otherwise an AUP is required.

- b. Such replacement buildings and structures are permitted as of right only if an application for a building permit for their construction is submitted at the same time as an application for a building permit for the demolition of the pre-existing building or structure.
- c. The demolition of any accessory building proposed for replacement under this section is subject to Municipal Code Chapter 3.24 (Landmark Preservation Commission

Section 12. That Berkeley Municipal Code Section 23.322.030 Table 23.322-1 is amended to read as follows:

Table 23.322-1 Required Off-Street Parking in Residential Districts

Land Use	Number of Required Off-street Parking Spaces
Residential Uses	
Accessory Dwelling Unit	See Chapter Error! Reference source not found.
Dwellings, including Group Living Accommodations	R-3, R-4, and R-5 Districts (1-9 units): If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per unit. R-3, R-4, and R-5 District (10 or more units): If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per 1,000 sq ft of gross floor area. ES-R: 1 per 1,000 sq ft of gross floor area or one per bedroom, whichever is greater. All Other Districts: If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per unit All Other Locations: None required
Dormitories, Fraternity and Sorority Houses, Rooming & Boarding Houses, Senior Congregate Housing	If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per each 5 residents, plus 1 for manager. All Other Locations: None required.
Rental of Rooms	ES-R: 1 per each roomer or boarder, in addition to any required parking for Dwellings. All Other Districts: If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per each two roomers. All Other Locations: None required
Non-Residential Uses	
All non-residential uses except uses listed below	R-SMU District: 1 per 1,000 sq. ft. All Other Residential Districts: See Error! Reference source not found. .A.2
Community Care Facility	One per two non-resident employees

Land Use	Number of Required Off-street Parking Spaces
Food Service Establishment	1 per 300 sq. ft.
Hospital	R-SMU District: 1 per 1,000 sq. ft. All Other Residential Districts: 1 per each 4 beds plus 1 per each 3 employees
Library	1 per 500 sq. ft. of publicly accessible floor area
Nursing Home	1 per 3 employees
Medical Practitioners	1 per 300 sq. ft.
Non-Medical Offices	R-SMU District: 1 per 1,000 sq. ft. All Other Residential Districts: 1 per 400 sq. ft.
Hotels, Tourist	1 per 3 guest/sleeping rooms or suites plus 1 per 3 employees

Section 13. That Berkeley Municipal Code Section 23.502.020.F is amended to read as follows:

F. “F” Terms.

1. **Facade.** Those portions of a building, including exterior walls, porches, chimneys, balconies, parapets and roof portions, which are visible from a public right-of-way or an adjacent building.
2. **Family.** See Household.
3. **Family Day Care Home.** An establishment providing day care for 14 or fewer children in a dwelling unit as licensed by the California Department of Social Services. A family day care homes must be incidental to a residential use. The day care operator must live in the primary dwelling on the lot.
 - a. **Small Family Day Care Home.** A family day care homes for eight or fewer children, including children who live at the home.
 - b. **Large Family Day Care Home.** A family day care homes for nine to fourteen children, including children who live at the home.
4. **Fence.** A structure made of wood, metal, masonry or other material forming a physical barrier which supports no load other than its own weight, or a hedge, which is designed to delineate, screen or enclose a lot, yard, open space area or other land area.
5. **Firearm/Munitions Businesses.** Any establishment which sells, transfers, leases or offers for sale, transfer or lease any gun, ammunition, munitions, gun powder, bullets, ordnance, or other firearm or firearm parts or supplies.
6. **Floor Area, Gross.** See **Error! Reference source not found.****Error! Reference source not found.**

7. **Floor Area, Leasable.** See **Error! Reference source not found.****Error! Reference source not found.**
8. **Floor Area Ratio (FAR).** See **Error! Reference source not found.****Error! Reference source not found.**
9. **Food Product Store.** A retail products store selling foods primarily intended to be taken to another location to be prepared and consumed, and the incidental preparation of food or beverages for immediate consumption off the premises.
10. **Food and Beverage for Immediate Consumption.** The sale of food or non-alcoholic beverages for immediate consumption not on the premises.
11. **Food Service Establishments.** An establishment which in whole or in part prepares food or beverages for immediate consumption on or off the premises.
 - a. **Carry Out Food Store:** A store which serves food or non-alcoholic beverages for immediate consumption not on the premises, but usually in the vicinity of the store. This use is usually characterized as an establishment which serves food altered in texture and/or temperature on a customer-demand basis, puts such food in non-sealed packages or edible containers, requires payment for such food before consumption, and provides no seating or other physical accommodations for on- premises dining. Examples of this use include delicatessens and other stores without seating which sell doughnuts, croissants, ice cream, frozen yogurt, cookies, whole pizzas and sandwiches. This use excludes bakeries and food products stores.
 - b. **Quick Service Restaurant:** An establishment which serves food or beverages for immediate consumption either on the premises, or to be taken out for consumption elsewhere. This use is usually characterized as an establishment in which food is cooked on a customer-demand basis, payment is required before consumption, limited or no able service is provided (no waiters), and seating or other physical accommodations for on- premises customer dining is provided. Examples of this use include establishments selling primarily hamburgers or other hot or cold sandwiches, hot dogs, tacos and burritos, pizza slices, fried chicken, or fish and chips.
 - c. **Full-Service Restaurant:** An establishment which serves food or beverages for immediate consumption primarily on the premises, with only a minor portion, if any, of the food being taken out of the establishment. This use is characterized as an establishment in which food is cooked or prepared on the premises on a customer-demand basis, which requires payment after consumption, and provides seating and tables for on-premises customer dining with table service (waiters).

12. **Fraternity House.** A building used for group living accommodations by an organization recognized by the University of California at Berkeley or other institution of higher learning.
13. **Front Wall.** The wall of the building nearest the front lot line.

Section 14. That Berkeley Municipal Code Section 23.502.020.R is amended to read as follows:

R. "R" Terms.

1. **Rear Main Building.** A main building situated behind another main building existing or proposed on a parcel located in the R-1A district.
2. **Receiving Lot.** See Lot, Receiving.
3. **Recycled Materials Processing.** A facility that receives and processes recyclable materials. Processing means preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.
4. **Recycling Redemption Center.** A facility, use, or structure for the collection of recyclable goods, including beverage containers and newspapers.
5. **Related Equipment.** All equipment necessary for or related to the provision of personal wireless services. Such equipment may include, but is not limited to, cable, conduit and connectors, equipment pads, equipment shelters, cabinets, buildings and access ladders.
6. **Religious Assembly.** A building or space primarily used for an assembly of persons to conduct worship or other religious ceremonies, including, but not limited to, churches, synagogues, temples, mosques or shrines.
7. **Repair Service, Non-Vehicle.** An establishment that provides repair and maintenance services for household appliance, home electronics, office equipment, furniture and other similar items. Excludes vehicle repair.
8. **Research and Development.** An establishment comprised of laboratory or other non-office space, which is engaged in one or more of the following activities: industrial, biological or scientific research; product design; development and testing; and limited manufacturing necessary for the production of prototypes.
9. **Resident.** A person whose primary residence is in Berkeley.
10. **Residential Care Facility.** See Community Care Facility.
11. **Residential Hotel.** See Hotel, Residential.
12. **Residential Addition.** See Addition, Residential.

13. **Residential Districts.** The districts listed under the Residential Districts heading in **Error! Reference source not found.**
14. **Residential Hotel Room.** A room which is:
- a. Used, designed, or intended to be used for sleeping for a period of 14 consecutive days or more;
 - b. Not a complete dwelling unit, as defined in this chapter; and
 - c. Not a Tourist Hotel Room, as defined in this chapter.
15. **Residential Use.** Any legal use of a property as a place of residence, including but not limited to dwelling units, group living accommodations, and residential hotels.
16. **Retail, General.** A retail establishment engaged in the sales of personal, consumer, or household items to the customers who will use such items. This use includes antique stores, art galleries, arts and crafts supply stores, bicycle shops, building materials and garden supplies stores, clothing stores, computer stores, cosmetic/personal care items, department stores, drug paraphernalia stores, drug stores, fabric, textile and sewing supply shops, flower and plant stores, food product stores, furniture stores, garden supply stores, nurseries, gift/novelty shops, household hardware and housewares stores, household electronics/electrical stores, jewelry/watch shops, linen shops includes bedding, musical instruments and materials stores, office supply stores, paint stores, photography equipment supply stores, secondhand stores, sporting goods stores, stationery, cards and paper goods stores toy stores and variety stores. This use excludes video rental stores, service of vehicle parts, ~~nurseries,~~ and firearm/munition sales.
17. **Retaining Wall.** A wall designed to contain and resist the lateral displacement of soil and of which such soil is at a higher elevation on one side of the wall.
18. **Review Authority.** The City official or body responsible for approving or denying a permit application or other form of requested approval under the Zoning Ordinance.
19. **Rooming House.** A building used for residential purposes, other than a hotel, where lodging for 5 or more persons, who are not living as a single household, is provided for compensation, whether direct or indirect. In determining the number of persons lodging in a rooming house, all residents shall be counted, including those acting as manager, landlord, landlady or building superintendent. See also Boarding House.

Section 15: Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134

Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

BASELINE ZONING ORDINANCE CONSENT CHANGES MATRIX

Topic	Description	BZO Location	Existing Location	Rationale for Change
23.102 – Introductory Provisions				
Effective Date	Statement of when the Ordinance becomes effective	23.102.020	NEW	Provide effective date
Authority	States that if state law referenced in Zoning Ordinance is amended, the Zoning Ordinance is deemed amended to reference the amended state law	23.102.030	NEW	Added for clarity
Laws of Other Agencies	Removes statement that uses and structures must comply with regulations and laws of other governmental agencies.	N/A	23B.56.040	It is unnecessary to state that uses and structures must comply with the law. Removed for clarity
Approvals Required	Describes approvals required for land uses and development	23.102.050 D	NEW	Expands on existing Section 23A.12.010 to reflect current practice
Conflict with State or Federal Regulations	Explains how to handle conflicts with State and Fed law	23.102.070	NEW	Consistent with the Supremacy Clause of the United States Constitution and Article XI, Section 5(a) of the California Constitution
Conflicts with Other City Regulations	New language: “Where the Zoning Ordinance conflicts with other ordinances, resolutions, or regulations of the City of Berkeley, the more restrictive controls.”	23.102.070.B	NEW	Clarity needed on how to handle conflicting requirements. The Zoning Ordinance does not supersede other City regulations.

Topic	Description	BZO Location	Existing Location	Rationale for Change
Conflicts with Private Agreements	Adds statement that the City is not responsible for monitoring or enforcing private agreements.	23.102.070.C	NEW	Clarifies City role in neighbor disputes involving private agreements
Pending Applications	Clarifies status of applications submitted during transition from ZO to BZO	23.102.080 C	NEW	Necessary to inform status of applications submitted during transition to BZO
Nonconformities	Defines what is considered nonconforming at the time of BZO adoption	23.102.080 E	NEW	Adds up-front reference to nonconformity chapter alongside other transitional provisions
23.104 – Interpreting the Zoning Ordinance				
Purpose	States purpose of chapter	23.104.010	NEW	BZO standard includes purpose statement for each chapter
Authority	Clarifies existing Zoning Officer authority	23.104.020	NEW see 23B.12.020	More accurately state ZO's authority
Rules of Interpretation	New rules of interpretation relating to: meaning and intent; harmonious construction; lists and examples; references to other regulations, publications, and documents; technical and non-technical terms; terms not defined; public officials and agencies; tenses and plurals. New harmonious construction language replaces existing language: "In case of conflict between any of the provisions of this Ordinance, the most restrictive shall apply."	23.104.030	23A.080.010	Provides for consistent application of rules

Topic	Description	BZO Location	Existing Location	Rationale for Change
Zoning Map	Clarifies intention to follow city limits	23.104.050 A 3	NEW	Greater clarity to resolve uncertainty in zoning district boundaries
23.106 Rules and Measurement				
Chapter Purpose	States chapter purpose	23.106.010	NEW	BZO standard includes purpose statement for each chapter
Building Separation	Defines method of building separation measurement (outer wall to outer wall)	23.106.080 A	NEW	Codifies existing practice and increases clarity
23.108 –Zoning Districts and Map				
Chapter Purpose	States chapter purpose	23.108.010	NEW	BZO standard includes purpose statement for each chapter
C-C and C-U Districts	C-1 zone split into two zones: Corridor Commercial (C-C) and University Avenue Commercial (C-U) district. C-U includes University Avenue Strategic Plan Overlay standards.	23.108.020.A	23A.16.020.A	Simplifies and clarifies C-1 rules inside and outside of University Avenue Strategic Plan area
Purpose of Overlay Zones	Explains purpose of overlay zones	23.108.020.C.1	NEW	Provide definition; explains that Overlay Zone regulations are in addition to regulations of underlying zone (not a replacement)

Topic	Description	BZO Location	Existing Location	Rationale for Change
Applicability of Overlay Zone Standards	<p><u>Existing language:</u> “the height, coverage, parking and usable open space shall comply with the provisions of the underlying district.”</p> <p><u>BZO language:</u> “If the overlay zone applies a standard to a property that conflicts with the underlying district, the overlay zone standard governs. If the overlay zone is silent on a standard in the underlying district, the underlying district standard applies.”</p>	23.108.020.C.3	23A.16.030.C	Corrects statement inconsistent with existing use of overlay zones
23.202 – Residential Districts				
Allowed Land Uses	In Residential Districts, unlisted uses are prohibited	23.202.020.B	NEW	Codifies existing practice, making explicit that if a use is not listed in the Allowed Uses Table for Residential Districts, the use is prohibited.
Open Space for ADUs in R-1 District	Removes requirement for ADUs to include usable open space. All standards for ADUs will be addressed in updated ADU chapter.	Table 23.202-2	23D.16.070.F	Codifies existing practice consistent with Gov’t Code Section 65852.2
23.206 – Manufacturing Districts				
Industrial Performance Standards	Removes statements allowing City Manager to establish industrial performance standards.	23.206.040.F	23E.64.070.E 23E.72.070.E 23E.76.070.E 23E.80.D 23E.84.070.H	Language is unnecessary and implies authorization is required for other similar requirements.

Topic	Description	BZO Location	Existing Location	Rationale for Change
23.302 – Supplemental Use Regulations				
Warehouse Storage for Retail Use	Allows on-site storage of goods as an accessory use to a primary retail use in all districts where retail is permitted	23.302.070.J	NEW	Codifies existing practice of allowing retail establishments to store their goods on-site if retail is permitted.
23.304 – General Development Standards				
Setback Projections – Disabled Access	Allows projections into setbacks to accommodate the disabled with a reasonable accommodations request.	23.304.030.B.4	23D.04.030.A2	Confirm with The Americans with Disabilities Act, and the California Fair Employment and Housing Act
Building Height Projections – Public Buildings in Residential Districts	Deletes “the height limit for schools, buildings for religious assembly use, hospitals and other public buildings shall not exceed the height limit permitted for that district. This is true for all uses.”	23.304.050.A	23D.04.020.A; 23E.04.020.A	Removal of extraneous language. Calling out these uses implies other uses may exceed height limit, which is not true.
Adeline Corridor Plan	States that projects in the Adeline Plan Area are subject to mitigation measures in the Adeline Plan FEIR	23.304.140.D	NEW	Adds Adeline Corridor Plan to list of existing plans

Topic	Description	BZO Location	Existing Location	Rationale for Change
23.310 – Alcohol Beverage Sales and Service				
Chapter Purpose	States purpose of chapter	23.310.010	NEW	BZO standard includes purpose statement for each chapter
23.320 – Cannabis Uses				
Chapter Purpose	States purpose of chapter	23.320.010	NEW	BZO standard includes purpose statement for each chapter
23.324 – Nonconforming Uses, Structures and Buildings				
Chapter Purpose	States purpose of chapter	23.324.010	NEW	BZO standard includes purpose statement for each chapter
23.326 – Demolition and Dwelling Unit Control				
Chapter Purpose	States purpose of chapter	23.326.010	NEW	BZO standard includes purpose statement for each chapter
23.328 – Inclusionary Housing				
Required Inclusionary Units in Avenues Plan Area	Deletes “Except as provided in this chapter” from 23C.12.080E, which conflicts with 23C.12.080B: “Within this area, the provisions of this section superseded any inconsistent provisions of this chapter.”	23.328.070.D.1	23C.12.080.E	Maintain internal consistency
23.402 – Administrative Responsibility				
Chapter Purpose	States purpose of chapter	23.402.010	NEW	BZO standard includes purpose statement for each chapter

Topic	Description	BZO Location	Existing Location	Rationale for Change
Review and Decision-Making Authority	Describes purpose of summary table	23.402.020.A	NEW	Description of table
Review and Decision-Making Authority	Defines authority roles (Recommend, Decision, Appeal)	23.402.020.B	NEW	Explains notation meaning
Planning and Development Department	Defines duties of Planning and Development Department	23.402.030	NEW	Codifies existing role and summarizes responsibilities
Landmarks Preservation Commission	Refers reader to BMC Chapter 3.24 for roles and responsibilities of Landmarks Preservation Commission	23.402.050.B	NEW	Provides clarity on LPC role
ZAB Responsibilities and Powers	Provides that City Council may assign additional responsibilities to ZAB	23.402.070.C.2	NEW	Codifies existing Council authority
City Council	Provides that City Council has authority to take actions related to the Zoning Ordinance consistent with existing law	23.402.090.C	NEW	Codifies existing Council authority
23.404 – Common Permit Requirements				
Purpose and Applicability	States purpose of chapter; clarifies that the chapter applies to all discretionary permits, not just use permits and variances	23.404.010	NEW	BZO standard includes purpose statement for each chapter. Clarifies existing practice
Multiple Permit Applications	Clarifies how applications are handled when they require more than one discretionary permit	23.402.020.F	NEW	Codifies existing practice
Review Timeline	Adds statement that City will abide by Permit Streamlining Act	23.404.030.A.3	NEW	Codifies existing practice. Recognizes

Topic	Description	BZO Location	Existing Location	Rationale for Change
				compliance with state law is required
Project Evaluation and Staff Reports	Describes role of staff in reviewing, analyzing and presenting project applications	23.404.030.D	NEW	Codifies existing practice
CEQA	Add statement that City will review projects for CEQA compliance	23.404.030.E	NEW	Codifies existing practice. Recognizes that compliance with state law is required
Timing of Notice	Permits PC or CC to extend notice periods for applications of major significance	23.404.040.C.3	NEW	Best practice in compliance with Gov't Code Section 65091
Zoning Ordinance Amendment Noticing	Adds notice requirements for Zoning Ordinance Amendments	23.404.040.C.4	NEW	Adds notice requirement for Zoning Ordinance Amendments. New requirement here is the same as for discretionary permits
Additional Notice	Adds "The Zoning Officer, Planning Commission or City Council may require additional public notice as determined necessary or desirable."	23.404.040.C.7	NEW	Codifies existing practice
Public Notice for Design Review	States that there is no requirement to mail or post notices in advance of a Design Review Committee meeting	23.404.040.D.2.b	NEW	Codifies existing practice
Public Hearings	Clarifies that hearings will be conducted consistent with procedures developed by the review authority	23.404.050.A	NEW	Codifies existing practice and recognizes that review authorities are empowered to create their own procedures.

Topic	Description	BZO Location	Existing Location	Rationale for Change
Time and Place of Hearings	Clarifies that meetings will be held at time and place for which notice was given unless there is not a quorum	23.404.050.B	NEW	Codifies legal requirement consistent with Gov't Code Section 65091
CEQA Action	Adds that action on a permit's CEQA determination must be taken before a permit is approved	23.404.050.G	NEW	Codifies CEQA Guidelines Sections 15074 and 15090
Exceptions to Protect Constitutional Rights	Allows the City Council as well as ZAB to make exceptions to protect constitutional rights and clarifies that the exception can be made when acting on any permit and is not tied to a Variance	23.404.050.I	23B.44.050	Best practice. Council needs this ability in addition to ZAB to protect City from legal challenge
Payment for Service	Adds that applicant shall pay for mediation or conflict resolution services	23.040.050.J.7	NEW	Codifies existing practice
Effective Dates	Adds effective dates of Council actions on Zoning Ordinance amendments and legislative matters, and permits, appeals and non-legislative matters. Adds effective dates of actions by the Zoning Officer, Design Review Committee or ZAB	23.404.060.A	NEW	Codifies current practice and legal requirements consistent with Gov't Code Section 65853-65857
Expiration of Permit	Adds that if a permit is not exercised after one year, it will not lapse if the applicant has made a substantial good faith effort to obtain a building permit and begin construction.	23.404.060.C.2. b	23B.56.100.C &D	Best practice
Expiration of Permit	Defines a lapsed permit as "void and of no further force and effect," and that a new permit application must be submitted to establish a use or structure.	23.404.060.C.3	NEW	Provides explicit definition of what a lapsed permit means and makes explicit the

Topic	Description	BZO Location	Existing Location	Rationale for Change
				requirement to reapply.
Permit Revocation - City Council Hearing	Removes requirement for the City Council hearing must occur within 30 days after the ZAB issued its recommendation.	23.404.080.D.2	23B.60.050.B	CC hearing within 30 days of ZAB decision is frequently infeasible. Council can hold hearing “at its discretion.”
23.406 – Specific Permit Requirements				
Variances - Eligibility	<p><u>Existing Language:</u> “The Board may grant Variances to vary or modify the strict application of any of the regulations or provisions of this Ordinance with reference to the use of property, the height of buildings, the yard setbacks of buildings, the percentage of lot coverage, the lot area requirements, or the parking space requirements of this Ordinance.”</p> <p><u>BZO Language:</u> “The ZAB may grant a Variance to allow for deviation from any provision in the Zoning Ordinance related allowed land uses, use-related standards, and development standards.”</p>	23.406.050.B.1	23B.44.010	ZAB should have authority to grant a variance to any use or development-related standard, not just uses, heights, yard setbacks, lot coverage, lot area, or parking
Variances – Not Allowed	Adds: “A Variance may not be granted to allow deviation from a requirement of the General Plan.”	23.406.050.C	N/A	Codifies state law consistent with Gov’t Code Section 65906 .
Design Review – Changes to Approved Projects	Describes features of minor changes to approved projects that may be approved administratively: “A change that does not involve a feature of the project that was: 1) a specific consideration by the review authority in granting the approval; 2) a condition of approval; or 3) a basis for a finding in the project CEQA determination.	23.406.070.N	N/A	Codifies current practice
Reasonable Accommodations – Review Procedure	<u>Existing Language:</u> “If an application under this chapter is filed without any accompanying application for another approval, permit or entitlement under this title or Title 21, it shall be heard and acted upon at the same time and in the	23.406.090.E.1	23B.52.040.B	The Americans with Disabilities Act, and the California Fair

Topic	Description	BZO Location	Existing Location	Rationale for Change
	<p>same manner, and be subject to the same procedures, as the application that would normally be required to modify the provision which is the application seeks to modify, as determined by the Zoning Officer.”</p> <p><u>BZO Language</u>: “For a Reasonable Accommodation application submitted independently from any other planning permit application, the Zoning Officer shall take action within 45 days of receiving the application.”</p>			<p>Employment and Housing Act</p> <p>Existing language requires the application to be reviewed in the same manner as a Variance. This conflicts with state and federal law.</p>
23.410 – Appeals				
Appeals – Remanded Matters	Removes option for prior review authority to reconsider application without a public hearing.	23.410.040.G	23B.32.060.D	Remanded matters require public hearing
23.412 – Zoning Ordinance Amendments				
Zoning Ordinance Amendments – Initiation	Deletes language to allow for amendments initiated without a public hearing.	23.412.020	23A.20.020.C	Existing language conflicts with Gov’t Code Section 65853-65857
Zoning Ordinance Amendments – Planning Commission Hearing	Removes requirement to hold Planning Commission hearing within 30 days of initiation.	23.412.040.A	23A.20.030.A	CC hearing within 30 days of PC decision is frequently infeasible. Council can hold hearing consistent with Public Notice section.
Zoning Ordinance Amendments – Effect of Planning	Deletes language that uses or structures not yet established must conform to Planning Commission recommendation before Council approval, when amendments become effective only after Council adoption.	23.412.040.C	23A.20.050.B	New regulations can only take effect after Council adoption.

Topic	Description	BZO Location	Existing Location	Rationale for Change
Commission Recommendation				
Zoning Ordinance Amendments – City Council Hearing	Removes language requiring the Planning Commission recommendation to be forwarded to the Council within 30 days and consideration by Council within 60 days for Commission decision.	23.412.050.A	23A.20.040	CC hearing within 60 days of PC decision is frequently -infeasible. Council can hold hearing consistent with Public Hearings and Decision section.
Zoning Ordinance Amendments – City Council Action	Removes option for Council to act on amendment without a public hearing.	23.412.050.A	23A.20.060.A &B	Conflicts with Gov't Code Section 65853-65857
Zoning Ordinance Amendments – Effective Date	Removes language about “more restrictive” amendments going into effective immediately upon adoption of ordinance.	23.412.050.C	23A.20.070	Conflicts with Gov't Code Section 65853-65857
Zoning Ordinance Amendments – Findings	Adds findings for Zoning Ordinance amendments	23.412.060	N/A	Best Practice.
23.502 – Glossary				
Defined Terms	Adds definitions to undefined terms in existing Zoning Ordinance	23.502	23F.04	Best practice.



Planning and Development Department
Land Use Planning Division

STAFF REPORT

DATE: March 2, 2022

TO: Members of the Planning Commission

FROM: Justin Horner, Associate Planner

SUBJECT: Public Hearing on Zoning Ordinance Amendments that Address Technical Edits and Corrections to Berkeley Municipal Code (BMC) Title 23 – Package #1

RECOMMENDATION:

Conduct a public hearing to discuss amendments to the following sections of the Berkeley Municipal (BMC) and make a recommendation to City Council.

- BMC Section 23.326.030 (Eliminating Dwelling Units through Demolition)
- BMC Section 23.204.020 (Allowed Land Uses)
- BMC Section 23.204.100 (C-SA Zoning District)
- BMC Section 23.204.110 (C-T Zoning District)
- BMC Section 23.204.130 (C-DMU District)
- BMC Section 23.204.140 (C-W Zoning District)
- BMC Section 23.206 (Manufacturing Districts)
- BMC Section 23.302.040 (Home Occupations)
- BMC Section 23.304.060 (Accessory Buildings and Enclosed Accessory Structures)
- BMC Section 23.322.030 (Required Parking Spaces)
- BMC Section 23.502.020 (Glossary)

BACKGROUND

On October 12, 2021, the City Council passed Ordinance No. 7,787-NS, which repealed the then-existing Title 23 of the Berkeley Municipal Code and zoning maps (“the old Zoning Ordinance”) and adopted a new Title 23 of the Berkeley Municipal Code and zoning maps (“the new Zoning Ordinance”). The new Zoning Ordinance became effective December 1, 2021.

The new Zoning Ordinance was created as a customer service improvement and was limited in scope to changes that reorganized and reformatted Title 23 to make the City’s zoning code easier to understand and administer. Minor “consent changes” were approved by City Council where changes were needed to bring the Ordinance into compliance with State law or to codify zoning interpretations (*Attachment 2*). Other than the “consent changes”, no substantive changes were intended by City Council.

As part of City Council's approval action, staff was directed to regularly return to the City Council with amendments necessary to maintain the integrity of the new Zoning Ordinance. Amendments presented under this direction should be for the purposes of clarifying the new Zoning Ordinance, fixing mistakes in transcription and correcting unintentional errors. Substantive changes in planning policy are not to be included in this set of routine amendments, but should be presented as separate Zoning Ordinance amendments, consistent with BMC Chapter 23.412 (Zoning Ordinance Amendments).

PROPOSED ZONING ORDINANCE AMENDMENTS

Since the new Zoning Ordinance came into effect on December 1, 2021, a number of clean-up amendments have been identified. The project team anticipated technical edits and corrections during the roll-out of the new Zoning Ordinance and was prepared with an efficient process and schedule for addressing these requests. This report is the product of that process and is labeled "Package #1" because we expect a few more of these reports will come before Planning Commission over the course of the next year.

The proposed Zoning Ordinance amendments are presented in two categories. The first category includes nine amendments that require an explanation or justification. These amendments are presented below with information on what was in the old Zoning Ordinance, what is in the new Zoning Ordinance, and why amendments are necessary. The second category includes technical edits such as simple spelling, punctuation or grammatical errors. These amendments are summarized in *Table 1: Text Edits and Other Routine Amendments*.

Category One Zoning Ordinance Amendments

1. BMC Section 23.326.030.A (Eliminating Dwelling Units through Demolition)

Old Zoning Ordinance: Pursuant to Section 23C.08.020.B of the old Zoning Ordinance, demolition of a building constructed prior to June 1980 containing two or more units....

"will not be allowed if the building was removed from the rental market under the Ellis Act during the preceding five (5) years or there have been verified cases of harassment or threatened or actual illegal eviction during the immediately preceding three years."

New Zoning Ordinance: The above provision was not carried over into Section 23.326.030.A of the new Zoning Ordinance, which governs elimination of Buildings with Two or More Units Constructed Before June 1980.

Proposed Amendment: Add the following to [Section 23.326.030.A](#) (Eliminating Dwelling Units through Demolition – Buildings with Two or More Units Constructed Before June 1980). This language is identical to language currently in the new Zoning Ordinance for buildings with a single dwelling unit.

23.326.030.A.2 Limitation.

(a) Demolition is not allowed if:

- i. The building was removed from the rental market under the Ellis Act during the preceding five years; or**

ii. There have been verified cases of harassment or threatened or actual illegal eviction during the immediately preceding three years.

(b) Where allegations of harassment or threatened or actual illegal eviction are in dispute, either party may request a hearing before a Rent Board Hearing Examiner. The Rent Board Hearing Examiner will provide an assessment of the evidence and all available documentation to the ZAB. The ZAB shall determine whether harassment or threatened or actual illegal eviction occurred.

2. BMC Section 23.204.020 (Allowed Land Uses)

Old Zoning Ordinance: Pursuant to Section 23C.22.020 of the old Zoning Ordinance, Short-Term Rentals were only permitted in residential uses in the following zoning districts: R-1, R-1A, R-2, R2A, R-3, R-4, R-5, R-S, R-SMU, C-DMU, C-1, C-NS, C-SA, C-T, C-W, and MU-R.

New Zoning Ordinance: This provision was not accurately carried over into [Table 23.204-1: Allowed Land Uses in the Commercial Districts](#) in the new Zoning Ordinance. Table 23.204-1 does not reflect that Short-Term Rentals are not permitted in the C-E, C-SO and C-AC districts.

Proposed Amendment: Amend [Table 23.204-1: Allowed Uses in Commercial Districts](#) to read:

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit NP = Not Permitted -- = Permitted with AUP, see 23.204.030(B) [#] = Table Note Permit Requirement * Use-Specific Regulations Apply	COMMERCIAL DISTRICTS											USE-SPECIFIC REGULATIONS
	C-C	C-U	C-N	C-E	C-NS	C-SA	C-T	C-SO	C-DMU	C-W	C-AC	
Short-Term Rental	See 23.314			NP	See 23.314			NP	See 23.314		NP	

3. BMC Section 23.204.100 (C-SA Zoning District)

Old Zoning Ordinance: Section 23E.52.060.E of the old Zoning Ordinance includes provisions regulating automobile and motorcycle sales that include outdoor activities in the C-SA district. These regulations apply to a Dealership Overlay Area, which the old Zoning Ordinance describes with text.

New Zoning Ordinance: The new Zoning Ordinance replaced the text description of the C-SA Dealership Overlay Area with a map ([Figure 23.204-2 C-SA Dealership Overlay Area](#)). However, all of the parcels located in the Overlay Area have since been rezoned to C-AC. Therefore, there is no need for the map or the Dealership Overlay. Text changes to the C-SA are necessary to clarify that vehicle sales with outdoor activities

are not permitted anywhere in the C-SA district, and to remove standards related to vehicle sales with outdoor activities. Additional text changes are necessary to replace “automobile and motorcycle” with “vehicle,” to be consistent with usage throughout the new Zoning Ordinance and the terms in the Glossary.

Proposed Amendment: Amend [Section 23.204.100.B.5](#) to read:

5. ~~Automobile/Motorcycle~~ Vehicle Sales.
 - a. **Applicability.**
 - i. In the C-SA district, small vehicle service is not permitted. Small vehicle sales that are exclusively indoor operations are permitted with a Zoning Certificate. Otherwise, a Use Permit is required.
 - ii. All new or relocated ~~automobile or motorcycle~~ vehicle sales in the C-SA district shall comply with the requirements of this subsection.
 - iii. Expansions or modifications of existing ~~automobile or motorcycle~~ vehicle sales are:
 1. Encouraged to comply with standards in Paragraph c (Standards) below where feasible; and
 2. Shall not increase or exacerbate a non-conformity with these standards.
 - b. ~~Where Allowed Sales with Outdoor Activities.~~ Where Allowed Sales with Outdoor Activities. New or relocated ~~automobile or motorcycle~~ vehicle sales uses with outdoor activities, including but not limited to storage and display of vehicle inventory, ~~are limited to the Dealership Overlay Area as shown in Figure 23.204-2: C-SA Dealership Overlay Area. are not permitted.~~ are not permitted. Vehicle sales uses must be exclusively indoor operations.

[delete Figure 23.204-2: C-SA Dealership Overlay Area]
 - c. **Standards.**
 - ~~i. **Street Frontage.** Outdoor vehicle display is permitted only along Shattuck Avenue and Adeline Street and is limited to 30 percent of the lot frontage on these streets.~~
 - ~~ii. **Area for Outdoor Uses.** A maximum of 40 percent of the lot area may be used for outdoor uses, including but not limited to vehicle display and storage. Adequate landscaping and/or fencing shall be used to filter the view of outdoor uses from the adjacent right-of-way and abutting properties, with the exception of outdoor vehicle display;~~
 - i. **Service Entries.** Vehicle and repair service entries may not exceed 20 percent of the primary lot frontage, no entrance may exceed a width of 20 feet. The primary street frontage is the frontage towards which the primary building entrance is oriented.

- ii. Transparency.** At least 60 percent of any new building shall be within 10 feet of the right-of-way along the primary street frontage and 60 percent of the street-facing facade shall be comprised of clear glass.
- iii. Repair Activities.** All vehicle repair activities shall be conducted indoors.
- iv. Noise.** All noise-generating equipment and activities, such as vehicle repair, shall be shielded by noise-attenuating materials. Outdoor amplification is not permitted.
- v. Lighting.** Exterior light standards and fixtures shall not be taller than 20 feet, shall achieve uniform light coverage and minimize glare, shall use light cutoffs to control light spillover onto adjacent properties and urban sky glow, and shall use low energy light fixtures consistent with the City’s goals for energy efficiency.
- vi. Vehicle Storage.** No vehicles shall be stored in the public right-of-way.

4. BMC Section 23.204.100 (C-SA Zoning District)

Old Zoning Ordinance: Section 23E.52.070.B of the old Zoning Ordinance includes provisions regulating maximum heights for Main Buildings in the C-SA. Maximum height limits vary in the C-SA depending upon the location of properties in three subareas within the district.

New Zoning Ordinance: [Section 23.204.100.D](#) of the new Zoning Ordinance includes development standards for the C-SA district. These development standards include maximum heights, which are detailed in Table 23.204-28 C-SA Maximum Building Heights and a map, Figure 23.204-3 C-SA Building Height Subareas.

Both the Table and the Figure refer to parcels that have since been rezoned to C-AC. Therefore, the map, Figure 23.204-3 C-SA Building Height Subareas, must be amended to exclude those parcels that are no longer in the C-SA district. The amended map has no parcels in Subarea 2. The map’s legend requires a change to reflect that.

Similarly, [Table 23.204-28 C-SA Maximum Building Heights](#) must be amended to remove Subarea 2 and renumber the remaining height subareas.

Proposed Amendment: Amend [Table 23.204-28: C-SA Maximum Building Heights](#) to read:

Building Land Use	Maximum Height		
	Subarea 1	Subarea 2	Subarea 2 3
Non-Residential Uses	36 ft and 3 stories	24 ft and 2 stories	24 ft and 2 stories
Mixed Use and Residential Only	60 ft and 5 stories [1]	50 feet and 4 stories [1]	36 ft and 3 stories [1]
[1] In mixed-use buildings, the third story and above must be used for residential purposes entirely.			

The amended map, Figure 23.204-3 C-SA Building Height Subareas is included as *Attachment 4*.

5. BMC Section 23.204.110 (C-T Zoning District)

Old Zoning Ordinance: Pursuant to Section 23E.56.070 of the old Zoning Ordinance, the Zoning Adjustments Board may approve a Use Permit for a project located in the C-T district, north of Dwight Avenue, to increase a project’s maximum height to 75 feet if at least 50% of the total building floor area is for residential use. The old Zoning Ordinance did not include a maximum number of stories for such a project.

New Zoning Ordinance: In the new Zoning Ordinance, [Table 23.204-33: C-T Allowed Heights and FAR Increases](#) includes a maximum height of “75 ft and 6 stories” for a project located North of Dwight Way, adding the stories limitation where none previously existed.

Proposed Amendment: Amend [Table 23.204-33: C-T Allowed Heights and FAR Increases](#) to read:

Project Location	Allowed Increase	
	Height	FAR
South of Dwight Way	65 ft. and 5 stories	No increase allowed
North of Dwight Way	75 ft. and 6 stories	6.0

6. BMC Section 23.204.130 (C-DMU District)

Old Zoning Ordinance: Section 23E.68.070.C of the old Zoning Ordinance sets forth minimum setbacks for projects in the C-DMU district. Setback requirements are included for a property’s Front Lot Line, Interior Side Lot Line and Rear Lot Line. There are no additional setback requirements for a property’s “street side” lot line.

New Zoning Ordinance: [Table 23.204-39: C-DMU Setback Standards](#) of the new Zoning Ordinance includes setback requirements for a property’s street side lot line that are equivalent for those on a property’s front lot line.

Proposed Amendment: Amend the column headings of [Table 23.204-39: C-DMU Setback Standards](#) to read:

Portion of Building at Height of:	Front or Street Side	Minimum Interior Side		Minimum Rear
		65’ and less from lot frontage	Over 65’ from lot frontage	

7. BMC Section 23.204.140 (C-W Zoning District)

Old Zoning Ordinance: Table 23E.64.030 of the old Zoning Ordinance permits Group Living Accommodations in the C-W District with a Use Permit. Although Section 23.64 does include development standards, it includes no minimum lot area requirement per Group Living Accommodation Resident.

New Zoning Ordinance: [Table 23.204-42: C-W Development Standards](#) in the new Zoning Ordinance includes a minimum lot area requirement per Group Living Accommodation Resident of 350 square feet.

Proposed Amendment: Amend the Lot Area Minimum section of [Table 23.204-42: C-W Development Standards](#) to read:

Basic Standards		Supplemental Standards
Lot Area Minimum		23.304.020 --Lot Requirements
New Lots	No minimum	
Per Group Living Accommodation Resident	350-sq.-ft. No minimum	

8. BMC Section.206.020 (Manufacturing Districts)

Old Zoning Ordinance: Table 23E.72.030 of the old Zoning Ordinance indicates that all residential uses are Prohibited in the M district. Accessory Dwelling Units are residential uses.

New Zoning Ordinance: [Table 23.206-1 Allowed Land Uses in Manufacturing Districts](#) in the new Zoning Ordinance indicates that Accessory Dwelling Units are Permitted in the M district.

Proposed Amendment: Amend [Table 23.206-1 Allowed Land Uses in Manufacturing Districts](#) to read:

ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit -- = Permitted with an AUP, see 23.206.020(B) NP = Not Permitted [#] = Floor Area Permit Requirement * Use-Specific Standards Apply	MANUFACTURING DISTRICTS				Use-Specific Standards Applies to uses with an asterisk following the permit requirement (e.g., ZC*)
	M	MM	MU-LI	MU-R	
Residential Uses					
Accessory Dwelling Unit	NP	NP	NP	See 23.306	

9. BMC Section 23.322.030 (Required Parking Spaces)

Old Zoning Ordinance: Section 23D.24.080 of the old Zoning Ordinance included required off-street parking for projects located in the ES-R (Environmental Safety-Residential) district.

New Zoning Ordinance: [Table 23.322-1 Required Off-Street Parking in Residential Districts](#) does not include the off-street parking requirements for projects in the ES-R district.

Proposed Amendment: Amend [Table 23.322-1 Required Off-Street Parking in Residential Districts](#) to read:

Land Use	Number of Required Off-street Parking Spaces
Residential Uses	
Accessory Dwelling Unit	See Chapter 23.306
Dwellings, including Group Living Accommodations	R-3, R-4, and R-5 Districts (1-9 units): If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per unit. R-3, R-4, and R-5 District (10 or more units): If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per 1,000 sq ft of gross floor area. ES-R: 1 per 1,000 sq ft of gross floor area or one per bedroom, whichever is greater. All Other Districts: If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per unit All Other Locations: None required
Dormitories, Fraternity and Sorority Houses, Rooming & Boarding Houses, Senior Congregate Housing	If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per each 5 residents, plus 1 for manager. All Other Locations: None required.
Rental of Rooms	ES-R: 1 per each roomer or boarder, in addition to any required parking for Dwellings. All Other Districts: If located on a roadway less than 26 feet in width in the Hillside Overlay: 1 per each two roomers. All Other Locations: None required
Non-Residential Uses	
All non-residential uses except uses listed below	R-SMU District: 1 per 1,000 sq. ft. All Other Residential Districts: See 23.322.030.A.2
Community Care Facility	One per two non-resident employees
Food Service Establishment	1 per 300 sq. ft.
Hospital	R-SMU District: 1 per 1,000 sq. ft. All Other Residential Districts: 1 per each 4 beds plus 1 per each 3 employees
Library	1 per 500 sq. ft. of publicly accessible floor area
Nursing Home	1 per 3 employees
Medical Practitioners	1 per 300 sq. ft.

Land Use	Number of Required Off-street Parking Spaces
Non-Medical Offices	<u>R-SMU District</u> : 1 per 1,000 sq. ft. <u>All Other Residential Districts</u> : 1 per 400 sq. ft.
Hotels, Tourist	1 per 3 guest/sleeping rooms or suites plus 1 per 3 employees

10. BMC Section 23.502.020 (Glossary)

Old Zoning Ordinance: Section 23F.04 of the old Zoning Ordinance consisted of definitions of terms used in the old Zoning Ordinance, similar to the Glossary that is now Section 23.502.020 of the new Zoning Ordinance.

Section 23F.04 of the old Zoning Ordinance included a definition of Retail Products Store, which included a list of examples of types of Retail Products Stores. One type of Retail Product Store, “Flower and Plant Stores” included a note that this type “excludes nurseries.” Nurseries were instead captured under another Retail Product Store type, “Garden Supply Stores, Nurseries.”

New Zoning Ordinance: Section 23.502.020.R of the new Zoning Ordinance includes a new definition, “Retail, General,” which was compiled from the list of Retail Product Store types from the old Zoning Ordinance, but which eliminated some of the subtypes of retail stores. The definition of Retail, General in the new Zoning Ordinance correctly includes nurseries. However, the definition also mistakenly excludes nurseries in its last sentence, as the exclusion of nurseries from one *type* of Retail Produce Store in the old Zoning Ordinance was inadvertently carried as an exclusion from the *entire* Retail, General definition in the new Zoning Ordinance.

Proposed Amendment: Amend the definition of Retail, General in Section 23.502.020.R to read:

Retail, General. A retail establishment engaged in the sales of personal, consumer, or household items to the customers who will use such items. This use includes antique stores, art galleries, arts and crafts supply stores, bicycle shops, building materials and garden supplies stores, clothing stores, computer stores, cosmetic/personal care items, department stores, drug paraphernalia stores, drug stores, fabric, textile and sewing supply shops, flower and plant stores, food product stores, furniture stores, garden supply stores, nurseries, gift/novelty shops, household hardware and housewares stores, household electronics/electrical stores, jewelry/watch shops, linen shops includes bedding, musical instruments and materials stores, office supply stores, paint stores, photography equipment supply stores, secondhand stores, sporting goods stores, stationery, cards and paper goods stores toy stores and variety stores. This use excludes video rental stores, service of vehicle parts, ~~nurseries~~, and firearm/munition sales.

Category Two Zoning Ordinance Amendments

The following table includes minor text edits, along with a rationale for each edit.

Table 1: Text Edits and Other Routine Amendments

Zoning Ordinance Section	Proposed Amendment	Rationale
23.204.020 Table 23.204-1 (Allowed Uses in the Commercial Districts)	ZC = Zoning Certificate AUP = Administrative Use Permit UP(PH) = Use Permit NP = Not Permitted -- = Permitted with AUP, see 23.204. 030 020(B) [#] = Table Note Permit Requirement * Use-Specific Regulations Apply	Correcting an inaccurate internal reference
23.302.040.A (Home Occupations – Definitions)	Remove entire section	Glossary already contains exact same definition language. Stating it twice raises the opportunity for discrepancies in future updates. One location for definitions is best practice.
23.304.060.C.2 (Accessory Buildings and Enclosed Accessory Structures)	2-3 . Rebuilding and Replacement	Section misnumbered
23.502.020.F.3.A (Glossary: Family Day Care Home)	(a) <i>Small Family Day Care Home</i> . A family day care home s for eight or fewer children, including children who live at the home.	Grammatical correction
23.502.020.F.3.B (Glossary: Family Day Care Home)	(b) <i>Large Family Day Care Home</i> . A family day care home s for nine to fourteen children, including children who live at the home.	Grammatical correction

NEXT STEPS

Staff recommends that the Planning Commission hold a public hearing, receive public testimony, and recommend to City Council adoption of the proposed Zoning Ordinance amendments.

ATTACHMENTS

1. Ordinance – Zoning Ordinance Amendments
2. Consent Changes Matrix
3. Public Hearing Notice
4. Amended Figure 23.204-3 C-SA Building Height Subareas

**NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL**

Zoning Ordinance Amendments that Address Technical Edits and Corrections to the Berkeley Municipal Code Sections 23.326.030 (Eliminating Dwelling Units through Demolition); 23.204.020 (Allowed Land Uses); 23.204.100 (C-SA Zoning District); 23.204.110 (C-T Zoning District); 23.204.130 (C-DMU District); 23.204.140 (C-W Zoning District); 23.206 (Manufacturing Districts); 23.302.040 (Home Occupations); 23.304.060 (Accessory Buildings and Enclosed Accessory Structures); 23.322.030 (Required Parking Spaces); 23.502.020 (Glossary)

The Department of Planning and Development is proposing amendments to the Zoning Ordinance. On October 12, 2021, the City Council passed Ordinance No. 7,787-NS, which repealed the then-existing Title 23 of the Berkeley Municipal Code and zoning maps (“the old Zoning Ordinance”) and adopted a new Title 23 of the Berkeley Municipal Code and zoning maps (“the new Zoning Ordinance”). The new Zoning Ordinance became effective December 1, 2021.

As part of City Council’s approval action, staff was directed to regularly return to City Council with any required amendments to the new Zoning Ordinance to aid in clarity, fix mistakes in transcription, or correct unintentional errors discovered as part of the transition from the old to the new Zoning Ordinance. The public hearing will consider a set of amendments to the new Zoning Ordinance that address these errors. No substantive changes to planning policy are included in this set of amendments.

The hearing will be held on, **Tuesday, April 26, 2022 at 6:00 PM**. The hearing will be held via videoconference pursuant to Government Code Section 54953(e) and the state declared emergency.

A copy of the agenda material for this hearing will be available on the City’s website at www.CityofBerkeley.info as of **April 14, 2022**. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology.**

For further information, please contact Justin Horner, Associate Planner, at 510-981-7476.

Written comments should be mailed directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, or emailed to council@cityofberkeley.info in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley City Council are public record and will become part of the City’s electronic records, which are accessible through the City’s website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact

information to be made public, you may deliver communications via U.S. Postal Service. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk at 981-6900 or clerk@cityofberkeley.info for further information.

Published: April 15, 2022 per California Government Code Sections 65856(a) and 65090.

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I hereby certify that the Notice for this Public Hearing of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on April 14, 2022.

\_\_\_\_\_  
Mark Numainville, City Clerk





Office of the City Manager

PUBLIC HEARING

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Lisa Warhuus, Director, Health, Housing, and Community Services

Subject: Submission of the Program Year 2022 (FY 2023) Annual Action Plan  
Containing Allocations of Federal Funds

RECOMMENDATION

Conduct a public hearing on the federal Program Year (PY) 2022<sup>1</sup> Annual Action Plan (AAP) for federal Housing and Urban Development Department (HUD) funds, including the allocation of federal funding for community agencies and, upon conclusion, adopt a Resolution:

1. Approving proposed funding allocations under the PY 2022 Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnerships Program (HOME);
2. Authorizing the execution of resultant agreements and amendments with community agencies for the above-mentioned funds;
3. Allocating 10% for HOME program administration, up to 5% to support Community Housing Development Organization (CHDO) operations, and the remaining (approximately 85%) of the PY 2022 HOME funds to the Housing Trust Fund;
4. Allocating 20% of the PY 2022 CDBG funds to Planning and Administration, up to 17.83% for public services, and the remaining to be distributed to Housing Services and Public Facility Improvements as outlined in Exhibit A with the Public Facility Improvements being a flexible line item should the HUD allocation, program income, or earlier unused funds, be more or less than estimated;
5. Allocating \$377,404 of the PY 2022 CDBG Public Facility Improvements program funding to the Fred Finch Youth Center Turning Point Facility, and an additional 10% for contingencies, for a total of \$415,144, as long as the HUD allocation and/or program income and earlier unexpended funds result in at least \$100,000 in additional funding for the facility Notice of Funding Availability (NOFA);

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<sup>1</sup>PY 2022 funding which is made available to the City of Berkeley in July 2022 coincides with the City's Fiscal Year 2023.

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6. Allocating the allowable 7.5% of the PY 2022 ESG to Administration, \$6,676 to the HMIS system, up to the allowable 60% to emergency shelter/street outreach, and the remaining amount to Rapid Rehousing as outlined in Exhibit A;
7. Authorizing staff to finalize the PY 2022 Annual Action Plan for submission to the U.S. Department of Housing and Urban Development, including the planned expenditures of HUD funds, required HUD application forms and certifications, and all other HUD-required information; and
8. Authorizing the City Manager to execute and submit all documents necessary to receive the City's entitlement grants under the CDBG, ESG, and HOME Programs.

### SUMMARY

As detailed in Attachment 1, Exhibit A, the Health, Housing and Community Services Department (HHCS), recommends allocating \$3,172,368 (anticipated) in CDBG funds; \$1,476,057 of which would be used for housing services activities, \$453,921 for public services and \$657,916 for the Public Facility Improvements program, which is currently operating on a rolling application basis as funds are available. HHCS also recommends allocating \$233,523 (anticipated) in ESG funds to be used to support people who are literally homeless; and \$774,813 (anticipated) in HOME funds, \$667,332 of which would be allocated to the Housing Trust Fund.

This report also includes authorization for the required submission of the Annual Action Plan (Attachment 2), which details the City's plans for implementing the CDBG, HOME, and ESG programs in federal PY 2022, which corresponds to the City's FY 2023 fiscal year.

### FISCAL IMPACTS OF RECOMMENDATION

Approval of the PY 2022 AAP does not have an impact on the General Fund as it is solely committing the City's entitlement grant allocations under the Federal Department of Housing and Urban Development's CDBG, HOME, and ESG programs. General funds, including required leveraged funds for HUD programs, are awarded separately.

Since the Federal funding allocations for PY 2022 (FY23) have not been finalized, all of the award amounts in this report are estimates. Additionally, periodic program income payments from both HOME and CDBG funded activities are received through the end of the current fiscal year. If adjustments are needed due to an increase or decrease in the annual entitlement allocations, program income, or earlier unused funds, those adjustments will be allocated to the Public Facility Improvements program for CDBG, the Housing Trust Fund program for HOME, and up to the regulatory percent caps for administration of the funds.

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## CDBG

Staff is projecting receipt of \$250,000 PY 2021 (FY 2022) program income from CDBG-funded activities such as loan repayments, and also anticipates the availability of \$250,000 in unallocated funds from prior years. These amounts, combined with the anticipated \$2,672,368 HUD award of CDBG funds, will give the City a total of \$3,172,368 (anticipated) in CDBG funds to allocate for PY 2022.

Staff funding recommendations are summarized below in Table 1, with additional detail provided in the attached Exhibit A. Due to the expenditure caps on administration and public services, the program income and carry forward funds are only available for housing services, community facility projects, and the Housing Trust Fund. If the total CDBG funds available are more or less than the estimated \$3,172,368, the difference will either be added to or subtracted from the amount allocated to the Public Facility Improvements program alongside any adjustment necessary to adhere to the administration and public services caps.

| <b>Table 1: CDBG<br/>PY 2022 (FY 2023)</b> | <b>HUD<br/>Award</b> | <b>Program<br/>Income</b> | <b>Carry<br/>Forward<br/>Funds</b> | <b>Total</b>       |
|--------------------------------------------|----------------------|---------------------------|------------------------------------|--------------------|
| <b>Funds Available (estimated)</b>         | <b>\$2,672,368</b>   | <b>\$250,000</b>          | <b>\$250,000</b>                   | <b>\$3,172,368</b> |
| <b>Proposed Funding Plan</b>               |                      |                           |                                    |                    |
| Housing Services                           | \$1,476,057          |                           |                                    | \$1,476,057        |
| Public Services (17.83% cap)               | \$453,921            |                           |                                    | \$453,921          |
| Public Facility Improvements               | \$157,916            | \$250,000                 | \$250,000                          | \$657,916          |
| Planning and Admin (20% cap)               | \$584,474            |                           |                                    | \$584,474          |
| <b>Total Expenditures</b>                  | <b>\$2,672,368</b>   | <b>\$250,000</b>          | <b>\$250,000</b>                   | <b>\$3,172,368</b> |

## HOME

The City will receive an estimated \$754,813 in HOME funds, plus an additional \$20,000 in HOME program income, for a total of \$774,813 in HOME funds available for PY 2022. Staff funding recommendations are summarized below in Table 2, with additional detail provided in the attached Exhibit A. Should the HOME allocation or program income receipts differ from the estimate, staff recommends that the City continue to utilize up to the maximum possible for administration (10%) and Community Housing Development Organization (CHDO) operations (5%), with the remaining adjustments applied to the Housing Trust Fund program.

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| <b>Table 2: HOME<br/>PY 2022 (FY 2023)</b> | <b>HUD<br/>Award</b> | <b>Program<br/>Income</b> | <b>Total</b>     |
|--------------------------------------------|----------------------|---------------------------|------------------|
| <b>Funds Available<br/>(estimated)</b>     | <b>\$754,813</b>     | <b>\$20,000</b>           | <b>\$774,813</b> |
|                                            |                      |                           |                  |
| <b>Proposed Funding Plan</b>               |                      |                           |                  |
| CHDO Operations                            | \$37,741             |                           | \$37,741         |
| HTF Projects                               | \$490,628            | \$18,000                  | \$510,628        |
| Administration (10%)                       | \$75,481             | \$ 2,000                  | \$75,481         |
| Planning and Admin<br>(20%)                | \$150,963            |                           | \$150,963        |
| <b>Total Expenditures</b>                  | <b>\$754,813</b>     | <b>\$20,000</b>           | <b>\$774,813</b> |

## ESG

The City's estimated ESG entitlement for PY 2022 is \$233,523. Staff funding recommendations are summarized below in Table 3 with additional detail provided in the attached Exhibit A. If HUD adjusts the actual ESG funding, staff recommends utilizing the maximum possible for administration (7.5% of the grant), allocating \$6,676 to Homeless Management Information System (HMIS) support, and using up to 60% for emergency shelter/street outreach; with the remainder going toward rapid rehousing. The same funding proportions will be applied should the amount either increase or decrease

| <b>Table 3: ESG<br/>PY 2022 (FY 2023)</b>      | <b>HUD Award</b> |
|------------------------------------------------|------------------|
| <b>Funds Available (estimated)</b>             | <b>\$233,523</b> |
|                                                |                  |
| <b>Proposed Funding Plan</b>                   |                  |
| Rapid Rehousing                                | \$69,219         |
| Emergency Shelter and Street Outreach<br>(60%) | \$140,114        |
| Homeless Management Information System         | \$6,676          |
| Administration (7.5%)                          | \$17,514         |
| <b>Total Expenditures</b>                      | <b>\$233,523</b> |



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### CURRENT SITUATION AND ITS EFFECTS

The City is required to submit an Annual Action Plan to HUD by May 15 each year in order to receive its annual allocation of CDBG, ESG, and HOME funds. Council has typically allocated the majority of CDBG and ESG funds to community agencies for housing or other public services, and for community facility improvements. The majority of the HOME allocation is usually placed into the City's Housing Trust Fund, consistent with its narrow range of allowable uses. City Council is asked to approve the Annual Action Plan, including allocations of CDBG, ESG, and HOME funds, which must be submitted to HUD by May 15, 2022.

Accepting HUD funds and executing subsequent activities as defined in the Annual Action Plan advance our Strategic Plan Priority goal to create affordable housing and housing support service for our most vulnerable community members.

### BACKGROUND

HUD regulations governing CDBG, ESG, and HOME funds require that the City of Berkeley submit an Annual Action Plan (AAP). HUD provides a template for the AAP which dictates much of the form and content of the document. The PY 2022 Annual Action Plan, covering the period July 1, 2022 through June 30, 2023, describes the City's strategy for achieving the goal of developing and maintaining a viable urban community through the provision of decent housing and a suitable living environment, while expanding economic, health and educational opportunities principally for households with incomes at or below 80% of Area Median Income (see Attachment 2).

The PY 2022 AAP is based on goals contained in the City's Five-Year Consolidated Plan<sup>2</sup> (2020 – 2024), which examines housing needs and establishes funding priorities in the areas of affordable housing and services for a wide range of low-income populations. HUD requires the involvement of the public in the creation of each Annual Action Plan. Berkeley's public participation process began on March 3, 2022 with a public meeting of the Housing Advisory (HAC) and will culminate in the April 26, 2022 public hearing. The HAC's mission includes advising City Council on allocations of CDBG and ESG funding.

The HAC, at its March 3, 2022 meeting, voted unanimously to recommend the City Council adopt the Annual Action Plan (AAP) for Federal Program Year (PY) 2022 including the Community Development Block Grant (CDBG) Public Facility Improvement proposal for the Fred Finch Youth Center application with an extra 10% contingency to the current proposal (M/S/C: Simon-Weisberg/Johnson. Vote - Ayes: Calavita, Fain, Johnson, Lee-Egan, Mendonca, Potter, Sanidad, and Simon-Weisberg. Noes: None. Abstain: None. Absent: Rodriguez.). The vote to include the additional 10% contingency for the Fred Finch Youth Center proposal, would increase the request from \$377,403.95 to \$415,144.

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<sup>2</sup>The Consolidated Plan can be found at <http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=12160>

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HHCS is in favor of the HAC recommendation to add the additional 10% to the Fred Finch Turning Point Facility application, on the condition that the PY 2022 HUD CDBG award, unexpended CDBG funds and/or CDBG generated program income, result in at least \$100,000 in funding available for another Public Facility Improvement project through the NOFA. If there is at least \$100,000 in funding available in funding for another Public Facility Improvement project, after allocating \$415,144 for the Fred Finch Turning Point Facility, then the total amount allocated to CDBG Public Facility Improvement projects would be a minimum of, \$668,052, instead of \$657,916, as is currently projected.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Upon release of the RFP for CDBG, ESG, and HOME funding in FY 2019 (PY 2018), applicants were encouraged to propose projects that met various City-wide goals, such as the Climate Action Plan. Projects funded with CDBG, ESG, and HOME are required to follow state and local regulations, including those related to green building and energy. CDBG funding for community facility projects places a priority on projects that promote energy efficiency and improve accessibility. Single family rehabilitation, including energy efficiency, was a funding priority in the FY 2019 RFP (PY 2018). With these recommendations (Attachment 1), the City will continue funding both City-administered and community agency-administrated programs. Each program funded by HUD funds also undergoes an Environmental Review to understand and mitigate possible environmental impacts.

#### RATIONALE FOR RECOMMENDATION

Submission of the PY 2022 Annual Action Plan is required to continue to receive CDBG, ESG, and HOME funds. The allocations recommended in this report and shown in Attachment 1, Exhibit A, are in keeping with the goals outlined in the City's five-year Consolidated Plan, which Council approved in April 2020. In addition, since the City shifted to a four-year allocation process for community agency funding, the proposed allocations continue to fund these agencies at the same levels for Fiscal Years 2020 through 2023 (PY 2019 – PY 2022).

#### ALTERNATIVE ACTIONS CONSIDERED

The PY 2022 Annual Action Plan includes opportunities for public and Housing Advisory Commission input and comments. Comments are considered throughout the process and are reflected in the report. No other alternative actions are currently being considered.

Failure to approve the PY 2022 Annual Action Plan for submission to HUD by May 15, 2022 could result in delays or loss of this funding.

#### CONTACT PERSON

Rhianna Babka, Community Services Specialist III, HHCS, (510) 981-5410

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**Attachments:**

1: Resolution

    Exhibit A: CDBG/ESG/HOME Allocations Spreadsheet

2: City of Berkeley PY 2022 Final DRAFT Annual Action Plan

3: Public Hearing Notice

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

SUBMISSION OF THE PROGRAM YEAR 2022 ANNUAL ACTION PLAN, INCLUDING ALLOCATIONS OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), EMERGENCY SOLUTIONS GRANT (ESG), AND HOME INVESTMENT PARTNERSHIP GRANT (HOME) FUNDS

WHEREAS, the submission of the Program Year 2022 (PY 2022) Annual Action Plan is a requirement the City must meet in order to receive its allocation of CDBG, ESG and HOME funds, available for the period July 1, 2022 through June 30, 2023 from the federal Department of Housing and Urban Development; and

WHEREAS, on March 3, 2022 the Housing Advisory Commission (HAC) made funding recommendations that City council adopt the PY 2022 Annual Action Plan including the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Programs; and

WHEREAS, on March 3, 2022 the Housing Advisory Commission (HAC), as part of its funding recommendations, recommended that City council accept the Fred Finch Youth Center Public Facility Improvement application for the Turning Point Facility and allocate \$377,404 of the PY 2022 CDBG Public Facility Improvement funding to the project, with up to 10% in additional contingency funding, for a not to exceed total of \$415,144; and

WHEREAS, on April 26, 2022, the City Manager made funding recommendations to City Council on the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Programs as contained in Exhibit A attached to this resolution; and

WHEREAS, the City will continue to use the maximum allowable under all three HUD programs for administration, as well as adhere to other program expenditure caps by category in accordance with HUD regulations; and

WHEREAS, the City has established the following budget codes in FUND\$: CDBG 370-various, ESG: 045-7902-331-1001, HOME: 040-various and General Fund: 010-various and the equivalent budget codes in ERMA: CDBG 128-various, ESG: 311-various, HOME: 310-various and General Fund: 011-various; and

WHEREAS, the City confirms that HUD allocations proposed in this plan supplement and do not supplant any general or other local funds that have already been appropriated or allocated for the same purpose.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that that the City Manager is authorized to:

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1. Execute any resultant agreements and amendments for agencies receiving funding under the CDBG, ESG, or HOME Program in accordance with the proposal approved hereunder. If the federal government does not allocate sufficient funds to cover the allocations attached to this resolution in this year or subsequent years, the City may either terminate the resultant agreements with agencies without any liability occurring to the City. A record copy of said contracts and any amendments are on file in the Office of the City Clerk; and
2. Allocate 20% of the PY 2022 CDBG funds to the Planning and Administration, up to 17.83% for public services, and the remaining to be distributed to Housing Services and Community Facility Improvements as outlined in Exhibit A with the Public Facility Improvements being a flexible line item should the HUD allocation and/or program income and earlier unexpended funds be more or less than anticipated; and
3. Allocate \$377,404 of the PY 2022 CDBG Public Facility Improvement funding to the Fred Finch Youth Center Turning Point Facility, and an additional 10% for contingencies, for a total of \$415,144, shall only be added if the HUD allocation and/or CDBG program income and earlier unexpended CDBG funds result in at least \$100,000 in additional funding to use for another Public Facility Improvement project; and
4. Allocate 10% for HOME program administration, up to 5% to support CHDO operations, and the remaining (approximately 85%) of the PY 2022 HOME funds to the Housing Trust Fund; and
5. Allocate the allowable 7.5% of the PY 2022 ESG to Administration, \$6,676 to the HMIS system, up to the allowable 60% to emergency shelter/street outreach, and the remaining amount to Rapid Rehousing as outlined in Exhibit A, and
6. Finalize the PY 2022 Annual Action Plan, including planned expenditures, adding required HUD application forms and certifications, and including other HUD-required information, submit it to the U.S. Department of Housing and Urban Development (HUD), and execute all documents necessary to receive the City's entitlement grants under the CDBG, ESG and HOME Programs.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute or amend contracts with agencies receiving funding under the CDBG, ESG or HOME Program in accordance with the proposals approved hereunder. A record copy of said contracts and any amendments are on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED that the City Manager is authorized to use the following invoicing/reporting system in contract administration, but maintains the discretion of requiring more frequent invoices and reports from new grantees or in contracts deemed

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to require closer scrutiny, and also maintains the discretion to terminate contracts based on factors outlined in the contract boilerplate, including, but not limited to, the contractor's failure to fulfill obligations:

Fiscal Reports:

- All agencies, regardless of funding level, are required to submit quarterly statements of expense and quarterly requests for advance payment. The final statement of expense for each fiscal year must be accompanied by a copy of the agency's General Ledger and a Statement of Revenues and Expenditures for each program.

Program Reports:

- Agencies funded with non-federal funding: End-of-year narrative summary of accomplishments for the following types of programs, due by July 31: 1) Drop-In and Respite Services only with no intensive case management attached, 2) Meal Programs, and 3) Recreation Services.
- All other agencies with non-federal funding: Two program reports, due by January 31 and July 31;
- Agencies with federal funding (any amount): Four program reports due by October 31, January 31, April 30, and July 31.

BE IT FURTHER RESOLVED that the City Manager is authorized to refuse to execute a contract with any agency that has not provided required contract exhibits and documentation within 90 days of award of funding.

BE IT FURTHER RESOLVED that the City Manager is authorized to recapture any unspent CDBG funds awarded to an agency for a community facility improvement contract, if the funds are not spent by June 30, 2023.

Exhibit

A: CDBG, ESG and HOME Proposed PY 2022 (FY 2023) Proposed Allocations

## PY22 (FY23) CDBG, HOME, ESG Allocations

### Community Development Block Grant (CDBG) Allocations

| REVENUES                    | Award FY22          | Estimated FY23      |
|-----------------------------|---------------------|---------------------|
| CDBG Award                  | \$ 2,726,906        | \$ 2,672,368        |
| Program Income              | \$ 475,755          | \$ 250,000          |
| Earlier Unused Funds        | \$ 503,823          | \$ 250,000          |
| <b>SUBTOTAL CDBG</b>        | <b>\$ 3,706,484</b> | <b>\$ 3,172,368</b> |
| <b>GF Funding Available</b> | <b>\$ 232,229</b>   | <b>\$ 232,229</b>   |

| EXPENDITURES - By Category                  | Proposed Allocations FY22 | Proposed Allocations FY23 |
|---------------------------------------------|---------------------------|---------------------------|
| I. Housing Services                         | \$ 1,476,057              | \$ 1,476,057              |
| II. Public Services (17.83%)                | \$ 453,921                | \$ 453,921                |
| III. Public Facility Improvements           | \$ 1,298,159              | \$ 657,916                |
| IV. Planning & Administration (20%)         | \$ 632,347                | \$ 584,474                |
| <b>Total CDBG Funds Allocated/Requested</b> | <b>\$ 3,860,484</b>       | <b>\$ 3,172,368</b>       |

### CDBG Project Details

| I. CDBG - HOUSING SERVICES PROJECTS                                      | Proposed Allocations FY22 | Proposed Allocations FY23 |
|--------------------------------------------------------------------------|---------------------------|---------------------------|
| <b>CDBG</b>                                                              |                           |                           |
| 1 Center for Independent Living: Residential Access Project for Disabled | \$ 159,660                | \$ 159,660                |
| 2 Habitat for Humanity East Bay - Housing Rehabilitation Grant Program   | \$ 250,000                | \$ 250,000                |
| 3 COB HHCS D: Loan Services                                              | \$ 70,008                 | \$ 70,008                 |
| 4 COB HHCS D: Senior and Disabled Rehab Program                          | \$ 358,048                | \$ 358,048                |
| Rehab Loans                                                              | \$ 150,000                | \$ 150,000                |
| 5 COB HHCS D: Affordable Housing Development and Rehab                   | \$ 488,341                | \$ 488,341                |
| 6 Multi-Family Housing Rehab                                             | \$ -                      | \$ -                      |
| <b>SUBTOTAL Housing Projects -- CDBG</b>                                 | <b>\$ 1,476,057</b>       | <b>\$ 1,476,057</b>       |
| <b>General Fund</b>                                                      |                           |                           |
| 7 Bay Area Community Land Trust (GF)                                     | \$ 5,200                  | \$ 5,200                  |

| II. PUBLIC SERVICES PROJECTS                           | Proposed Allocations FY22 | Proposed Allocations FY23 |
|--------------------------------------------------------|---------------------------|---------------------------|
| <b>CDBG</b>                                            |                           |                           |
| 8 Homeless Services (Berkeley Food & Housing Project)* | \$ 170,502                | \$ 170,502                |
| 9 Homeless Services (Bay Area Community Services)*     | \$ 248,419                | \$ 248,419                |
| 10 EDEN Housing: Fair Housing Services                 | \$ 35,000                 | \$ 35,000                 |
| <b>Total CDBG Public Services</b>                      | <b>\$ 453,921</b>         | <b>\$ 453,921</b>         |
| CDBG Public Services Cap                               | \$ 571,034                | \$ 521,058                |

\* These projects are for CDBG budgeting, but are reviewed by other Commissions whose funding recommendation is reflected here.

**General Fund**

|                                     |                                                          |           |                |           |                |
|-------------------------------------|----------------------------------------------------------|-----------|----------------|-----------|----------------|
| 11                                  | The Bread Project: Culinary Job Readiness Training       | \$        | 57,850         | \$        | 57,850         |
| 12                                  | Inter-City Services: Employment, Education and Training  | \$        | 101,351        | \$        | 101,351        |
| 13                                  | Rising Sun Energy Center: Green Energy Training Services | \$        | 67,828         | \$        | 67,828         |
| <b>Subtotal GF Public Services:</b> |                                                          | <b>\$</b> | <b>227,029</b> | <b>\$</b> | <b>227,029</b> |

**III. CDBG - PUBLIC/COMMUNITY FACILITIES IMPROVEMENTS: Allocations or recommended funding is one-time only.**

|                                                 |                                            |           | <b>Proposed<br/>Allocations FY22</b> |           | <b>Proposed<br/>Allocations FY23</b> |
|-------------------------------------------------|--------------------------------------------|-----------|--------------------------------------|-----------|--------------------------------------|
| 14                                              | Public Facilities                          | \$        | 1,145,251                            | \$        | 505,008                              |
| 14.a.                                           | Fred Finch Turning Point Facility**        |           | N/A                                  | \$        | 377,404                              |
| 14.b.                                           | Funds available for NOFA                   |           | N/A                                  | \$        | 127,604                              |
| 15                                              | COB HHCS D: Public Facilities Improvements | \$        | 152,908                              | \$        | 152,908                              |
| <b>Subtotal Public Facilities Improvements:</b> |                                            | <b>\$</b> | <b>1,298,159</b>                     | <b>\$</b> | <b>657,916</b>                       |

\*\*An additional 10% may be added to the Fred Finch Turning Point Facility as long as the remaining funds for the Public Facility NOFA are at least \$100,000.

**IV. CDBG - PLANNING AND ADMINISTRATION\*\*\***

|                                                 |                                            |           | <b>Proposed<br/>Allocations FY22</b> |           | <b>Proposed<br/>Allocations FY23</b> |
|-------------------------------------------------|--------------------------------------------|-----------|--------------------------------------|-----------|--------------------------------------|
| 16                                              | COB HHCS D: CDBG Planning & Administration | \$        | 632,347                              | \$        | 584,474                              |
| <b>CDBG Planning &amp; Administration TOTAL</b> |                                            | <b>\$</b> | <b>632,347</b>                       | <b>\$</b> | <b>584,474</b>                       |

\*\*\*Set-aside. Planning and Administration is a capped category of CDBG funding. The City of Berkeley City Manager and Housing & Community Services Departments will utilize the maximum amount of funding available under this category.



## HOME Investment Partnership Program (HOME) Allocations

| REVENUES |                                      | Awarded FY22      | Estimated FY23    |
|----------|--------------------------------------|-------------------|-------------------|
|          | <b>HOME Award</b>                    | \$ 754,813        | \$ 754,813        |
|          | Program Income (projected)           | \$ 20,000         | \$ 20,000         |
|          | <b>SUBTOTAL HOME Funds Available</b> | <b>\$ 774,813</b> | <b>\$ 774,813</b> |

| EXPENDITURES |                            | Proposed<br>Allocations FY22 | Proposed<br>Allocations FY23 |
|--------------|----------------------------|------------------------------|------------------------------|
|              | Administration (10%)       | \$ 77,481                    | \$ 77,481                    |
|              | CHDO Operating Funds (5%)  | \$ 30,000                    | \$ 30,000                    |
|              | Available for HTF Projects | \$ 667,332                   | \$ 667,332                   |
|              | <b>Total</b>               | <b>\$ 774,813</b>            | <b>\$ 774,813</b>            |

## Emergency Solutions Grant (ESG) Allocations

| REVENUES |                  | Awarded FY22      | Estimated FY23    |
|----------|------------------|-------------------|-------------------|
|          | <b>ESG Award</b> | <b>\$ 233,523</b> | <b>\$ 233,523</b> |

| EXPENDITURES |                                             | Proposed<br>Allocations FY22 | Proposed<br>Allocations FY23 |
|--------------|---------------------------------------------|------------------------------|------------------------------|
|              | Rapid Rehousing                             | \$ 69,219                    | \$ 69,219                    |
|              | Emergency Shelter and Street Outreach (60%) | \$ 140,114                   | \$ 140,114                   |
|              | Homeless Management Information System      | \$ 6,676                     | \$ 6,676                     |
|              | Administration (7.5%)                       | \$ 17,514                    | \$ 17,514                    |
|              | <b>Total</b>                                | <b>\$ 233,523</b>            | <b>\$ 233,523</b>            |

**CITY OF BERKELEY**  
**ANNUAL ACTION PLAN**  
**FOR HOUSING AND COMMUNITY DEVELOPMENT**

**JULY 1, 2022 – JUNE 30, 2023 (PY 2022)**

**For the U.S. Department of Housing and Urban  
Development**

**San Francisco Field Office of Community Planning  
and Development**

**May, 2022**

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**Attachment 1:** City of Berkeley CDBG, ESG, and HOME Projects – DRAFT ATTACHED

**Attachment 2:** Public Notice and Community Participation Summary – TO BE ATTACHED

**Attachment 3:** City of Berkeley, Emergency Solutions Grant Policies and Procedures Manual with ESG-CV Addendum; Alameda County Priority Home Partnership (PHP), City of Berkeley Emergency Solutions Grant Rapid Rehousing and Prevention Assistance Policies and Procedures Manual; Systemwide

Performance Targets for Rapid Re-Housing Services; and Homeless Solutions in Alameda County, ESG-CV  
STANDARDS AND EXPECTATIONS.– DRAFT ATTACHED

DRAFT

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

This Annual Action Plan is the 3rd Annual Action Plan for the current Consolidated Planning period.

#### 2. Summarize the objectives and outcomes identified in the Plan

The City of Berkeley (COB) has ambitious objectives for spending its federal entitlement grant funding. Berkeley allocates these and other state and local funds to maximize assistance for its low and moderate-income households through:

- Housing acquisition, rehabilitation, repair, and accessibility improvements,
- Assisting homeless adults and families including those with disabilities and other special needs, through emergency shelter, transitional housing, and service-enriched affordable, supportive housing; and
- Funding public facilities improvements to protect and sustain the infrastructure critical to community services and economic vitality in Berkeley.

The COB has long placed a high priority on affordable housing and community services because they reflect important community values. The City now invests more General Fund dollars into related programs than it receives in federal funding for these activities. The City is committed to maintaining high-quality programs for those in need but faces challenges due to uncertainty in future federal funds available. At the same time, CARES Act, American Recovery Program, ESG, HOME, Consolidated Plan, and Annual Action Plan funding and/or requirements have substantially increased. Changing funding and increased administrative burdens impact the City's ability to address all of the many needs identified.

**Approved Allocations.** As summarized in **AP-38** and detailed in **Attachment 1**, the COB plans to allocate \$2,672,368 (anticipated) (HUD award) in Community Development Block Grant (CDBG) funds together with \$250,000 (anticipated) in prior years' carryover and \$250,000 (anticipated) in CDBG program income to fund:

- \$1,476,057 (anticipated) in housing projects and programs;
- \$453,921 (anticipated) in public services;
- \$657,916 (anticipated) for community and public facilities activities; and
- \$584,474 (anticipated) to administer all facets of the City's CDBG program.

The COB will utilize its PY22 ESG allocation of \$233,523 (anticipated) (HUD award) to serve literally homeless people through the City's Pathways STAIR Program (\$209,333 anticipated), support the County-wide Homeless Management Information System, (\$6,676) and support its program planning and administration activities at 7.5% (\$17,514 anticipated). The City takes care in calculating the shelter and outreach do not exceed 60% of our annual ESG grant. For PY22, the City's Pathways STAIR program allocation has been split with \$69,219 (anticipated) allocated to Rapid Re-Housing and \$140,114 (anticipated) allocated to Shelter and Outreach. This is evidenced in Attachment 1.

The COB will utilize its PY22 HOME allocation of \$754,813 (anticipated) (HUD award) and \$20,000 (projected) in program income for program administration at 10% (\$77,481 anticipated) including projected program income), Community Housing Development Organization (CHDO) operations (\$30,000 anticipated) and will allocate the remaining balance to its Housing Trust Fund (\$667,332 anticipated).

### **3. Evaluation of past performance**

The City reviews and evaluates its performance through its annual submission of the Consolidated Annual Performance and Evaluation Report. The City tracks single family and multi-family housing rehabilitation efforts and housing development efforts.

The City's Single Family Rehabilitation (SFR) program comprised of 1) the City's Senior and/or Disabled Rehab Home Loan Program (SDRLP), 2) the Center for Independent Living, and 3) Habitat for Humanity Silicon Valley is evaluated on an ongoing basis to ensure that the most significant health and safety improvements are prioritized and that sufficient outreach is occurring to increase the number of unduplicated households served overtime.

The City currently operates the public facility improvement program as a rolling RFP/NOFA as funds become available and in PY19 held a release workshop with over 20 participants. Unused PY20 and available PY21 funds were applied for and awarded for the West Berkeley Service Center and the project is expected to be well underway in PY22. PY22 facility funds will once again be released and available for nonprofit and government applicants.

Outcomes for all public services community agency programs funded with federal funds are tracked, and prior outcomes are used to inform funding decisions. The City also uses countywide Homeless Count and program outcome data to inform its goals on homelessness.

### **4. Summary of Citizen Participation Process and consultation process**

The City typically completes a fall public hearing with one or more commissions to obtain input on general community needs. However, due to the COVID-19 pandemic, commissions' work continued on an as needed basis, and the City satisfied the Citizen Participation Plan public hearing requirement by

conducting two public hearings (December 2021 and April 2022) one in response to HOME-ARP funding and the other in response to AAP planning.

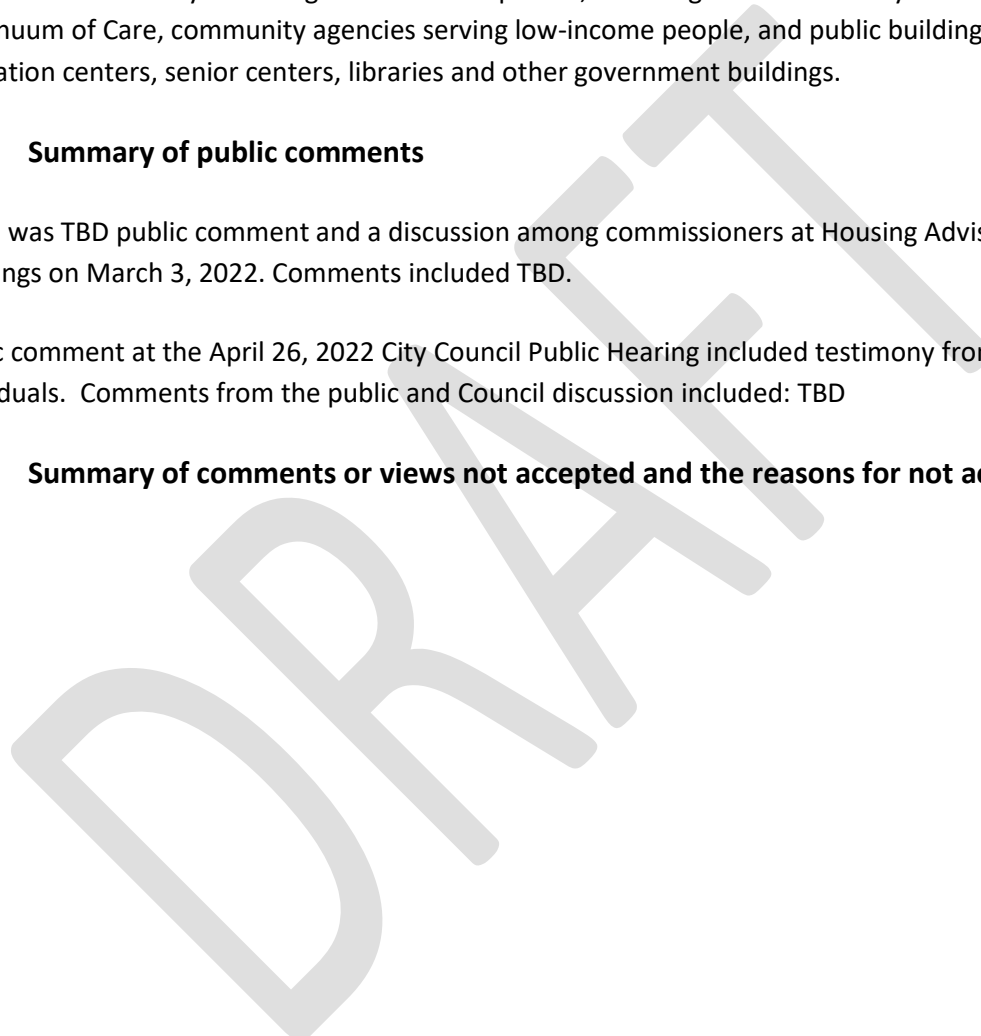
The draft Annual Action was posted on the City's website, and shared with the Housing Advisory Commission (HAC) March 3, 2022 meeting. At its March meeting, the HAC approved/approved with modifications (TBD) the PY22 Draft Annual Action Plan. A Public Hearing on the PY22 Draft Annual Action Plan was held on April 26, 2022 before the Berkeley City Council. Outreach was accomplished via hard copy and electronic flyer mailings to interested parties, including Alameda County-wide Homeless Continuum of Care, community agencies serving low-income people, and public buildings such as recreation centers, senior centers, libraries and other government buildings.

**5. Summary of public comments**

There was TBD public comment and a discussion among commissioners at Housing Advisory Commission meetings on March 3, 2022. Comments included TBD.

Public comment at the April 26, 2022 City Council Public Hearing included testimony from TBD individuals. Comments from the public and Council discussion included: TBD

**6. Summary of comments or views not accepted and the reasons for not accepting them**



All comments were accepted and/or addressed and will remain recorded in this report should additional HUD funds become available for public services and housing. None of the comments received resulted in changes to the Plan.

**7. Summary**

None.

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**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role        | Name     | Department/Agency                               |
|--------------------|----------|-------------------------------------------------|
| CDBG Administrator | BERKELEY | Health, Housing & Community Services Department |
| HOME Administrator | BERKELEY | Health, Housing & Community Services Department |
| ESG Administrator  | BERKELEY | Health, Housing & Community Services Department |

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City of Berkeley’s Health, Housing & Community Services Department (HHCS) is the lead agency for overseeing the development of the plan. The Department coordinates the City’s funding allocation and monitoring for community-based organizations, administration of the Housing Trust Fund, and operation of other housing and community services programs such as the Shelter Plus Care program, and Senior and Disabled Home Rehabilitation Loan Program. The Department also includes the Mental Health, Public Health, and Aging Services, Environmental Health divisions, all of which provide direct services to the community.

**Consolidated Plan Public Contact Information**

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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings, such as regular Housing and Homeless Team meetings, coronavirus response for vulnerable and low-income populations meetings, and will continue to coordinate with other City Departments on specific topics. It will also consult with EveryOne Home, the countywide coordinating body and plan to end homelessness, and its partners at Alameda County Behavioral Health Care Services and Social Services Agency as well as community stakeholders in Berkeley.

### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

City staff continue to participate in the implementation of EveryOne Home. EveryOne Home spearheads Alameda County’s Homeless Continuum of Care. Staff will continue to participate in the initiative’s various committees and/or Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community-based organizations, including those which develop affordable housing. Leadership Board membership helps coordinate efforts across the county. In PY22, City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services, Social Service Agency and Office of Homeless Care and Coordination to continue to implement the Countywide Coordinated Entry System (CES) for homeless services and will participate in EveryOne Home’s ongoing implementation of multiple CES sites throughout the county. Other recent countywide collaboration efforts include planning for Alameda County’s 2022 Point In Time count, issuance of new Emergency Housing Vouchers continued CES redesign efforts, and the ongoing implementation of the Home Stretch registry, an initiative targeting people who are chronically homeless and highly vulnerable.

City homeless services and mental health staff will continue to participate in monthly meetings with the Berkeley Housing Authority and homeless service partners to coordinate mainstream and Emergency Housing voucher housing opportunities for the 91 Mainstream vouchers issued to BHA (90 of the 91 Mainstream Vouchers have been issued).

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

In PY22, the City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services, Social Service Agency Office of Homeless Care and Coordination to implement the newly redesigned North County Coordinated Entry System (CES), which includes the Berkeley, Emeryville and Albany, for homeless services and will participate in EveryOne Home’s ongoing implementation of the Coordinated Entry System throughout the county, particularly by supporting the North County Singles and Family Housing Resource Centers. These efforts have led to the redesign of the standardized screening, intake and assessments protocols across the Continuum of Care to streamline the assessment process and better match people who are homeless with the best fit available housing solution.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Consultation with EveryOne Home, the Alameda-Countywide Continuum of Care, City of Berkeley, the City of Oakland, and the Alameda County Housing and Community Services Department was initiated in 2012. The discussion focused on how to implement the new ESG requirements in a way that would be consistent countywide and would continue the collaboration launched in 2009 with American Recovery and Reinvestment Act (ARRA) Homelessness Prevention and Rapid Re-housing (HPRP) funds. The group held several meetings in PY12, resulting in the development of a policies and procedures manual that was used to implement the Priority Home Partnership Program. The most recent version, which includes policies and procedures for shelter and outreach activities was attached to the 2020 Consolidated Plan. Additionally, the Alameda-Countywide Continuum of Care, City of Berkeley, the City of Oakland, and the Alameda County Housing and Community Services Department have implemented new ESG-CV Rapid Rehousing Standards and Expectations (Attachment 3).

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

|   |                                       |                                                                                                                                   |
|---|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Agency/Group/Organization</b>      | EveryOne Home                                                                                                                     |
|   | <b>Agency/Group/Organization Type</b> | Services - Housing<br>Services - Children<br>Services - Persons with Disabilities<br>Services - Homeless<br>Services - Employment |

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                         |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Strategy                                                                                                                              |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The City of Berkeley adopted EveryOne Home's plan to end homelessness:2018 Strategic Update and the City continues to participate in the implementation of the plan. See above coordination with EveryOne Home, Alameda County Behavioral Health Care Services and SSA. |
| 2 | <b>Agency/Group/Organization</b>                                                                                                                                   | ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT and ALAMEDA COUNTY OFFICE OF HOMELESS CARE AND COORDINATION                                                                                                                                                              |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Services - Children<br>Services - Persons with Disabilities<br>Services - Employment                                                                                                                                                              |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Strategy                                                                                                                              |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | See above coordination with Alameda County.                                                                                                                                                                                                                             |

Table 2 – Agencies, groups, organizations who participated

**Identify any Agency Types not consulted and provide rationale for not consulting**

Not applicable.

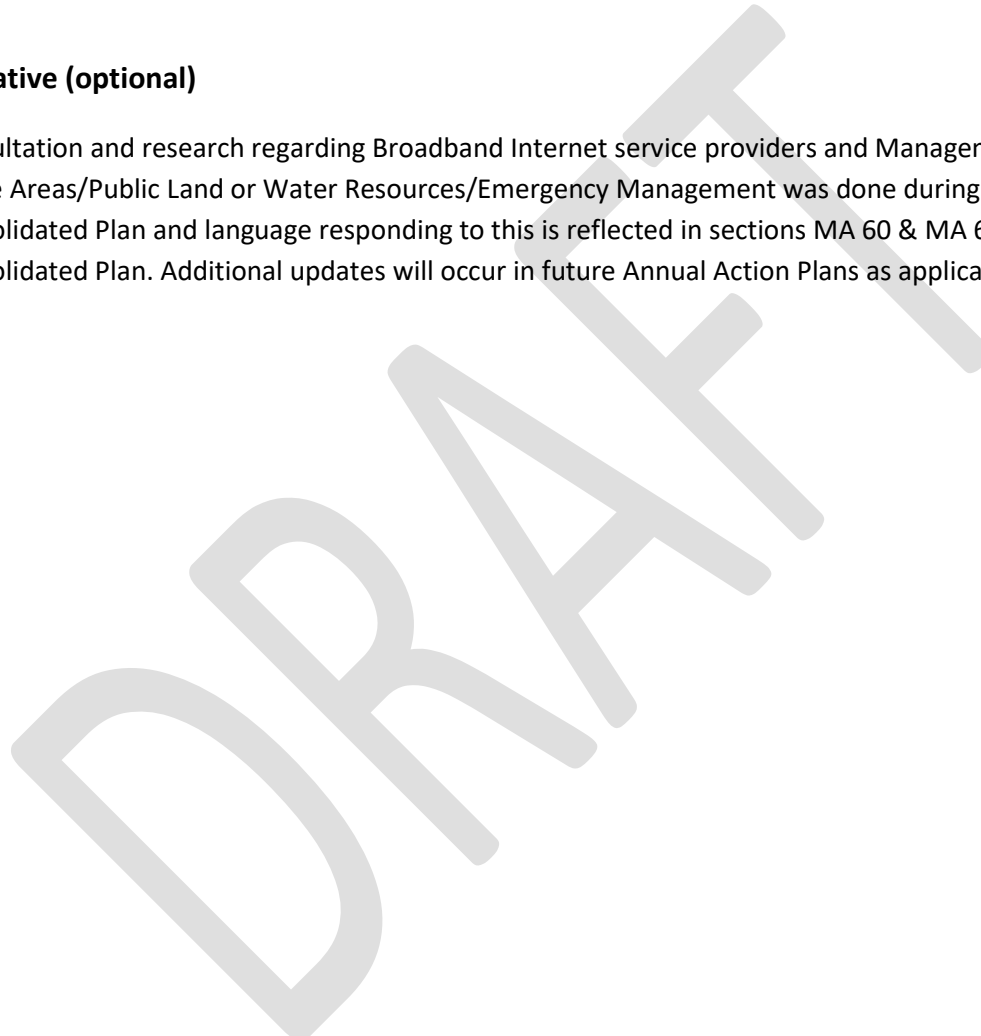
**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| Name of Plan      | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan?                                                                                                   |
|-------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Continuum of Care | EveryOne Home     | In 2019, the City of Berkeley adopted EveryOne Home's plan to end homelessness: 2018 Strategic Update and the City continues to participate in the implementation of the plan. |

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

Consultation and research regarding Broadband Internet service providers and Management of Flood Prone Areas/Public Land or Water Resources/Emergency Management was done during the Consolidated Plan and language responding to this is reflected in sections MA 60 & MA 65 of the Consolidated Plan. Additional updates will occur in future Annual Action Plans as applicable.



## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City's Housing Advisory Commission (HAC) reviewed the draft plan during a public meeting on March 3, 2022, that was advertised on the City's website and calendar.

The City published a public hearing notice on March 25, 2022 in the Berkeley Voice in accordance with its citizen participation plan for an April 26, 2022 Public Hearing at the Berkeley City Council meeting. It also sent the notification to residents of public and assisted housing, users of community and senior centers, libraries, and residents being served by over 50 community based agencies funded by the City of Berkeley.

The public hearing notice was also released through City's Public Information Office including an email distribution list, the City's news webpage, Nextdoor, and Twitter.

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Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach                                | Summary of response/ attendance                                                                                                                                                                                                                                           | Summary of comments received                                                                                                                             | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 1          | Public Meeting   | Housing Advisory Commission (HAC) representatives | <p>March 3, 2022 members of the HAC discussed the Draft Annual Action Plan, and TBD member of the public made public comment. TBD persons, including commissioners, were present.</p> <p>The members of HAC voted to approve the Draft AAP for Council consideration.</p> | <p>HAC members reviewed and discussed the Draft of the AAP at its March 3, 2022 meeting. Comments and questions pertaining to the AAP focused on TBD</p> |                                              |                     |

| Sort Order | Mode of Outreach | Target of Outreach                                                                                                                                                                                                 | Summary of response/ attendance                                                              | Summary of comments received                                                                                                 | Summary of comments not accepted and reasons                                                                                                                                                                                            | URL (If applicable)                                                                                                                                            |
|------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2          | Public Hearing   | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish and Mandarin</p> <p>Persons with disabilities</p> <p>Residents of Public and Assisted Housing</p> <p>Low income Berkeley Residents</p> | <p>This Public Hearing was held at the April 26, 2022, City of Berkeley Council Meeting.</p> | <p>Public comment included testimony from TBD individuals. Comments from the public and Council discussion included: TBD</p> | <p>All comments were accepted and/or addressed and will remain recorded in this report should additional HUD funds become available for public services and housing. None of the comments received resulted in changes to the Plan.</p> | <p><a href="https://www.cityofberkeley.info/Clerk/City_Council_Agenda_Index.aspx">https://www.cityofberkeley.info/Clerk/City_Council_Agenda_Index.aspx</a></p> |

Table 4 – Citizen Participation Outreach



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Berkeley is an entitlement jurisdiction. The City will receive \$ 3,660,674 (anticipated award) in federal Housing and Urban Development Department (HUD) funds comprised of \$2,672,338 (anticipated) in CDBG, \$754,813 (anticipated) in HOME and \$233,523 (anticipated) in ESG funds. Additionally, the City will add \$250,000 (anticipated) in CDBG Program Income and \$250,000 (anticipated) in unused CDBG carry over and \$20,000 (anticipated) in HOME Program Income to these amounts.

#### Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                                                  | Expected Amount Available Year 1 |                         |                           |                        | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                |
|---------|------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------|---------------------------|------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                | Annual Allocation : \$           | Program Income: \$      | Prior Year Resources : \$ | Total: \$              |                                                   |                                                                                                                                                                                                      |
| CDBG    | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | \$ 2,672,338 (anticipated)       | \$250,000 (anticipated) | \$250,000 (estimate)      | \$3,172,368 (estimate) | \$7,412,968 (estimated)                           | CDBG funds are allocated to public services, housing services and rehabilitation, and public facility improvements. The City of Berkeley does not currently use CDBG funds for economic development. |

| Program | Source of Funds  | Uses of Funds                                                                                                                                                       | Expected Amount Available Year 1 |                         |                           |                          | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                        |
|---------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------|---------------------------|--------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                                                                     | Annual Allocation : \$           | Program Income: \$      | Prior Year Resources : \$ | Total: \$                |                                                   |                                                                                                                                                                              |
| HOME    | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | \$754,813<br>(anticipated)       | \$20,000<br>(projected) | \$0                       | \$774,813<br>(estimated) | \$1,549,626<br>(estimated)                        | The City allocates 10% of the HOME allocation to administration, up to 5% for CHDO operating costs, and the remaining (or approximately 85%) to the City Housing Trust Fund. |

| Program | Source of Funds  | Uses of Funds                                                                                                                                                                            | Expected Amount Available Year 1 |                    |                           |                       | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                                                                                             |
|---------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|---------------------------|-----------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                                                                                          | Annual Allocation : \$           | Program Income: \$ | Prior Year Resources : \$ | Total: \$             |                                                   |                                                                                                                                                                                                                                                                                   |
| ESG     | public - federal | Conversion and rehab for transitional housing<br>Financial Assistance<br>Overnight shelter<br>Rapid re-housing (rental assistance)<br>Rental Assistance Services<br>Transitional housing | \$233,523 (anticipated)          | \$0                | \$0                       | \$233,523 (estimated) | \$467,046 (estimated)                             | The City of Berkeley uses ESG funds for Rapid Rehousing, Shelter and Outreach for literally homeless individuals and families. A small portion of the ESG funds are used to support the County-wide HMIS system. The City allocates 7.5% of the allocation to Planning and Admin. |

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Many of the housing and community services programs described in the Consolidated Plan will continue to be delivered by nonprofit community-based organizations. The City contracts with a wide range of housing and service providers using CDBG, HOME, ESG, Community Services Block Grant (CSBG), General Fund, and other sources of funding. These organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations that help meet the needs identified in this plan.

In addition to leveraging at the individual agency level, the City has historically matched the investment of CDBG, HOME, and ESG dollars with the investment of General Fund. In PY21 over three quarters of the funding for community agency programs came from local and General Fund dollars. The City meets the HOME 25 percent match requirement. The City meets the dollar for dollar match requirements for the ESG program by allocating General Funds to various homeless services providers. Shelter programs alone receive over \$767,447 in City General Funds each year.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City has long-term leases of City-owned property with non-profit organizations that address the needs identified. Programs operating in leased City-owned properties include:

- Dorothy Day House Emergency Storm Shelter;
- Dorothy Day House Veteran’s Building Shelter;
- Dorothy Day House Berkeley Community Resource Center;
- BOSS’ Harrison House Shelter for Homeless men, women and families;
- BOSS’ Sankofa House – emergency shelter for homeless families;
- Women’s Daytime Drop-In Center’s Bridget House – transitional housing for homeless families;
- Women’s Daytime Drop-In Center – a homeless daytime center for women and children;
- Bay Area Community Services (BACS) Pathways STAIR Center; and
- Options Recovery Services – substance use treatment services.
- Lifelong Medical Care – healthcare services for people who are homeless

The City also has long-term leases for affordable permanent housing at:

- Ocean View Gardens;
- UA Cooperative Housing; and
- William Byron Rumford Senior Plaza.

The City has committed more than \$27 million in local funding for the development of the City-owned Berkeley Way parking lot to address the needs identified in the plan. On September 9, 2014, after a Request for Qualifications process, the City Council approved the selection of a development team consisting of Bridge Housing, the Berkeley Food and Housing Project, and Leddy Maytum Stacy Architects (LMSA) as the preferred development team for the site. Since then the City has been working closely with the project team on a three-part project including homeless services and meal space, emergency shelter, permanent supportive housing, and affordable apartments. The project sponsors have secured all required funding and construction began in fall 2020. Construction is scheduled for completion in May or June 2022, and lease up is scheduled for May through September 2022. Berkeley Way will consist of 89 affordable housing for households at 50-60% AMI, 53 units of Permanent

Supportive Housing, 32-bed dormitory style shelter beds and 12 transitional housing beds for veterans.

The City is currently exploring the possible use of the City-owned Ashby BART station area air rights as well as the West Berkeley Services Center as possible future housing sites. Since Fall 2020, the City has been engaging in discussions with BART to plan for future development of affordable housing on two BART sites in Berkeley, including the Ashby BART station and North Berkeley BART station. In April 2021, the City reserved \$53 million in local funds for future housing developments with a goal of achieving a minimum of 35% affordable housing at both BART sites. The City and BART anticipate releasing RFQs for potential development teams in 2022.

**Discussion**

Not applicable.

DRAFT

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

| Sort Order | Goal Name                                      | Start Year | End Year | Category           | Geographic Area | Needs Addressed    | Funding                                                                        | Goal Outcome Indicator                                                                                                                                                               |
|------------|------------------------------------------------|------------|----------|--------------------|-----------------|--------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Increase affordable Housing Supply and Quality | 2020       | 2024     | Affordable Housing | BERKELEY        | Affordable Housing | CDBG:<br>\$1,476,057<br>(estimated )<br><br>HOME:<br>\$679,473<br>(estimated ) | Rental units constructed: 3-4 Household Housing Unit<br><br>Rental units rehabilitated: 53 Household Housing Units<br><br>Homeowner Housing Rehabilitated: 23 Household Housing Unit |

| Sort Order | Goal Name                                                                     | Start Year | End Year | Category                          | Geographic Area | Needs Addressed                   | Funding                       | Goal Outcome Indicator                                                                                                                                                                                                     |
|------------|-------------------------------------------------------------------------------|------------|----------|-----------------------------------|-----------------|-----------------------------------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2          | Improve Public Facilities and Public Services                                 | 2020       | 2024     | Non-Housing Community Development | BERKELEY        | Non-Housing Community Development | CDBG: \$1,111,837 (estimated) | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1,012 Persons Assisted<br><br>Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted. |
| 3          | Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing | 2020       | 2024     | Homeless                          | BERKELEY        | Homelessness                      | ESG: \$233,523 (estimated)    | Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted<br><br>Emergency Shelter: 80 Households Assisted<br><br>Outreach: 70 Households Assisted<br><br>Prevention: 0 Households Assisted                 |

| Sort Order | Goal Name                                    | Start Year | End Year | Category                                                            | Geographic Area | Needs Addressed                                                                                                                 | Funding | Goal Outcome Indicator |
|------------|----------------------------------------------|------------|----------|---------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|---------|------------------------|
| 4          | Prevent, prepare for and respond to COVID-19 | 2020       | 2024     | Affordable Housing<br>Homeless<br>Non-Housing Community Development | BERKELEY        | Affordable Housing, Homelessness, Community Development, Non-Housing Community Development, and responding to needs of COVID-19 | \$0     | N/A                    |

Table 6 – Goals Summary

Goal Descriptions

|   |                         |                                                                                                                                    |
|---|-------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Goal Name</b>        | Increase Affordable Housing Supply and Quality                                                                                     |
|   | <b>Goal Description</b> | CDBG and HOME funds will be used for affordable housing acquisition and rehabilitation, and single family rehabilitation programs. |
| 2 | <b>Goal Name</b>        | Improve Public Facilities and Public Services                                                                                      |
|   | <b>Goal Description</b> | CDBG funds will be used to rehabilitate public facilities and homeless and fair housing public services.                           |
| 3 | <b>Goal Name</b>        | Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing                                                      |
|   | <b>Goal Description</b> | ESG funds will be used to provide outreach, services emergency shelter and/or rapid re-Housing to literally homeless households.   |
| 4 | <b>Goal Name</b>        | Prevent, prepare for and respond to COVID-19                                                                                       |
|   | <b>Goal Description</b> | CDBG (PY20), CDBG-CV and ESG-CV (CARES Act) funds will be used to prevent, prepare for and respond to COVID-19                     |

Table 7 – Goal Descriptions



**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

BRIDGE Housing Corporation and the Berkeley Food and Housing Project's Berkeley Way project (53 extremely low income and 89 low income units) started construction in July 2020, and Satellite Affordable Housing Associate's Jordan Court (34 affordable units, with seven reserved for extremely low-income households at 30% AMI and fourteen reserved for low income households at 60% AMI) started construction in August 2020 with tenant occupancy anticipated in February or March 2022. Seventeen of Jordan Court's units are supported by the HOME funds.

DRAFT

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

With its CDBG, HOME, and ESG funds, the City of Berkeley will fund eligible projects in the following categories: housing development, rehabilitation and services projects, public services, public/community facility improvement projects, emergency shelter grant programs, program planning and administration, and the Housing Trust Fund.

#### Projects

| # | Project Name                                                                       |
|---|------------------------------------------------------------------------------------|
| 1 | City of Berkeley Planning and Administration                                       |
| 2 | Housing Services                                                                   |
| 3 | Single Family Rehabilitation Programs                                              |
| 4 | Housing Trust Fund                                                                 |
| 5 | Public Services                                                                    |
| 6 | Public Facility Rehabilitation                                                     |
| 7 | ESG22 - Berkeley- Emergency Shelter, Outreach, Rapid Rehousing and HMIS Activities |

Table 8 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to fund activities that have been identified as a need in the Consolidated Plan.

## AP-38 Project Summary

## Project Summary Information

|   |                                                                                                |                                                                                                                                                                                         |
|---|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Project Name</b>                                                                            | City of Berkeley Planning and Administration                                                                                                                                            |
|   | <b>Target Area</b>                                                                             | BERKELEY                                                                                                                                                                                |
|   | <b>Goals Supported</b>                                                                         | Increase Affordable Housing Supply and Quality, Improve Public Facilities and Public Services, & Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services |
|   | <b>Needs Addressed</b>                                                                         | Affordable Housing, Homeless, & Non-Housing Community Development                                                                                                                       |
|   | <b>Funding</b>                                                                                 | CDBG: \$584,474 (estimated)<br>HOME: \$77,481 (includes the anticipated \$20,000 in program income)                                                                                     |
|   | <b>Description</b>                                                                             | The project will fund City staff to plan and administer CDBG and HOME projects.<br><br>HOME Admin based on projected entitlement with \$20,000 in anticipated program income.           |
|   | <b>Target Date</b>                                                                             | 6/30/2023                                                                                                                                                                               |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | N/A                                                                                                                                                                                     |
|   | <b>Location Description</b>                                                                    | Citywide.                                                                                                                                                                               |
|   | <b>Planned Activities</b>                                                                      | Information about the planned activities is included in Section AP-38 Project Summaries.                                                                                                |
| 2 | <b>Project Name</b>                                                                            | Housing Loan Services                                                                                                                                                                   |
|   | <b>Target Area</b>                                                                             | BERKELEY                                                                                                                                                                                |
|   | <b>Goals Supported</b>                                                                         | Increase Affordable Housing Supply and Quality                                                                                                                                          |
|   | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                      |
|   | <b>Funding</b>                                                                                 | CDBG: \$70,008                                                                                                                                                                          |
|   | <b>Description</b>                                                                             | City staff provide loan services to support single family rehabilitation, housing trust fund projects, and other federally funded housing related activities.                           |

|   |                                                                                                |                                                                                                                                                                                                                                                                                    |
|---|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Target Date</b>                                                                             | 6/30/2023                                                                                                                                                                                                                                                                          |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | The project will serve approximately 50 active home rehabilitation loans from the Senior and Disabled Rehabilitation Loan Program, and 110 loans from housing trust fund projects and other federally funded housing related activities, for a total of 160 loans.                 |
|   | <b>Location Description</b>                                                                    | Various locations within the City of Berkeley.                                                                                                                                                                                                                                     |
|   | <b>Planned Activities</b>                                                                      | Services provided under this project will include accounting, processing loan payments and loan payoff demands, deeds of reconveyance, lien releases and loan subordination requests, collections, personal financial analysis, and structuring of temporary repayment agreements. |
| 3 | <b>Project Name</b>                                                                            | Single Family Rehabilitation Programs                                                                                                                                                                                                                                              |
|   | <b>Target Area</b>                                                                             | BERKELEY                                                                                                                                                                                                                                                                           |
|   | <b>Goals Supported</b>                                                                         | Increase Affordable Housing Supply and Quality                                                                                                                                                                                                                                     |
|   | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                                                                                 |
|   | <b>Funding</b>                                                                                 | CDBG: \$898,001                                                                                                                                                                                                                                                                    |
|   | <b>Description</b>                                                                             | Activities related to single family rehabilitation efforts will be funded under this project. These projects will cover health and safety improvements as well as accessibility improvements such as the installation of ramps/lifts for low income homeowners and renters.        |
|   | <b>Target Date</b>                                                                             | 6/30/2023                                                                                                                                                                                                                                                                          |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | The project will benefit an estimated 27 low-income households annually.                                                                                                                                                                                                           |
|   | <b>Location Description</b>                                                                    | Various locations within the City of Berkeley.                                                                                                                                                                                                                                     |

|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Planned Activities</b>                                                                      | Activities include health and safety, accessibility, and energy efficiency improvements. CIL's program removes barriers to housing for 12 (estimated 8 homeowners and 4 renters) low-income, disabled residents by installing ramps, lifts and making other interior and exterior modifications to ensure accessibility of their homes. Habitat for Humanity provides home repairs, access modifications, and safety upgrades to 12 low-income households focusing on essential health and safety of the home. City staff work with senior and/or disabled homeowners, providing an estimated three loans of up to \$100,000 for the Senior & Disabled (Home) Rehabilitation Loan Program. |
| 4 | <b>Project Name</b>                                                                            | Housing Trust Fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Target Area</b>                                                                             | BERKELEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Goals Supported</b>                                                                         | Increase Affordable Housing Supply and Quality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Funding</b>                                                                                 | CDBG: \$488,341<br>HOME: \$697,332 (estimated)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Description</b>                                                                             | Activities that provide funding for City staff in support of projects funded with City of Berkeley Housing Trust Fund dollars, includes funding for projects and CHDO operating funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Target Date</b>                                                                             | 6/30/2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | <p>17 units (households) will be directly supported with federal funding during the five-year Consolidated Plan period for an average of 3-4 per year. During the same time period staff will also support the development of an additional 371 affordable units with local funds. These totals will include 34 senior units and 81 special needs (homeless and/or disabled units).</p> <p>An additional 49 low-income housing units will be rehabilitated at Rosewood Manor (35 units) and Lorin Street Apartments (14 units) using federal funds. The City will also fund the renovation of Solano Avenue Cooperative (13 units) using local funds.</p>                                  |
|   | <b>Location Description</b>                                                                    | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Planned Activities</b></p> | <p>City staff actively facilitate development, rehabilitation and/or preservation of affordable housing through working with developers, other city staff, lenders and other public agencies for the acquisition and rehabilitation of multi-family housing. Specific activities include working with project sponsors throughout predevelopment, supporting public participation in project selection and development, preparing and executing loan agreements, and conducting federally required environmental review. \$30,000 will be dedicated to CHDO operating.</p> <p>The aforementioned activities are funded by the City of Berkeley’s Housing Trust Fund, which includes HOME funds. Together with the HTF and Admin funds allowed under the CDBG and HOME program, the funds also support Housing Development staff. 570.201 (k) “provides that CDBG funds may be used to pay costs in support of activities eligible for funding under the HOME program. This includes services such as housing counseling in connection with tenant-based rental assistance and affordable housing projects, energy auditing, preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based rental assistance, and other services related to assisting owners, tenants, contractors, and other entities participating or seeking to participate in the HOME program.”</p> <p>Staff are currently working on 14 affordable housing developments in varying stages of predevelopment and development with reservations and commitments totaling over \$115M in City funds, including HOME funds. Staff are currently focusing on the Jordan Court( 1601 Oxford) and Berkeley Way projects, which are currently under construction. In addition, this funding supports the City’s implementation of CHDO operating funding.</p> <p>PY20 and earlier year’s CDBG funds are being used for rehabilitation work at Lorin Station (14 units) and Rosewood Manor (35 units), two affordable housing properties owned and operated by South Berkeley Neighborhood Development Corporation (SBNDC). Both housing properties have immediate rehabilitation needs related to plumbing issues and roof repairs.</p> |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5                         | <b>Project Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Public Services                                                                                                                                              |
|                           | <b>Target Area</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | BERKELEY                                                                                                                                                     |
|                           | <b>Goals Supported</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Improve Public Facilities and Public Services                                                                                                                |
|                           | <b>Needs Addressed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Homelessness<br>Non-Housing Community Development                                                                                                            |
|                           | <b>Funding</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CDBG: \$453,921                                                                                                                                              |
|                           | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Services including homeless programs (daytime respite, men's shelter and Coordinated Entry System), and fair housing services are funded under this project. |
|                           | <b>Target Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 6/30/2023                                                                                                                                                    |
|                           | <b>Estimate the number and type of families that will benefit from the proposed activities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 875 low-income and homeless households are expected to be served through these activities.                                                                   |
|                           | <b>Location Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Citywide                                                                                                                                                     |
| <b>Planned Activities</b> | Bay Area Community Services operates Berkeley's Coordinated Entry System which will screen, conduct intakes, and provide housing navigation services to approximately 690 people. Berkeley Food and Housing Program will provide emergency shelter to approximately 115 adult homeless men. Eden Council for Hope and Opportunity will provide outreach, training, fair housing counseling services to up to 70 households, investigation of an estimated 25 fair housing complaints, 10 tenant/landlord mediations, and 10 fair housing testing/audits with follow-up training for non-compliant property owners. |                                                                                                                                                              |
| 6                         | <b>Project Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Public Facility Rehabilitation                                                                                                                               |
|                           | <b>Target Area</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | BERKELEY                                                                                                                                                     |
|                           | <b>Goals Supported</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Improve Public Facilities and Public Services                                                                                                                |
|                           | <b>Needs Addressed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Non-Housing Community Development                                                                                                                            |
|                           | <b>Funding</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CDBG: \$657,916 (estimated)                                                                                                                                  |
|                           | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Activities that fund the rehabilitation of public facilities are funded under this project.                                                                  |
|                           | <b>Target Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 6/30/2023                                                                                                                                                    |

|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                      |
|---|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | It is projected that improved public facility improvements provided by the City of Berkeley administered program will benefit a minimum of 1,012 people. The number of beneficiaries may increase as new public facility projects are identified through the acceptance of new applications.                                                                         |
|   | <b>Location Description</b>                                                                    | Various locations within the City of Berkeley.                                                                                                                                                                                                                                                                                                                       |
|   | <b>Planned Activities</b>                                                                      | Activities include improving public facilities by funding substantial rehabilitation to applicants of the City administered Public Facility Improvement Program. A current project at the West Berkeley Service Center is anticipated to serve 1,000 persons. This Annual Action Plan proposes another project at Fred Finch Turning Point, anticipating serving 12. |
| 7 | <b>Project Name</b>                                                                            | ESG21-Berkeley - Emergency Shelter, Outreach, Rapid Rehousing and HMIS Activities                                                                                                                                                                                                                                                                                    |
|   | <b>Target Area</b>                                                                             | BERKELEY                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Goals Supported</b>                                                                         | Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services                                                                                                                                                                                                                                                                               |
|   | <b>Needs Addressed</b>                                                                         | Homelessness                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Funding</b>                                                                                 | ESG: \$233,523 (anticipated)                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Description</b>                                                                             | ESG funds will be used for Emergency Shelter, Outreach, Rapid Re-Housing and HMIS costs.                                                                                                                                                                                                                                                                             |
|   | <b>Target Date</b>                                                                             | 6/30/2022                                                                                                                                                                                                                                                                                                                                                            |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 20 households will be served with Rapid Rehousing financial assistance.<br>70 persons will be assisted with Street Outreach.<br>80 persons will be assisted with Emergency Shelter                                                                                                                                                                                   |
|   | <b>Location Description</b>                                                                    | BACS Stair Navigation Center and various outreach and permanent housing locations.                                                                                                                                                                                                                                                                                   |



|                           |                                                                                                                                                                                                                                                                                               |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Planned Activities</b> | ESG funds will be used to provide financial assistance and housing relocation and stabilization services to rapidly re-house approximately 20 households, and support approximately 70 people through street outreach and engagement activities and 80 persons will be temporarily sheltered. |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DRAFT

**AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

As discussed in MA-50 of the Consolidated Plan, the City does not have areas of low income or minority concentration and therefore does not allocate federal funds geographically.

**Geographic Distribution**

| Target Area | Percentage of Funds |
|-------------|---------------------|
| BERKELEY    | 100                 |

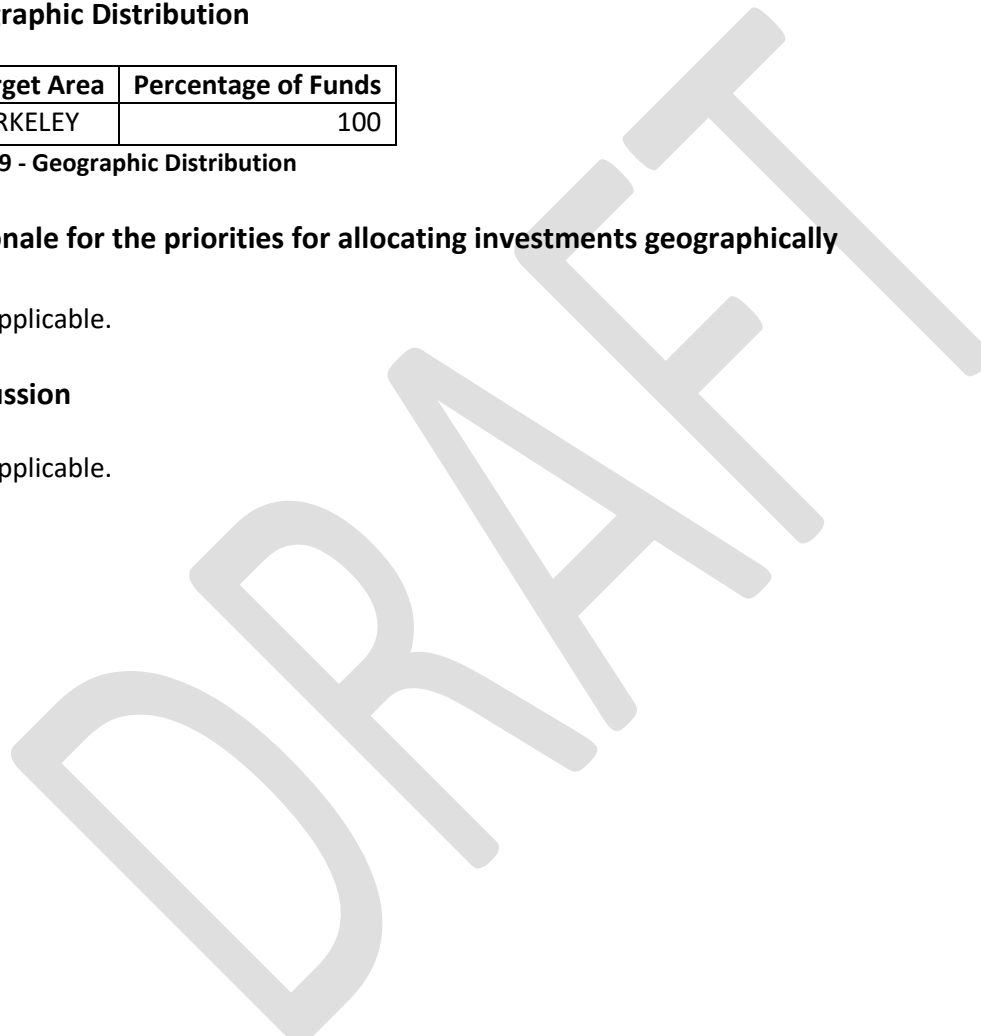
Table 9 - Geographic Distribution

**Rationale for the priorities for allocating investments geographically**

Not applicable.

**Discussion**

Not applicable.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

This section includes HOME-funded units only. The City has one HOME-assisted project under construction with project completion anticipated in late PY21 or early PY22. Jordan Court will add 34 affordable housing units to the City’s portfolio, including 17 HOME units. The City supported the project with over \$6 million in funding, including nearly \$2.5 million in HOME funds.

| One Year Goals for the Number of Households to be Supported |    |
|-------------------------------------------------------------|----|
| Homeless                                                    | 9  |
| Non-Homeless                                                | 8  |
| Special-Needs                                               | 0  |
| Total                                                       | 17 |

Table 10 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through |    |
|---------------------------------------------------------------|----|
| The Production of New Units                                   | 17 |
| Total                                                         | 17 |

Table 11 - One Year Goals for Affordable Housing by Support Type

#### Discussion

Not applicable.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Berkeley Housing Authority (BHA) is not a department of the City of Berkeley. BHA Board members are appointed by the Mayor and confirmed by the City Council. BHA is a Section 8 Housing Choice Voucher-only agency; BHA does not own any public housing units. Responses below pertain to BHA's voucher programs.

### **Actions planned during the next year to address the needs to public housing**

Not applicable. As a Section 8-only agency, BHA is making special effort to increase the number of landlords participating with us to house voucher holders. We have received a grant from the City of Berkeley (\$150,000 in total) to implement a unit turnover program to incentivize landlords to participate with BHA to house voucher holders.

BHA was also recently selected as a participating Move To Work (MTW) agency in the landlord incentive cohort. After planning is concluded, staff will be able to utilize the programmatic flexibilities to further incentivize landlords into our programs so that more voucher holders may be housed in Berkeley.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable; unfortunately, the cost of housing in Berkeley prohibits BHA's ability to operate a homeownership program. Regarding involvement of our program participants, as a Section 8-only agency, BHA adheres to all of the required public processes including convening a Resident Advisory Board (RAB) to review and comment on proposed Admin. Plan changes. Additionally, the RAB provided input on the MTW application, and will provide input on the public process that will entail finalizing the MTW plans prior to implementation.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable. BHA has been a high performing agency since 2010.

### **Discussion**

Not applicable.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City uses a variety of approaches to support homeless and other vulnerable populations.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Goals for PY22 include 1) Converting ESG-Rapid Rehousing subsidies to Emergency Housing Vouchers for all eligible residents of the Safer Ground COVID-19 Respite hotels and the City's Respite Program, 2) if awarded State of California Project HomeKey funding, support a new Permanent Supportive Housing project by converting an old hotel, 3) entering into a contract and lease to support the development of 39 units of modular housing for unhoused residents of Berkeley, and 4) continue to fund and otherwise support the North County Berkeley/Albany/Emeryville Housing Resource Center – the front door to the homeless Coordinated Entry System which provides outreach, assessments, housing problem solving, housing navigation and tenancy sustaining services to unhoused residents. HRC staff will continue to implement the updated assessment process. It includes three phases: housing program solving (HPS), crisis assessment and housing assessment. The former will be focused on households that can be rapidly rehoused with limited support while the latter will be focused on households needing permanent supportive housing. This phased approach coupled with HPS flex funds will result in more varied households having access to needed supports. Staff will provide these assessments through 211 referrals, during HRC drop-in hours, and at street-based locations throughout Berkeley. Street based outreach staff will continue to engage people and provide basic necessities, such as water and hygiene kits.

Eligible people will be matched to appropriate and available resources including housing problem solving resources, housing navigation services, shelter, transitional and permanent housing programs, physical, mental health and addiction services and SSI advocacy.

The HRC will provide housing navigation services tied to rapid-rehousing and flexible financial assistance to support additional people in moving to permanent housing. Housing navigators support participants in a variety of ways from housing problem solving to assisting with identification documents and housing search activities. Once permanently housed, HRC staff will work with participants to maintain housing.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will continue to provide funding for shelter and transitional housing as described in section MA-30 of the Consolidated Plan. The City funds multiple agencies to provide 298 year-round shelter beds, 30 seasonal shelter beds and 27 transitional housing beds. As part of the City's COVID-19 response, the census at these programs has been reduced by approximately 50% so staff and participants can maintain 6' social distancing. Additionally, funds have been provided to expand shelter operations to 24/7 and to provide three meals per day so participants don't have to leave during the day.

To offset the census reduction, while providing a safe space, the City implemented a non-congregate shelter program to house 18 households who meet the CDC's criteria for at-risk populations, 65+ or having an underlying medical condition requiring extra precautions against COVID-19. Rapid re-housing resources are being offered to help people move into permanent housing.

The City has submitted a proposal to the State of California's Encampment Resolution Funding Program to operate a 40-unit motel to support ongoing non-congregate shelter. If awarded, Berkeley will contract with the motel and a service provider to provide shelter, housing navigation and linkages to other needed services and permanent housing.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The North County HRC, operated by Bay Area Community Services (BACS), conducts Coordinated Entry System (CES) intakes and assessments, which prioritize people who are homeless for resources that best meet their needs, including rapid re-housing placements and placement on the County's Permanent Supportive Housing (PSH) Housing Queue. In both cases, the goal is to rapidly re-house households and support them for as long as retention services are needed and allowed.

The HRC's Housing Navigation resources will be allocated to people across the new CES housing queue, from people with the most needs and prioritized for permanent supportive housing to people who need shorter term financial assistance with little to no services support. Housing Navigators will help collect documents needed to apply for housing opportunities, housing searches and linking participants to services that will help to retain housing.

The North County HRC and the BACS Stair Program have flexible and rapid rehousing funds, which assist in reducing people's length of homelessness. The City will allocate ESG and local funds to support these efforts. While funding is available, there is still a lack of available units, within HUD's Fair Market Rent (FMR) to support households with extremely low incomes making it difficult to rapidly re-house households in the County. Often, households are being housed in neighboring counties making it challenging to provide ongoing housing retention services. This has resulted in some delays in spending City of Berkeley ESG funds for rapid re-housing. Starting in PY21, the City of Berkeley shifted its ESG allocation to fund the Pathway STAIR Center and HRC outreach. Also, the HRC has incorporated more shared housing opportunities through the use of larger units. This has provided people with limited income and a willingness to share housing more opportunities to be permanently housed.

The City's Shelter Plus Care programs fills all of its openings through HomeStretch and the "Housing First" approach in housing the target population. When an opening occurs, Home Stretch prioritizes unhoused people based on chronicity, need and date of referral, and provides participant information to the City of Berkeley, to be matched with a partner service agency that will provide case management and housing stabilization support. The case manager will support the participant to obtain and retain their housing, although services are not required in order to qualify for the rental assistance. Along the way, case managers work with participants to address issues that may have contributed to their housing instability or present obstacles to obtaining rental housing (such as poor credit, a lack of income, missing documents like a picture ID, outstanding legal issues, etc.).

In PY20, Berkeley's Health, Housing and Community Services (HHCS) Department administered two (formerly five grants, which have been consolidated to two) Permanent Supportive Housing (PSH) programs serving primarily people who are chronically homeless. The Shelter Plus Care COACH grant, with 86 Shelter Plus Care certificates, targets people who are chronically homeless. The program combines the federal housing subsidy with services provided by Berkeley Mental Health, Berkeley Case Management and Lifelong Medical Care.

The Supportive Housing Collaborative grant is the newly consolidated grant (formerly four grants) and provides a mixture of site based and scattered site housing opportunities:

129 Shelter Plus Care certificates and prioritizes people who are chronically homeless, although it is not limited to serving the chronically homeless.

14 Shelter Plus Care certificates primarily serving older adults who are living on the streets and disabled due to a serious mental illness and /or history of drug and alcohol dependence. The HHCS Department's Aging Services Division provides outreach, housing search assistance, and intensive case management for the participants enrolled in the project. 12 site-based units in partnership with Resources for Community (RCD) as the project sponsor. The contract serves 12 households. Participants are housed at one of 2 sites owned by RCD: MLK House and Erna P. Harris Court (EPHC). 11 site-based units in a collaboration between the City of Berkeley Health Housing and Community Services Department (HHCS) and Bonita House. The program targets adults who are dually diagnosed with a serious mental illness and history of alcohol and/or drug dependency.

The Square One program combines a locally funded housing subsidy, with services provided by Lifelong Medical Care. These programs are now being coordinated through HomeStretch. This new process includes prioritization for people who have the longest lengths of homelessness and the highest needs. It then connects these participants to Housing Navigators, to help support their application to HomeStretch and ultimate housing placement, as units become available.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly**

**funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City uses General Funds and CDBG-CV to fund services that prevent people who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2) from becoming homeless. Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for federal funds to be provided to those categorized as “at-risk” but not necessarily at “imminent risk”, Berkeley uses its ESG funds for rapidly rehousing people who are literally homeless.

Berkeley funds prevention assistance for people who meet “immediate risk” criteria defined as:

“An individual or family who will imminently lose their primary nighttime residence, provided that:

- the primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;
- No subsequent residence has been identified; and,
- The individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.”

Alameda County has mental health, foster youth, health care, and corrections discharge policies intended to prevent discharges of individuals from these systems into homelessness, described in detail in the Consolidated Plan.

During the coronavirus pandemic, the City expanded the housing retention program to assist households unable to pay rent due to a COVID-19 related loss of income. Households must provide a dated Notice of Eviction from landlord stating amount owed for back rent OR a letter of verification from landlord stating the amount owed for back rent, since there is currently an eviction moratorium.

The City is working with local hospitals to share information about the North County HRC and available homeless services in Berkeley to reduce discharges to local daytime drop-in centers and shelters that can’t support the needs of medically fragile people with severe disabling conditions. The City will continue to participate in countywide and regional efforts to reduce discharges into homelessness.

## **Discussion**

The City of Berkeley supports a wide range of homeless programs, including emergency/crisis drop in centers and shelters, transitional housing, permanent supportive housing, prevention and rapid rehousing services. All contracted service providers report outcomes based on the countywide outcome standards developed by EveryOne Home, in order to inform future adjustments to the service system.



## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

None.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

As stated in section MA-40 of the Consolidated Plan, the following are considered potential constraints in Berkeley: accessory dwelling unit (ADU) requirements, infill development regulations and permit review process. On February 8, 2022, the City adopted a local ADU Ordinance that is both consistent with and more lenient than State law. Any residential parcel with an existing or proposed housing unit may establish an ADU with the approval of a building permit. The new ordinance exceeds the State's height limitation of 16 feet, allowing for the construction of ADUs with a maximum height of 20 feet and more flexibility in ADU design. The new ADU Ordinance is effective on March 14, 2022. While the City's ADU regulations are more lenient than State law, they may be a constraint to development of additional units; therefore, the 2015 Housing Element includes a housing program to evaluate the regulations and consider changes to development standards for ADUs. Additionally, while the zoning ordinance includes five multi-family zoning districts and the City has seen a number multi-family development projects, Housing Policy H-34 of the 2015 Housing Element encourages the review of infill development regulations in residential districts to identify and change possible constraints.

The permit process in Berkeley may be considered a constraint to housing production, although based on the amount of affordable and market-rate development that has been approved and the density of those projects, it does not appear to have deterred new development. However, Policy H-34 calls for the City to continue to improve and streamline the development review process and to evaluate regulations to identify and reduce unnecessary impediments to housing development and affordable housing projects.

With the passage of California Senate Bill (SB) 35 Berkeley, like all California cities, has an expedited path to planning and environmental approvals for affordable housing developments meeting certain State-established criteria. In 2021, the City approved one land use entitlements for a City-funded project under the SB35 rules: 1900 Fourth Street.

The City also anticipates a reduction in barriers to affordable housing with the passage of California Senate Bill 330 (2019) which reduces the number of allowable public hearings for Housing Accountability Act (HAA) compliant projects to five. In 2021, six development projects were submitted under the provisions of SB 330.

Additionally, the City also anticipates a reduction in barriers to affordable housing with the passage of California Senate Bill 9 (2021) that promotes strategic infill growth and could provide options for

homeowners to build intergenerational wealth by allowing up to four units to be established on a single-family parcel.

The City also adopted the Adeline Corridor Plan (December 2020) which introduced a local density bonus program that incentivizes the development of affordable housing in the corridor.

In 2021, the City initiated work on update of the Housing Element (2023-2031). The Housing Element serves as a comprehensive document for everyone in the Berkeley community. Racial and social equity, and protections for vulnerable and historically impacted communities, are key factors in this update to the City's housing plan. An essential component of the Housing Element is to identify sufficient sites that can accommodate future housing needs across income levels. The Housing Element must also develop various approaches in order to meet those needs, such as zoning updates or new affordable housing requirements and programs.

**Discussion**

Not applicable.

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## AP-85 Other Actions – 91.220(k)

### Introduction:

The City of Berkeley uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Berkeley, and to coordinate activities in these areas with other entities.

### Actions planned to address obstacles to meeting underserved needs

One of Berkeley's major obstacles to meeting underserved needs is the limited amount of federal, state, and local resources available given the diversity of needs in the community and high cost of housing in the Bay Area. The City of Berkeley will continue to pursue new State and Federal resources as available to meet underserved needs.

### Actions planned to foster and maintain affordable housing

The City has several on-going programs which foster and maintain affordable housing in Berkeley:

- Rent Stabilization Program. In 1980, Berkeley residents passed the Rent Stabilization and Eviction for Good Cause Ordinance. The Ordinance regulates most residential rents in Berkeley, provides tenants with increased protection against unwarranted evictions and is intended to maintain affordable housing and preserve community diversity. In 2017 Council adopted the Tennant Protection Ordinance, to prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct.
- Affordable Housing Mitigation Fee (AHMF). This fee requires developers of new market rate rental housing to pay a fee into the Housing Trust Fund or to provide affordable apartments integrated into their development. Resulting units are affordable both to people with incomes less than 50 percent and less than 80 percent of Area Median Income (AMI). A portion of all 50% AMI units are set aside for Shelter+Care and Section 8 voucher holders. The Council adopted a formula for increasing the rate over time consistent with the Construction Costs Index (CCI).
- Condominium Conversion Ordinance (CCO). The CCO governs the conversion of rental apartments and tenancy-in-common buildings to condominiums, and other types of mutual or cooperative housing. A mitigation fee for production of permanently affordable housing is collected for each unit converted into a condominium and allocated to the Housing Trust Fund.
- Commercial Linkage Fee. The Affordable Housing Mitigation Program for commercial construction was approved on April 20, 1993. It imposes a fee on commercial new construction in which the newly constructed gross floor area is over 7,500 square feet that is allocated to the Housing Trust Fund.
- Housing Trust Fund (HTF). The City of Berkeley created its HTF in 1990 to help develop and preserve

below-market-rate housing. The HTF program pools funds for affordable housing construction from a variety of sources with different requirements, makes them available through one single application process to local developers, then monitors development and operation of the funded housing.

- Inclusionary Housing Ordinance for ownership housing. The ordinance requires developers of market rate ownership housing to include affordable ownership units or pay a fee allocated to the Housing Trust Fund.
- Relocation Ordinance. In 2011, the City of Berkeley adopted a local ordinance to prevent tenants from being permanently displaced if they must vacate their unit temporarily while repairs are completed to bring the unit into code compliance. The Ordinance requires the Owner to allow the tenants to move back into the unit once repairs are completed, and to provide financial compensation to tenants to mitigate the costs associated with being temporarily displaced.
- Mortgage Credit Certificate. MCC is a federal income tax credit that provides qualified low income homebuyers a tax credit worth up to 15 percent of their annual mortgage interest paid on their home loan. MCC recipients adjust their federal income tax withholding, which increases their take-home pay, making monthly mortgage payments more affordable. The City participates in the Alameda County MCC program.
- Senior and Disabled Loan Rehab Program. HHCS administers the program as an effort to preserve the City's housing stock and to assist low- and moderate-income senior and disabled homeowners, funded by CDBG and CalHOME. The applicants receive a zero interest loan, secured by a deed of trust on their home, which is repaid when title to the property changes hands, typically as a result of the sale of the property or inheritance by the owner's heirs.
- Fair Chance to Housing. In March of 2020, Berkeley City Council passed the Fair Chance Access to Housing Ordinance, prohibiting the use of criminal history and/or criminal background checks in the tenant selection process for rental housing.

### **Actions planned to reduce lead-based paint hazards**

The City will continue to comply with the Environmental Protection Agency's Renovation, Repair, and Painting Program in its Senior and Disabled Rehabilitation Loan Program. Similarly, organizations working with the City of Berkeley on single family rehabilitation will work with the City and Alameda County Lead Poisoning Prevention Programs to increase awareness of lead issues among their clients and incorporate lead safe work practices into their activities.

The City of Berkeley Childhood Lead Poisoning Prevention Program collaborates with the Berkeley Health, Housing & Community Services Department's State lead-certified Risk Assessor/Inspector, Project Designer, and Project Monitor. Berkeley's program also provides case management services to families with children who have elevated blood lead levels. Public Health Nursing services include outreach, health education, and follow-up with providers and families for initial blood lead levels (BLLs)

of > 4.5 and < 9.5 µg/dL; follow-up/lead poisoning consultation for initial BLLS > 9.5 and < 14.5 (potential cases) and case management for children with blood lead levels > 14.5 µg/dL.

The Alameda County Healthy Homes Department (ACHHD) also provides HUD-funded lead hazard control grants for addressing lead hazards in qualifying Berkeley pre-1978 housing units that are occupied by a low income household with a priority for units with a child under 6 living in the unit, a pregnant occupant, or a child under 6 years who visits twice a week for at least three hours each time. Since July 1, 2020, ACHHD has completed lead evaluation at one unit in Berkeley which is under contract for lead hazard repair, has approved another unit for service and has seven units in the application process. The goal of the program is to make 144 housing units lead-safe county-wide over the 42-month grant period.

ACHHD also provides lead safety and healthy housing training. For coronavirus safety, in person trainings have been suspended under the County's Shelter-In-Place orders. The ACHHD has increased traditional media, social media, and web content to continue outreach and education.

The ACHHD's outreach and education activities promote lead safety, regulatory compliance, and participation in ACHHD lead hazard control grant programs to property owners, property managers. The ACHHD coordinates lead poisoning prevention outreach activities with the City of Berkeley Public Health. ACHHD also currently provides lead-safe painting supplies kit to eligible property owners.

Outreach partners and locations for property owner presentations, staff trainings, and literature distribution have included the Berkeley Rent Stabilization Board and Permit Office, the Berkeley Housing Authority, Tool Lending Library, North Berkeley Senior Center, YMCA, Berkeley Property Owners Association, the East Bay Rental Housing Association which is in Oakland but serves Berkeley property owners, the Ecology Center, and local paint and hardware stores. The ACHHD participates in local collaborations and with partners including the Berkeley Tobacco Prevention Coalition, Bay Area Lead Programs, Berkeley Black Infant Health, Kerry's Kids, Rebuilding Together East Bay North, Habitat, and the Safe Kids Coalition.

### **Actions planned to reduce the number of poverty-level families**

The City funds a wide variety of social service programs designed to assist households with poverty level incomes. These programs include childcare and a range of services for special needs populations, which are outlined in other sections of this Consolidated Plan. This section will highlight the City's strategies to increase livable wage employment opportunities by supporting related community services and working with public and private regional partners. Strategies include:

- Funding and refinement of anti-poverty programs provided by community-based organizations and by the City. Federally funded community agency contracts are outlined in the Annual Action Plan.
- Continue implementation of the City of Berkeley's Living Wage Ordinance.
- Foster regional coordination on economic development to benefit low income Berkeley residents.

- The City of Berkeley Family Friendly and Environment Friendly Ordinance (BFFFWO) allows workers to seek a flexible or alternative work arrangements with their employer to accommodate needs such as child or elder care as well as consideration for a modified schedule to reduce environmental impacts associated with traveling to and from work.
- The City of Berkeley continues to serve as an integral partner for Berkeley's 2020 Vision, a communitywide initiative that strives to eliminate racial disparities in academic achievement in Berkeley public schools. In the face of COVID-19, the role of Berkeley's 2020 Vision shifted to focus on improving safety and equity among schools, child care and youth providers in the City of Berkeley. The City of Berkeley serves as a training and technical assistance hub for child- and youth-serving departments within the City and other child- and youth-serving agencies and programs throughout Berkeley.
- Linking homelessness and homelessness prevention programs, such as the coordinated entry system, to employment training and placement opportunities. The HRC has an employment position that primarily supports people who are literally homeless and in some cases people who were previously homeless but still receiving housing retention services.
- The City has contracted with a number of workforce development programs to provide training, education and job placement for low income, under-employed, and unemployed residents:
  - Inter-City Services provides employment, training, and education and continues to serve veterans as funded under the Governor's 15% Discretionary pool of Workforce Investment Act (WIOA) funds.
  - Biotech Partners operates the Biotech Academy at Berkeley High School, targeting youth from under-represented populations in the fields of science and technology (African American, Latino, South East Asian, and female and low-income youth) and who may be at risk of not graduating from high school.
  - The Bread Project provides training in culinary arts and bakery production, and includes the formerly incarcerated as their target population. They operate a social enterprise (wholesale bakery) that creates opportunities for trainees to obtain crucial on-the-job experience.
  - Rising Sun Center for Opportunity (formerly known as Rising Sun Energy Center) Green Energy Training Services (GETS) provides pre-apprenticeship classroom and hands-on training in the Building and Construction trades which serves as a pathway for careers in construction including green and clean technologies. Rising Sun also operates the California Youth Energy Services (CYES) program funded by the CA Public Utilities Commission, providing summer jobs for youth conducting residential energy audits.
  - Berkeley Youth Alternatives (BYA) receives WIOA funding through Alameda County Workforce Development Board (ACWDB) to provide workforce development services to in-school and out-of-school youth. The area of workforce development is a focus area for increased coordination, including establishing methods to maximize and leverage resources. BYA, utilizing city funds, provides training to disadvantaged youth in all aspects of park and landscape maintenance in addition to summer and after-school programs for children and youth.

- UC Theatre Concert Careers Pathways (UCCCP) is a nine-month program for young people ages 17-25, providing workshops and paid internships for participants to learn all aspects of live music venue production.
- Continuing the City's Local Hire policies which include the Community Workforce Agreement (CWA) between the City of Berkeley and the Building trades (created in 2011) which applies to publicly funded construction projects estimated at \$500,000 or above, and, the First Source local hiring policy which applies to both public infrastructure projects estimated between \$100,000 - \$499,999 and private development over 7,500 square feet. develop the
- The YouthWorks employment program continued its partnerships with City and nonprofit agencies. YouthWorks targets low income, at-risk youth and provides all youth with workplace skills training. City of Berkeley departments and local community agencies serve as worksites providing valuable work experience to Berkeley youth 14-25 years old.
- The City's Recreation Division of the Park, Recreation & Waterfront Department partners with the Berkeley Unified School District and YouthWorks on the Achievers Program, which provides leadership development, career exploration and peer-led tutoring. This program is also used as a stepping stone for entry into the City's YouthWorks program.
- Funded through the City's Public Works Department, the Downtown Streets Team, a non-profit organization, homeless and low-income persons volunteer to beautify commercial districts while engaging in case management and employment services.

The City's anti-poverty strategy continues to be closely tied to the funding of approximately 50 community agencies to provide services as described above to enable people in poverty to attain self-sufficiency, support at-risk youth to succeed in school and graduate, and protect the health and safety of low-income people. The City also funds anti-poverty programs with general funds for job training and creation/job placement agencies.

### **Actions planned to develop institutional structure**

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings and coordination on specific topics. The City's Health & Human Services and its Housing Departments merged in PY12. Since that time, senior leadership of all Divisions meets weekly to share information on Division activities which promotes closer coordination. For example, in PY20, the senior leadership of each Division, facilitated by the City's Homeless Services Coordinator, explored mechanisms to better coordinate housing, services, and public and mental health services. In PY21, Housing Community Services Division (HCS) increased its coordination with Berkeley Mental Health (BMH) and Aging Services (AS) Divisions to support people who were literally homeless and at risk if infected with COVID-19. This occurred through regular case conference meetings. The City's Homeless Services Coordinator moved to the City Manager's Office, resulting in increased outreach and service coordination between the HCS and the City Manager's Neighborhood Services (NS) Division. This coordination among HCS, BMH, AS and NS

Divisions will continue to support existing and new projects in PY22. The Division leadership will continue to seek opportunities to increase coordination during PY22.

**Actions planned to enhance coordination between public and private housing and social service agencies**

City staff will also continue to participate in the implementation of EveryOne Home, the countywide plan to end homelessness. EveryOne Home spearheads Alameda County’s Continuum of Care. Staff will continue to participate in the initiative’s Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community-based organizations. Leadership Board membership helps coordination efforts across the county. Staff also participates in other committees composed of other funders (such as Alameda County Behavioral Health Care Services, Social Services Agency, and the Office of Homeless Care and Coordination) as well as many community-based organizations.

Recent countywide collaboration efforts include the ongoing refinement of the Coordinated Entry System Project Roomkey hotels, and the issuance of Emergency Housing Voucher (EHV) to support permanent housing for Project Roomkey participants. The City will continue to work with County partners on CES efforts, EHV lease ups and other efforts that increase permanent housing opportunities. Lastly, the City will continue to coordinate with the County, BHA and other partners to market landlord incentive programs to increase the portfolio of available private market units.

City staff continue to collaborate with service agencies, from legal advocacy assistance, to disability rights organizations for unit modifications, the VA for VASH vouchers, and the Berkeley Housing Authority (BHA) for Mainstream and Emergency Housing vouchers. Additionally, with Project-based voucher allocations and through work with owners of Below Market Rate units, BHA has partnered with both non-profit and for-profit developers of housing in Berkeley, to house those participating in our programs. In 2021 BHA received an allocation of 51 Emergency Housing Vouchers from HUD; City staff, and community/social services partners meet twice monthly to collaborate on the lease up of these vouchers for the formerly homeless, in Berkeley.

**Discussion:**

The majority of Berkeley’s activities furthering the goals of the Consolidated Plan are provided by community agency partners. This will continue to be the case in PY22.



## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

**Introduction:**

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                                |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                            | \$250,000<br>(anticipated)         |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0                                  |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                  | 0                                  |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan                                                   | 0                                  |
| 5. The amount of income from float-funded activities                                                                                                                                           | 0                                  |
| <b>Total Program Income:</b>                                                                                                                                                                   | <b>\$250,000<br/>(anticipated)</b> |

#### Other CDBG Requirements

|                                                                                                                                                                                                                                                                                                                                                                                                   |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. The amount of urgent need activities                                                                                                                                                                                                                                                                                                                                                           | 0      |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 99.00% |

**HOME Investment Partnership Program (HOME)  
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of Berkeley uses no forms of investment other than ones described in §92.205(b).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

No homeownership or tenant-based rental assistance activities are anticipated for PY22.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

No homeownership activities are anticipated for PY22.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Berkeley's HTF Guidelines apply to any project using HOME funds to refinance existing debt. Per the Guidelines, Project owners submit funding requests to the City, or reply to the City's Requests for Proposals for funding, with the following information, among other things:

- a) As a condition precedent to funding, Owners must demonstrate an extension of affordability term. For new HOME funds invested in the Project, the minimum affordability term is the term required by 24 CFR 92 et seq., but, typically, the required extension of affordability is 55 years.
- b) As a condition precedent to funding, Owners must demonstrate that the refinancing preserves the affordable Project through rehabilitation.
  1. Minimum rehab costs/unit must correspond to at least the value identified in a current physical needs assessment to ensure that the long-term needs of the Project can be met.
  2. Typical rehab/unit costs are no less than \$10,000/unit, the minimum rehab value required by the California Debt Limit Allocation Committee Regulations.
- c) Owners indicate if their refinancing request includes new construction that adds net new units to the Project
- d) Owners provide extensive Project data, including audited financial statements, cash flows, rent

rolls, services plans, PNAs, and rehabilitation proformas to demonstrate that:

1. The project is sound financially and disinvestment has not occurred
2. The long-term needs of the Project and residents will be met by the rehab
3. The proposed rehab is financially feasible, includes no barriers to refinancing existing mortgage loans, does not include the refinancing of any existing federal or federally-insured loans, and leverages other non-federal funds to the greatest extent possible

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**Emergency Solutions Grant (ESG)  
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (Attachment 3)

The City's standards for providing ESG assistance were updated in 2020. The most recent version was attached to the 2020 Consolidated Plan Each Annual Action Plan and any subsequent amendment notification and request for public comment is sent to the Homeless and Housing Advisory Commissions for comment and dissemination. Both the Homeless and Housing Advisory Commissions are comprised of nine Council appointed community members. . The Housing Advisory Commission advises Council on housing matters in Berkeley including the Commission overseeing and advising Council on both CDBG and ESG programs and funding allocations. Berkeley's Homeless Commission advises City Council on homeless policy, program and funding recommendations and includes participation by people with lived expertise.

2. Describe performance standards for evaluating ESG.

The performance standards to be applied to ESG activities is attached as an image labeled Outcome Measures. These standards were developed in 2018 by EveryOne Home's Results Based Accountability Committee, which includes City of Berkeley staff. his matrix presents outcome standards for each type of program in the Continuum of Care. Most were established as a percentage of the average outcomes achieved by all County programs (for example, the average permanent housing placement rate of all emergency shelters) and will be adjusted over time to ensure continued improvement.

Together Priority Home Partnership and the Housing Retention program make up the housing retention and rapid rehousing segment of the City's continuum of services. The City will continue to work with EveryOne Home and community agencies to ensure that prevention and rapid rehousing funds are fully utilized and play an important role in ending homelessness in Berkeley.

**Note: See Attachment 3 for Systemwide Performance Targets for Rapid Re-Housing Services**

## Attachments

## Estimated Allocations – Attachment 1

| Attachment 1                                                          |                                   |                                               |                      |
|-----------------------------------------------------------------------|-----------------------------------|-----------------------------------------------|----------------------|
| Annual Action Plan for PY22 (FY23)                                    |                                   |                                               |                      |
| City of Berkeley CDBG, ESG and HOME Projects for 7/1/2022 - 6/30/2023 |                                   |                                               |                      |
| Proj. #                                                               | Agency                            | Project Name                                  | PY22 Allocation      |
| <b>CDBG</b>                                                           |                                   |                                               |                      |
| 1                                                                     | Center for Independent Living     | Residential Access                            | \$ 159,660           |
| 2                                                                     | Habitat for Humanity              | Housing Rehabilitation Grant Program          | \$ 250,000           |
| 3                                                                     | HHCS*                             | Loan Services                                 | \$ 70,008            |
| 4                                                                     | HHCS                              | Senior and Disabled Rehab Program             | \$ 358,048           |
| 5                                                                     | HHCS                              | Rehab Loans                                   | \$ 150,000           |
| 6                                                                     | HHCS                              | Housing Development: M/F Rehab                | \$ 488,341           |
|                                                                       |                                   | <b>Subtotal Housing Projects</b>              | <b>\$ 1,476,057</b>  |
| 7                                                                     | Bay Area Community Services       | Coordinated Entry System                      | \$ 248,419           |
| 8                                                                     | Berkeley Food and Housing Project | Men's Overnight Shelter                       | \$ 170,502           |
| 9                                                                     | Eden Housing for Hope and Opport  | Fair Housing                                  | \$ 35,000            |
|                                                                       |                                   | <b>Subtotal Public Services Projects</b>      | <b>\$ 453,921</b>    |
| 10                                                                    | HHCS                              | Community Facility Improvements               | \$ 152,908           |
| 11                                                                    | HHCS                              | PY22 Community Facility Improvement           | \$ 505,008           |
| 11.a                                                                  |                                   | Fred Finch Turning Point Facility             | \$ 377,404           |
| 11.b                                                                  |                                   | Funds available for NOFA                      | \$ 127,604           |
|                                                                       |                                   | <b>Subtotal Public Facilities Projects</b>    | <b>\$ 657,916</b>    |
| 12                                                                    | HHCS                              | CDBG Planning and Administration              | \$ 584,474           |
|                                                                       |                                   | <b>Subtotal Planning &amp; Admin Projects</b> | <b>\$ 584,474</b>    |
|                                                                       |                                   | <b>**GRAND TOTAL ALL CDBG PROJECTS</b>        | <b>\$ 3,172,368</b>  |
| <b>ESG</b>                                                            |                                   |                                               |                      |
| 13                                                                    | BACS                              | Rapid Re-Housing Project                      | \$ 69,219.01         |
| 14                                                                    | BACS                              | Emergency Shelter and Street Outreach         | \$ 140,113.80        |
| 15                                                                    | HHCS                              | Homeless Management Information System        | \$ 6,676.00          |
| 16                                                                    | HHCS                              | Program Planning and Administration           | \$ 17,514.20         |
|                                                                       |                                   | <b>GRAND TOTAL ALL ESG PROJECTS</b>           | <b>\$ 233,523.00</b> |
| <b>HOME</b>                                                           |                                   |                                               |                      |
| 17                                                                    | HHCS                              | HOME Administration                           | \$ 77,481            |
| 18                                                                    | CHDO Operating Funds              | CHDO Operating Funds                          | \$ 30,000            |
| 19                                                                    | HHCS                              | Housing Trust Fund                            | \$ 667,332           |
|                                                                       |                                   | <b>***GRAND TOTAL ALL HOME PROJECTS</b>       | <b>\$ 774,813</b>    |

Notes: \* HHCS = City of Berkeley Health, Housing & Community Services Department

\*\*Assumes \$250,000 in Program Income and \$250,000 in unused carry over funds. If additional funds become available they will be added to line 11.b, Community Facility Improvement Program NOFA

\*\*\*Assumes \$20,000 in Program Income

**Attachment 2**

Insert public notices in all three languages and proof of publication in Berkeley Voices

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PY21 City of Berkeley Annual Action Plan

Summary of Citizen Participation Outreach & Comments

Including the April 26, 2022 Virtual Public Hearing

| Meeting Type                                                                    | Mode of Outreach                                      | Target of Outreach                                        | Summary of Response/ Attendance                                                                                                                          | Summary of Comments Received                                                                                                                                                                                                                        | Summary of Comments Not Accepted and Reasons                                                                                                                                                                           |
|---------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>March 3, 2022</b><br><br><b>Public Meeting – Housing Advisory Commission</b> | Commission website                                    | General Public                                            | TBD persons in attendance and one public comment on the Annual Action Plan.                                                                              | TBD                                                                                                                                                                                                                                                 | TBD                                                                                                                                                                                                                    |
|                                                                                 | City of Berkeley Community Calendar                   |                                                           |                                                                                                                                                          |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                        |
| <b>April 26, 2022</b><br><br><b>Virtual Public Hearing</b>                      | Newspaper posting in Berkeley Voice on March 25, 2022 | General Public                                            | Several written comments received via email.<br><br>TBD persons in attendance at the April 26, 2022 Berkeley City Council hosted virtual Public Hearing. | <b>Emailed comments included:</b> TBD<br><br>TBD members of the public spoke at the April 26, 2022 public hearing on the <b>PY22 Annual Action Plan</b> in front of the City Council. Comments from the public and Council discussion included: TBD | All comments were accepted and/or addressed and will remain recorded in this report should additional HUD funds become available for public services and housing. None of the comments received resulted in changes to |
|                                                                                 | City of Berkeley Community Calendar                   | General Public                                            |                                                                                                                                                          |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                        |
|                                                                                 | Electronic flyer email distribution on April 6, 2022  | City of Berkeley Libraries                                |                                                                                                                                                          |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                        |
|                                                                                 | Electronic flyer email distribution on April 6, 2022  | City of Berkeley Commissions                              |                                                                                                                                                          |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                        |
|                                                                                 | Electronic flyer email distribution on April 6, 2022  | EveryOne Home – Alameda County Homeless Continuum of Care |                                                                                                                                                          |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                        |
|                                                                                 | Electronic flyer email distribution on April 6, 2022  | Local Businesses                                          |                                                                                                                                                          |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                        |
|                                                                                 | Electronic flyer email distribution on April 6, 2022  | Local Affordable Housing                                  |                                                                                                                                                          |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                        |

|                                  |                                                                                                                                                              |                                                                        |  |  |           |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--|--|-----------|
| <b>&amp;<br/>public noticing</b> | 2022                                                                                                                                                         | Developers                                                             |  |  | the Plan. |
|                                  | Electronic flyer email distribution on April 6, 2022                                                                                                         | Faith-based Organizations                                              |  |  |           |
|                                  | Flyers mailed to BHA week of TBD, 2022                                                                                                                       | Public Housing Residents                                               |  |  |           |
|                                  | Electronic flyers distributed to Recreation Centers on April 6, 2022                                                                                         | South & West Berkeley                                                  |  |  |           |
|                                  | Electronic flyers distributed to Affordable Housing Development on April 6, 2022                                                                             | Residents of Affordable Housing                                        |  |  |           |
|                                  | Electronic flyers distributed to over 50 non-profit agencies serving low-income people on April 6, 2022                                                      | Low-income Population, including seniors and persons with disabilities |  |  |           |
|                                  | Electronic flyers at two Berkeley Senior Centers on April 6, 2022                                                                                            | Seniors                                                                |  |  |           |
|                                  | TBD, 2022 notice of public hearing released through City's Public Information Office including email distribution list, news webpage, Nextdoor, and Twitter. | General public                                                         |  |  |           |



Attachment 3

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| Attachment 1                                                          |                                   |                                               |                      |
|-----------------------------------------------------------------------|-----------------------------------|-----------------------------------------------|----------------------|
| Annual Action Plan for PY22 (FY23)                                    |                                   |                                               |                      |
| City of Berkeley CDBG, ESG and HOME Projects for 7/1/2022 - 6/30/2023 |                                   |                                               |                      |
| Proj. #                                                               | Agency                            | Project Name                                  | PY22 Allocation      |
| <b>CDBG</b>                                                           |                                   |                                               |                      |
| 1                                                                     | Center for Independent Living     | Residential Access                            | \$ 159,660           |
| 2                                                                     | Habitat for Humanity              | Housing Rehabilitation Grant Program          | \$ 250,000           |
| 3                                                                     | HHCS D*                           | Loan Services                                 | \$ 70,008            |
| 4                                                                     | HHCS D                            | Senior and Disabled Rehab Program             | \$ 358,048           |
| 5                                                                     | HHCS D                            | Rehab Loans                                   | \$ 150,000           |
| 6                                                                     | HHCS D                            | Housing Development: M/F Rehab                | \$ 488,341           |
|                                                                       |                                   | <b>Subtotal Housing Projects</b>              | <b>\$ 1,476,057</b>  |
| 7                                                                     | Bay Area Community Services       | Coordinated Entry System                      | \$ 248,419           |
| 8                                                                     | Berkeley Food and Housing Project | Men's Overnight Shelter                       | \$ 170,502           |
| 9                                                                     | Eden Housing for Hope and Opportu | Fair Housing                                  | \$ 35,000            |
|                                                                       |                                   | <b>Subtotal Public Services Projects</b>      | <b>\$ 453,921</b>    |
| 10                                                                    | HHCS D                            | Public Facility Improvements                  | \$ 152,908           |
| 11                                                                    | HHCS D                            | PY22 Public Facility Improvement Program      | \$ 505,008           |
| 11.a                                                                  |                                   | Fred Finch Turning Point Facility**           | \$ 377,404           |
| 11.b                                                                  |                                   | Funds available for NOFA                      | \$ 127,604           |
|                                                                       |                                   | <b>Subtotal Public Facilities Projects</b>    | <b>\$ 657,916</b>    |
| 12                                                                    | HHCS D                            | CDBG Planning and Administration              | \$ 584,474           |
|                                                                       |                                   | <b>Subtotal Planning &amp; Admin Projects</b> | <b>\$ 584,474</b>    |
|                                                                       |                                   | <b>***GRAND TOTAL ALL CDBG PROJECTS</b>       | <b>\$ 3,172,368</b>  |
| <b>ESG</b>                                                            |                                   |                                               |                      |
| 13                                                                    | BACS                              | Rapid Re-Housing Project                      | \$ 69,219.01         |
| 14                                                                    | BACS                              | Emergency Shelter and <b>Street Outreach</b>  | \$ 140,113.80        |
| 15                                                                    | HHCS D                            | Homeless Management Information System        | \$ 6,676.00          |
| 16                                                                    | HHCS D                            | Program Planning and Administration           | \$ 17,514.20         |
|                                                                       |                                   | <b>GRAND TOTAL ALL ESG PROJECTS</b>           | <b>\$ 233,523.00</b> |
| <b>HOME</b>                                                           |                                   |                                               |                      |
| 17                                                                    | HHCS D                            | HOME Administration                           | \$ 77,481            |
| 18                                                                    | CHDO Operating Funds              | CHDO Operating Funds                          | \$ 30,000            |
| 19                                                                    | HHCS D                            | Housing Trust Fund                            | \$ 667,332           |
|                                                                       |                                   | <b>****GRAND TOTAL ALL HOME PROJECTS</b>      | <b>\$ 774,813</b>    |

**Notes:** \* HHCS D = City of Berkeley Health, Housing & Community Services Department

\*\*An additional 10% may be added to the Fred Finch Turning Point Facility as long as the remaining funds for the Public Facility NOFA are at least \$100,000.

\*\*\*Assumes \$250,000 in Program Income and \$250,000 in unused carry over funds. If additional funds become available they will be added to line 11.b, Community Facility Improvement Program NOFA

\*\*\*\*Assumes \$20,000 in Program Income

# City of Berkeley



## Emergency Solutions Grant Policies and Procedures Manual with ESG-CV Addendum

ESG Policies and Procedure Manual

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## **Introduction**

The Emergency Solutions Grant (ESG) is a federal program administered by the US Department of Housing and Urban Development (HUD) and provides funding to eligible entities to address homelessness. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) significantly amended the legislation which authorizes the ESG program, updating and adding new requirements for compliance.

The ESG funds are distributed nationally to entitlement jurisdictions based on an approved HUD formula. The City of Berkeley (COB), an entitlement jurisdiction, receives the funding directly from HUD. The COB uses a competitive community agency request for proposal (RFP) process to select local organizations to carry out eligible programs and activities with the ESG funds.

Berkeley's ESG Policies and Procedures Manual is used to administer and implement eligible programs and activities including: Street Outreach, Emergency Shelter, Rapid Rehousing and Prevention Services. This manual includes the Priority Home Partnership Manual adopted by the County in 2014.

The City of Berkeley allocates the majority of its ESG funds to nonprofit agencies, known as "subrecipients", to carry out eligible activities.

This manual provides the policies and procedures to comply with federal requirements and locally established implementation policies which the COB has adopted to meet its responsibilities as a recipient of funding. Questions regarding any content of this manual should be directed to Kristen Lee in the Housing and Community Services Division of the City of Berkeley's Health, Housing and Community Services Department.

## ***Interim Guidelines***

The ESG Program requires that the Continuum of Care (CoC) develop and implement a centralized or coordinated assessment system, and a set of written standards for CoC and ESG funded activities. Once coordinated assessment is established, each ESG-funded program or project must use the assessment system, and recipients and subrecipients must work with the CoC to ensure that screening, assessment and referral of program participants are consistent with the written standards required for the ESG programs. Recipients should have prioritization policies in place that outline the process by which the agency will prioritize the most in need of services through its Coordinated Entry System (CES) process

A complete version of the ESG Interim Regulations can be found here:

[https://files.hudexchange.info/resources/documents/24CFRPart91\\_11.21.11.pdf](https://files.hudexchange.info/resources/documents/24CFRPart91_11.21.11.pdf)

## ***Structure of the Manual***

This manual is for ESG recipients, subrecipients, and interested parties. It provides detailed descriptions of eligible activities and costs, reporting requirements and steps that will be taken to determine eligibility, calculate financial assistance, recertify for eligibility, provide support and terminate ESG assistance for homeless prevention, street outreach, emergency shelter, rapid rehousing and prevention. Required and/or recommended forms and documents are provided in an Appendix of Forms and Documents at the end of the manual.



A document icon appears by every form that is referred to and clicking on the [highlighted hyperlinks](#) on the names of the form will take the reader directly to the referenced documents in the Appendix.

Some key forms and information are entered into the county-wide Homeless Management Information System (HMIS). Forms that are provided by HMIS are not included in this manual.

### ***HUD Homelessness Definition***

While HUD outlines four categories of eligible beneficiaries, the City of Berkeley targets its ESG funds to support households in Category 1 and 4 below.

### ***Category 1 – Literally Homeless***

An individual or family who lacks a fixed, regular, and adequate nighttime residence. This includes

households with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation (such as a car, park, abandoned building, bus or train station) or who are living in a supervised, publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs). An individual who is exiting an institution where s/he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution also qualifies.

### ***Category 4 – Fleeing/attempting to flee domestic violence***

Defined as fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks (e.g. family, friends, faith-based or other social networks) to obtain other permanent housing.

## Program Manual

The City of Berkeley funds programs that meet the following objectives: (1) engage homeless individuals and families living on the street; (2) provide emergency shelters for homeless individuals; (3) provide essential services to shelter residents, (4) rapidly rehouse homeless households. Subrecipient contracts include detailed scope of services, which may include the eligible program components, summarized below. For a more detailed description of eligible categories see Section I.

### 1. **Street Outreach**

Essential Services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing or critical services, and provide them with urgent, non-facility-based care.

Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, see 24 CFR 576.101.

### 2. **Emergency Shelter**

Essential Services for individuals in emergency shelter. Component services generally consist of case management, and linkages to employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation.

Shelter Operations include maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings. For specific requirements and eligible costs, see 24 CFR 576.102

### 3. **Rapid Re-Housing**

Housing relocation and stabilization services and short-term and/or medium-term rental assistance as necessary to help individuals or families living in an emergency shelter or other place described in HUD's homeless definition found in the appendix of this document, move as quickly as possible into permanent housing and achieve stability in that housing. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirement and eligible costs, see 24 CFR 576.104, 576.105, and 576.106.

The City of Berkeley also uses ESG to fund the two eligible activities below:

### 4. **Homeless Management Information System (HMIS)**

Grant funds may be used for certain Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107. More fully discussed on Page 25.

### 5. **Administration**

Up to 7.5% of recipient's fiscal year grant can be used for administrative activities, such as general management, oversight, coordination, and reporting on the program. For specific



requirements and eligible costs, see 24 CFR576.108. More fully discussed on Page 25-26.

## **Section I. Eligible Activities**

### **Street Outreach CFR576.101**

Providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services, and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.

**1. Eligible Uses and Costs:** As evidenced and tracked by agency quarterly program reports, statements of expense, and general ledgers.

#### **A. Engagement**

Activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connects with homeless assistance programs and/or mainstream social services and housing programs

- Initial assessment of needs and eligibility
- Providing crisis counseling
- Addressing urgent physical needs
- Meals, blankets, clothes, toiletries
- Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs.
- Emergency shelter, transitional housing community-based services, permanent supportive housing, and rapid re-housing programs.

#### **B. Case Management**

Assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.

- Using the centralized or coordinated assessment system
- Conducting initial evaluation
- Verifying and documenting eligibility, counseling, developing, securing and coordinating services, obtaining Federal, State, and local benefits, monitoring and evaluating program participants progress, providing information and referrals to other providers, and developing an individualized housing and service plan, including planning a path to permanent housing ability

#### **C. Emergency Health Services**

- Direct outpatient treatment of medical conditions that are provided by licensed medical professionals operating in community-based settings, including streets, parks and other places where unsheltered homeless people are living.
- Assessing a program participant's health problems and developing a treatment plan
- Assisting program participants to understand their health needs

- Providing medication and follow-up services
- Funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area
- Must be of an emergency nature

#### ***D. Emergency Mental Health Services***

Outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

- Application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances
- Crisis interventions
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems
- Funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community
- Must be of an emergency nature

#### ***E. Transportation***

Costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that, this travel takes place during the provision of service eligible under Street Outreach

- Costs of transporting unsheltered people to emergency shelters or other service facilities
- Cost of program participant's travel on public transportation
- Mileage allowance for service workers to visit program participants, using their own vehicle
- Travel costs of staff to accompany or assist program participants to use public transportation
- May only be provided to and from another eligible service

#### ***F. Services for Special Populations***

- Provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under Street Outreach as per paragraphs (a)1) through (a)5) of 24CFR76.101.

## **2. Eligible Beneficiaries for Street Outreach**

Provided to individuals or families defined as Homeless under the following categories:

- Category 1 – Literally Homeless is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence. This includes households with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation (such as a car, park, abandoned building, bus or train

station) or who are living in a supervised, publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, hotels and motels paid for by charitable organizations or by federal, state, or local government programs). An individual who is exiting an institution where s/he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution also qualifies.

- Category 4 – Fleeing/Attempting to Flee DV is defined as fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks (e.g. family, friends, faith-based or other social networks) to obtain other permanent housing.
- Must be living on the streets or other places not meant for human habitation and be unwilling or unable to access services in emergency shelter.

## Section II. Emergency Shelter *CFR576.102*

Providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters, While HUD authorizes additional essential services, the City of Berkeley primarily funds the below activities:

- 1. Eligible Beneficiaries: *Emergency Shelter*** can be provided to individuals or families defined as Homeless under the following categories:

Category 1 - Literally Homeless

Category 4 - Fleeing/Attempting to Flee DV

**Referral System:** The North County Coordinate Entry System Housing Resource Center (HRC) operator will refer households who meet the above criteria to available shelter beds. The HRC will ask the household a series of questions that will: 1) confirm housing status falls within Category 1 or 4; 2) determine need for follow-up assessment and linkage to other available resources, i.e. Rapid Rehousing, Permanent Supportive Housing, etc. and 3) interest in a shelter referral. These referrals will be made primarily through street outreach teams but may also be made through the North County HRC. All shelters in Berkeley adhere to the [Alameda County Shelter Standards](#), which outline policies and procedures for admission and discharge. As of 2017, emergency shelters in Berkeley have removed length of stay requirements.

**Care Coordination:** Shelter operators will attend two North County CES case conferences a month to discuss needs and coordinate services for participants staying in the shelter. Eligible participants will have access to rapid rehousing funds and services to assist them in existing to permanent housing as quickly as possible.

**HMIS Documentation:** All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31.
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

- 2. Eligible Uses and Costs:** As evidenced and tracked by agency quarterly program reports, statements of expense, and general ledgers.

**a. Case Management**

- The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant
- Using the centralized or coordinated assessment system
- Conducting the initial evaluation, including verifying and documenting eligibility
- Counseling
- Developing, securing, and coordinating services and obtaining federal, state and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking
- Developing an individualized housing and service plan, including planning a path to permanent housing stability
- Referrals and linkages to child care, education services, substance use and legal services

**b. Employment Assistance and Job Training**

- Classroom, online, and/or computer instruction
- On-the-job instruction
- Services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential
- Learning skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates
- Employment screening, assessment, or testing
- Structured job skills and job-seeking skills
- Special training and tutoring, including literacy training and prevocational trainings
- Books and instructional material
- Counseling or job coaching
- Referral to community resources

**c. Outpatient Health Services**

- Direct outpatient treatment of medical conditions and are provided by licensed medical professionals
- Assessing a program participant's health problems and developing a treatment plan
- Assisting program participants to understand their health needs
- Providing directly or assisting program participants to obtain appropriate emergency medical treatment, preventive medical care, and health maintenance services, including emergency medical services
- Providing medication and follow-up services
- Preventive and non-cosmetic dental care

- Funds may be used only for these services to the extent that other appropriate health services are unavailable within the area

#### **d. Life Skills Training**

- Costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness
- Must be necessary to assist the program participant to function independently in the community
  - Budget resources, management money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting

#### **e. Mental Health Services**

- Outpatient treatment by licensed professionals of mental health conditions
- Application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances
- Family and marital relationships, parent-child problems, or symptom management
- Crisis interventions, individual, family, or group therapy sessions
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems
- Funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community

### **3. Eligible Costs**

#### **a. Transportation**

- Costs of a program participant's travel to and from medical care, employment, child care, medical care, employment, child care, or other eligible essential services facilities
- Cost of a program participant's travel on public transportation
- Mileage allowance for services workers to visit program participants, while utilizing their own vehicles
- Travel costs of staff to accompany or assist program participants to use public transportation

#### **b. Operations**

- Maintenance
- Rent
- Security

- Fuel
- Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies necessary for shelter operation
- Hotel/Motel vouchers

**c. Maintenance**

- Cost of minor or routine repairs to shelter building
- Cleaning
- Minor or routine repairs of furnishings, equipment, and fixtures
- Protective or preventative measure to keep a building, its systems, and its grounds in working order
- Professional services for:
  - Heating/cooling system
  - Plumbing
  - Electrical
  - Pest Control
  - Lawn Care
  - Snow Removal

**d. Rent**

- Cost of rent payment for the use of building to provide emergency shelter

**e. Security**

- Cost of equipment in order to secure shelter building
- Security System
- Locks
- Safety equipment

**f. Fuel**

- Cost of fuel for use of shelter vehicle to transfer shelter residents in order to provide services and connect with community resources

**g. Insurance**

- Cost of property insurance for shelter building

**h. Utilities**

- Cost of providing utilities for shelter building
- Electricity
- Gas
- Water
- Landline telephone service

**i. Food**

- Cost of providing food to shelter residents

**j. Furnishings**

- Cost of furnishings for shelter building
- Beds
- Tables
- Chairs
- Other reasonable furniture to provide comfortable accommodations to shelter residents

**k. Equipment**

- Cost of reasonable equipment to allow for activities of shelter to continue functioning
- Equipment to allow for the following activities to function:
  - Food preparation/distribution
  - Cleaning/Sanitation
  - Laundry

**l. Supplies**

- Cost of supplies necessary for the operation of the emergency shelter
- Paper products
- Kitchen supplies
- Bathroom supplies

**4. Client Documentation (Emergency Shelter)****A. Forms**

- Agency is able to create own forms as long as the documentation requirement is met

**B. Client Documentation: Intake/Eligibility Documentation**

- Documentation of initial evaluation to determine the eligibility of each individual or family's eligibility for ESG program
- Documentation of homeless status
- ESG-213, 214, 215 forms
- Required form



- HMIS Consent Form
  - Required form
- c. ***Case Management Documentation***
- Documentation of case management services
  - Documentation of housing plan for stability in permanent housing
  - Documentation of connecting participants to mainstream and other resources for supportive services

## Section III. Homeless Prevention and Rapid Rehousing

### A. Participant Eligibility

To be eligible to receive ESG prevention or rapid rehousing assistance, participant households in Alameda County must meet both national and local requirements, and this eligibility must be documented with an application and supporting documentation kept in a client file. These requirements include:

- Participants must be homeless or at imminent risk of homelessness, per the applicable HUD definitions in the ESG regulation (§576.2) supported by documentation;
- Participants must be one of the locally targeted populations for the program, as specified on the application and eligibility determination form;
- Participants must be willing to participate in the program and to meet the terms of a self-developed Housing Stability Plan;
- Participants may not have already received 24 months of ESG assistance during the past 36 months (§576.105(c));
- Participants must meet the local asset policy, including having cash or equivalent assets of less than \$2,000 per single individual and \$3,000 per couple;
- Participants receiving prevention assistance must have incomes at or below 30% of the Area Median Income (§576.103).

### B. Eligibility for Rapid Rehousing

Rapid rehousing provides financial assistance and supportive services to individuals or families that are literally homeless, staying in shelter or transitional housing or on the streets or other places not suitable for human habitation, or exiting institutions and having entered from one of these locations. Eligibility for rapid rehousing includes those fleeing domestic violence who are living in one of the places named above.

In keeping with the intentions of the program, rapid rehousing assistance will be used primarily to serve households that are:

1. Adults or family households able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG financial assistance anticipated to be of six months or less duration;
2. Adults or family households able to be rehoused rapidly with an ongoing subsidy from another source anticipated within six months of ESG program participation
3. Transition-age youth, especially those recently discharged from foster care, who are able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG assistance of eighteen months or less duration.

### C. Eligibility for Prevention Assistance

Prevention assistance will be directed to persons who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2). Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for ESG prevention to be provided to those categorized as “at-risk” but not necessarily at “imminent risk”, Alameda County ESG programs will target prevention services specifically to those that are at “immediate risk” defined as:


- An individual or family who will imminently lose their primary nighttime residence, provided that:
- the primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;
- no subsequent residence has been identified; and,
- the individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

Within the category of “imminent risk” special attention and outreach will be done to target those households that are:

- doubled up with family and friends, must move within 14 days and are seeking to enter shelter;
- living in a hotel or motel using their own resources, must leave within 14 days, and are seeking to enter shelter;
- living in their own housing, are being evicted for non-payment of rent, must leave within 14 days, and are seeking shelter;
- fleeing domestic violence;
- imminently leaving foster care, or have recently left foster care and are at imminent risk of losing their current housing.

### D. Eligibility Determination

Program operators must determine that potential participants are eligible for assistance, and document this eligibility, including verifying income and housing status. The Program Application and Eligibility Determination Form contains key questions and documentation requirements.

 A copy of the [ESG Program Application and Eligibility Determination Form](#) can be found in the Appendix. This document and all supporting documentation should be placed in the Participant’s File. A cover sheet for participant files with a list of program documents can be found [here](#).

**Ineligible applicants:** If a household is assessed and determined to be ineligible, the program operator must notify the household that they have been determined to be ineligible, provide them with appropriate referrals which should be noted on the application form, and create a client file documenting the assessment process and determination.

## E. Enrollment

Once found eligible, to enroll the head of household must sign the ESG Participation Agreement complete the HMIS ROI and staff must complete an HMIS Standard Intake Form (SIF) for all household members.



A copy of the [ESG Program Participation Agreement](#) can be found in the appendix, immediately following the Application form.

☑ The HMIS Release of Information (ROI), and the Standardized Intake Form (SIF) are developed and updated by the staff at Alameda County Housing and Community Development Department, in accordance with HUD regulations. Housing Agency staff must ensure that the forms in use are the most recent ones, as HUD and local requirements change periodically. If you are unsure that the forms are the most recent, email [HMIS@acgov.org](mailto:HMIS@acgov.org).

## F. Budget and Housing Stability Plan

The purpose of ESG Prevention and/or Rapid Rehousing assistance is to provide the support necessary to help the household retain or gain housing in the shortest period of time possible. Critical to being able to retain the housing is a budget and a housing plan. The budget is also needed to determine the amount of financial assistance to be provided.

The Housing Stability Plan should be updated as frequently as necessary to reflect changing situations. Once a participant has moved into housing, the housing specialist and participant should prepare a new Housing Stability Plan that emphasizes those steps or actions needed to retain housing.



A [Sample Budgeting Worksheet](#) and a sample [Housing Stability Plan](#) format can be found in the Appendix of Forms. **ESG-funded programs may use another version of these forms if approved by the recipient.** Be sure to make a copy of the Budget and Housing Plan for the participant and insert a signed copy in the participant's file.

## G. Financial Assistance for Housing

### • Eligible Financial Assistance Expenses

The ESG program has the ability to provide temporary financial assistance to participants on a short or medium-term basis. This assistance may include:

- **Security Deposits:** The housing agency may provide a maximum of two times the monthly rent for a unit as a security deposit to assist a participant to secure housing. At such time as the participant may leave the unit and the landlord return all or part of the deposit to the participant, the participant may retain any balance to use toward a new housing situation.
- **Utility Deposits:** If, in order to begin utility service, the household must provide a deposit to a utility company, the program may assist with this deposit.

**H. Rental Assistance payments:** If the participant cannot currently afford to rent a unit in the community but is reasonably anticipated to have sufficient income, either through employment or benefits, within approximately six months the program may provide a rental subsidy for the participant. Such subsidies will be as low as possible:

- If the participant has an income he/she is expected to contribute at least 50% of his/her

income toward the rent, unless the participant is expected to receive a permanent housing subsidy within approximately six months, in which case the participant may pay only 30% of their income. Documentation of the expectation of a permanent subsidy should be included in the file.

- If the participant has no income, the program may subsidize the entire rent for the first three months.
- Rental assistance may be conditioned on the participant fulfilling his or her agreements as part of the Housing Stability Plan and is never offered for more than three months at a time. To continue rental assistance after three months, the program must recertify the participant.

See Section [6: Three Month Reassessment of Eligibility](#)

- **Past due rent arrears:** If in order for a household to retain their housing they must pay past due rent the program will cover up to three months of rent arrears not to exceed \$3,000
- **Past due utility arrears:** In rare cases, the ESG program will provide funding for past due utilities. The program will only provide such funding for prevention clients if failure to do so will result in the loss of utilities and under the terms of the participants lease this would be grounds for eviction. The program will only provide utility arrears assistance to rapid rehousing clients if utility arrears mean that then household will be unable to establish utility service in their new housing.
- In addition, ESG funds may be used to cover the costs of rental applications provided this is a fee that is charged by the owner to all applicants.

#### I. Determining the Amount of Financial Assistance

- The amount of financial assistance is determined by the amount needed to secure the housing and by the amount of contribution the household is able to make toward the housing costs.
- For one-time costs, such as security deposits, and rent and utility arrears, the program will pay the entire amount if the household will have less than 50% of income available after paying rent, the household's budget does not contain any disposable income, and the household assets are less than
- \$500.00. If the household has assets greater than \$500, and/or the household budget indicates income is available to make a portion of the payment, the household should be required to provide a portion of the deposit and/or arrears. The household's payment may be made through a payment plan with the landlord or utility company if that is possible.
- With supervisor approval, households may be permitted to contribute less toward the rent for a brief period to cover other extraordinary costs. The program may pay the entire rent on behalf of households that have no income.



The [ESG Financial Assistance Calculation Form](#) can be found in the appendix. The program should complete the form with the participant and the participant should sign it. This calculation needs to be prepared every three months for households receiving medium-term rental assistance.

All financial assistance provided must be recorded in HMIS.

#### J. Supportive Services and Connection to Mainstream Resources

- Whether covered by ESG funds or other sources, ESG programs are expected to assist clients with housing stability case management and with housing search and placement services as needed.
- Housing stability case management includes:
  - Conducting the official evaluation of eligibility and need, including verifying and documenting eligibility
  - counseling
  - developing, securing, and coordinating services and assistance in obtaining Federal, state and local benefits
  - monitoring and evaluating participant progress;
  - providing information and referral to other providers;
  - developing an individualized housing plan to permanent housing stability; and
  - conducting reevaluations.


These services may not exceed 30 days during the period the program participant is seeking permanent housing, and may be provided for up to a total of 24 month within a 36-month period.

- While providing prevention or rapid rehousing financial assistance, the program must ensure that the participant meets with a case manager not less than once per month to assist the participant in ensuring long- term housing stability. Case management should be provided more frequently if needed.
- Housing search assistance are those services intended to assist program participants in locating, obtaining, and retaining suitable permanent housing, and are expected to be offered to all participants receiving rapid rehousing assistance or prevention assistance that includes moving to another unit. These include:
  - assessment of housing barriers, needs, and preferences;
  - development of a plan for locating housing;
  - housing search;
  - outreach and negotiations with landlords; and
  - assistance with submitting rental applications and understanding leases.

### ***K. Links to Mainstream Services***

As part of the stability case management, each participant is expected to be assisted, as needed to obtain other services and mainstream benefits including:

- appropriate supportive services including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, and
- other federal, state, local, and private assistance available to assist the program participant in obtaining housing stability, including
- Medi-Cal or other medical insurance
- TANF
- Food Stamps/Supplemental nutrition assistance (SNAPS)
- WIC
- Unemployment insurance
- SSI/SDI
- Child and adult care food program
- Other mainstream programs from which the household could benefit

 While no specific form is provided for this documentation, all case management meetings must be documented in the participant file, and/or in the HMIS case management module. Documentation should include evidence of assistance provided to obtain mainstream resources and the results of that assistance. Subrecipients are encouraged to check with the recipient for approval of documentation.

### ***L. Legal Services***

- ESG funds may be used for legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides. More detail on eligible legal services activities can be found at (§576.102 (a)(1)(vi) and (§576.105(b)(4).
- While legal services providers that do not provide financial assistance are not required to complete the financial assistance calculation form, they must ensure that all households assisted meet program eligibility ([Section 1](#) above) including completing the application for assistance to document participant eligibility, and must ensure that the units assisted meet the habitability standards in [Section 5](#) below.

### M. Housing Unit Requirements

In addition to the household being eligible, the unit to be assisted must also meet eligibility requirements. These include that the rent is both reasonable and at or below the Fair Market Rent market rent, and that the unit meets habitability standards.

#### **Rent Reasonableness and Compliance with Fair Market Rent**

- ESG programs must perform both a rent reasonableness determination and document that the rent falls at or below the Fair Market Rent on every unit assisted, whether for prevention or rehousing.
- “Rent reasonableness” means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.
- To make this determination, the recipient or subrecipients should consider:
  - the location, quality, size, type, and age of the unit; and
  - any amenities, housing services, maintenance and utilities to be provided by the owner.
  - Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). NOTE that not every element in the suggested list of nine things to check for must be known to establish a comparable unit. See more guidance at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_11753.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11753.pdf)
- The Fair Market Rent (FMR) is a benchmark established by HUD for regions. For ESG, the FMR is the maximum rent permitted even if other similar units rent for more.

| <b>Final FY 2020 FMRs By Unit Bedrooms</b> |             |             |               |              |
|--------------------------------------------|-------------|-------------|---------------|--------------|
| Efficiency                                 | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
| \$1,545                                    | \$1,875     | \$2,335     | \$3,215       | \$3,945      |

Source: <http://www.huduser.org/portal/datasets/fmr.html>

The above chart displays the Fair Market Rents applicable during FY2020. Fair Market Rents are updated and published by HUD every year. Programs must ensure that they are using the FMR’s in effect at the time of their determination.



A copy of a [Rent Reasonableness and FMR Certification](#) form can be found in the forms appendix. Subrecipients may use an alternative rent reasonableness determination form meets the requirements of the ESG regulations §576.106 and has been approved by the ESG recipient.



## ***n. Housing Inspection***

In order to ensure that ESG funds are used in housing that meets minimum habitability standards, an inspection must be performed on every unit assisted, whether for prevention or rehousing. This inspection includes compliance with the Lead Paint Poisoning Prevention Act.



A copy of a suggested [Habitability Standards Inspection](#) Form can be found in the forms appendix. Subrecipients may use an alternative inspection form as long as it covers all of the topic areas required under ESG regulations §576.403 and has been approved by the ESG recipient.

## ***o. Rental Assistance Agreement***

- Relationships with landlords are a central component of the program. The housing specialist assists both the participant and the landlord to make the housing successful.
- Once a unit has been identified and inspected, the housing agency must ensure that:
  - The tenant receives a written lease or rental agreement from the landlord which clearly outlines the terms of tenancy and conforms with applicable California and local law; and
    - a) The landlord is apprised of the nature of the program, the anticipated support to the participant, the obligations of the landlord, and the manner in which the landlord may contact the program if there are concerns.
- At a minimum, the housing agency will provide the landlord with a copy of the Rental Assistance Agreement Letter describing the program and outlining the basic support the participant is anticipated to receive. The landlord must sign the letter and return it to the agency. Some agencies may prefer to use a contract or housing assistance payments (HAP) agreement that outlines in greater detail the rights and obligations of the parties. Use of such an agreement is fine if it covers all requirements in the ESG regulations §576.106 and has been approved in advance by the ESG recipient.

In order to determine that the landlord named on the lease is the legitimate owner of the property, the housing agency will use a database service, such as Realquest, or another manner to verify and document the ownership. In addition, the housing agency shall collect a W-9 from the landlord or property management agency and follow all IRS reporting requirements.



A copy of the [Rental Assistance Agreement Letter](#) is included in the appendix. A copy of this letter or an acceptable substitute agreement should be kept in the participant's file, along with a copy of the tenant's lease and printout from the database used to verify the ownership of the unit and a copy of the W-9. The original W-9 must be given to the housing agency's finance division.

## ***p. Three Month Reassessment of Eligibility***

Any participant who receives more than three months of assistance from the program needs to be formally reassessed. This is distinguished from the more frequent check-ins and meetings with the

client, which should occur frequently and as needed, and are recorded in case notes.

During the reassessment process, the program is, at a minimum, confirming:

- The participant has not received more than 24 months of assistance, including any arrears coverage.
- The participant's income level is such that there is still a need to provide financial assistance in order to maintain housing stability, and income is not greater than 30% of the Area Median Income (AMI)
- The participant is making documented progress on their housing plan and taking the steps needed towards housing stability without program financial assistance.
- The participant lacks the financial resources or support networks to secure their housing without continued assistance.

The three-month reassessment is also used to update the participant's HMIS record with current information about housing and income.

Once the three-month reassessment of eligibility is completed, the household should be notified whether they will continue to receive assistance or not, including signing the reassessment form. If continuing to receive assistance, new documents, including an updated housing stability plan, budget and financial assistance calculation should be prepared and discussed with the client.



A copy of the [Three Month Reassessment of Eligibility](#) is included in the appendix. The Reassessment requires updated documentation of income, which should be attached to the form and included in the file.

☐ Key pieces of information from the Three-Month Reassessment Form, including any change in income or address is to be entered into HMIS. (In the future, the Three-Month Reassessment may be an HMIS provided form.)

#### **Q. Termination of Housing Assistance or Program Participation**

- Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

#### **R. Termination of Housing Assistance or Program Participation**

- Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of

his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

- If a program participant is found to be violating the participation agreement, reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services. Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.
- If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.
- Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor within the agency. This request must be made in writing and must be reviewed the request within 14 calendar days. A written notice of the final decision will be issued to the participant.
- The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of the Program Manager.



A sample [Notification of Termination of ESG Assistance](#) is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402 and has been approved by the ESG recipient.

### ***s. Grievances and Appeals***

ESG subrecipients must notify participants of the agency's grievance policy at the time of program enrollment, including providing them with a written copy of the policy and keeping a copy of a signed version of the policy or other notification in the participant file. Housing agencies will follow their agency grievance and appeals process, through to the level of the highest ranking staff member of the agency or as may be otherwise specified in the agency's approved policy and procedures.

If there is a grievance specific to the ESG that has not been resolved through the agency grievance process, ESG program participants may appeal to the local recipient. Recipients will follow their appeal process.

### **T. Program Exit**

Upon completion or termination of the program, all members of the household should be exited in HMIS. Information including household income, final address and housing status should be recorded and updated.



The Exit Form is an HMIS-provided form. A printed copy of the form(s) should be kept in the participants file and all data entered into HMIS.

## Section IV. Housing Management Information System (HMIS)

### CFR 576.107 [ESG-Program-HMIS-Manual.pdf](#)

ESG funds may be used to pay for the costs of participating in and contributing to the Homeless Management Information Systems (HMIS) designated by the Continuum of Care for the area.

#### 1. Eligible Costs

- a. The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:
  - Purchasing or leasing computer hardware, purchasing software or software licenses, purchasing or leasing equipment, including telephones, fax machines, and furniture
  - Obtaining technical support
  - Leasing office space, charges for electricity, gas, water, phone service, and high speed data transmission necessary to operate or contribute data to HMIS
  - Paying salaries for operating HMIS that can include data entry, monitoring and reviewing data quality, data analysis, training staff on using HMIS or comparable data base, implementing and complying with HMIS requirements, paying for staff to attend HUD-sponsored and HUD- approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; paying staff travel costs to conduct intake, paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. (The HMIS Lead
  - is the entity designated by the Continuum of Care to operate the area HMIS
  - If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on the data. Note: information entered into a comparable database must not be entered directly into or provided to an HMIS.
  - Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS

## Section V. Administration

### CFR 576.108

#### a. Eligible Costs

- The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 576.101 through 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:
  - General Management, oversight and coordination and can include salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging these costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following: program budgets, schedules and amendments; developing systems for assuring compliance, developing interagency agreements and agreements with subrecipients; monitoring; reporting and preparing other documentation directly related to the ESG program for submission to HUD; coordinating resolution of audit and monitoring findings; evaluating program results; managing and supervising persons whose primary responsibilities with regard to the program as those described in (a)(1)(i)(A) through (G) of this section; travel costs incurred for monitoring; administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
  - Training on ESG requirements. Costs of providing training on ESG requirements and attending HUD-sponsored ESG training.
  - Consolidated plan. Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
  - Environmental Review. Costs of carrying out the environmental review responsibilities under 576.407

**b. Sharing Requirements**

If recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations. If the recipient is a territory, metropolitan city, or urban county, the recipient **may share** its funds for administrative costs with its subrecipients.

## Section VI. City of Berkeley Monitoring of Subrecipients

The City of Berkeley require Sub-recipients to submit the below program and fiscal reports on a quarterly basis in the City of Berkeley's online contracting system:

- Program Report with client demographics
- Homeless Management Information Systems Program Report with outcomes
- Annual Status Report for CDBG/ESG/HOME funded projects only
- Advance Payment Request Form
- Statement of Expense

At the end of the fiscal year subrecipients must submit a year-end general ledger and profit and loss statement that supports the year-end statement of expense report. On a biennial basis, the City conducts a full monitoring of the program that includes a review of the agency's administrative, program, and financial practices and records. The monitoring is performed using the below City of Berkeley and HUD monitoring tools.



See Part III in Appendix for program monitoring forms:

1. City of Berkeley Administrative Review
2. City of Berkeley Program Review
3. City of Berkeley Financial Review
4. HUD Chapter 28-3 Guide for Review of ESG Sub recipient Grant Management
5. HUD Chapter 28-6 Guide for Review of ESG Rapid Rehousing and Homeless Prevention
6. HUD Chapter 28-8 Guide for Review of ESG Financial Management and Cost Allowability

Below is the City's monitoring protocol and timeline:

1. Identify time period to monitor. Recommend 4<sup>th</sup> quarter. Ensure you have the Program Report, Statement of Expense and GL before the planned monitoring visit. Monitors will email the Community Agency to schedule the monitoring visit and entrance conference and prepare Monitoring Guides in CDS and provide to Agency in preparation of the monitoring visit. CDS will send the Agency a standardized message about the upcoming monitoring visit as well.
2. In addition to City developed monitoring guides, the monitor will include Federal monitoring guides when reviewing federally funded agencies. For Emergency Solutions Grant (ESG) and Community Development Block Grant (CDBG) funded agencies, the monitor will provide appropriate CDBG and ESG monitoring guides found in Chapters 3 and 28 in the Community Planning Monitoring Handbook 6509.2 located here: [https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/administration/hudclips/handbooks/cpd/6509.2](https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2)
3. Monitors should give at least several weeks' notice and negotiate a time that is mutually convenient, describe the information to be reviewed, provide Community Agency staff with a copy of the Monitoring Guides, indicate expected duration of the monitoring, agency staff needed for interviewing, and space required.

4. The entrance conference will provide an overview of the purpose, scope and schedule of document review to the Community Agency Contract Representative and staff that will be involved. This may be three separate meetings to cover the three areas: Administration, Financial and Program.
5. Attend monitoring visits and complete the monitoring guides.
  - a. Collect required documents
  - b. Review three budget line items from each program's Statement of Expense: salaries and two other expense line items that are material or appear to need verification.
    1. Salaries: Review Timesheets, Contract Exhibit B salaries, against payroll register - which would have the name/s and salaries, paid to the staff identified as working in the program. Timesheets should:
      - ii. Show # of hours worked on COB contract activities.
      - iii. Support number of hours worked and agree with the payroll register.
      - iv. Verify Agency is paying COB minimum wage and/or living wage if applicable.
      - v. Verify if Agency is paying fringe benefit expenses charged to the program are supported by invoices paid to health insurance and worker's compensation insurance companies.
    2. Line Items 2 & 3:
      - vi. Verify the expenses chosen in No. 2 above against the agency's ledger of detailed expenses. The ledger format would vary depending on the accounting software the agency is using (most agencies use Quick Books). The agency's account name, number, and balance can be found in the general ledger. Expense transaction details of how, when, and to whom payments were paid would show in a separate report. Generally, accounting software can generate a report showing these details sorted by funding source. The monitor must check that the expenses were:
        - a) Properly authorized and calculated, and
        - b) Expenses were charged to the proper funding sources. The monitor should note any deviation from these procedures as a concern (when immaterial or not quantifiable) or a finding (when it has material impact in the operations), and
        - c) Invoices were marked/stamped paid to avoid duplication of payments. Ideally, the account number used for the charge should be written on the face of the invoice. The monitor should note any deviation from these procedures as a concern (when immaterial or not quantifiable) or a finding (when it has material impact in the operations).
6. Exit Conference: At the Exit Conference, the monitor should:
  - i. Present tentative conclusions of monitoring;
  - ii. Provide an opportunity for the agency to correct any misconceptions or misunderstandings on your part Secure additional information from agency staff to clarify or support their position; and
  - iii. Provide an opportunity for subrecipient staff to report on any steps they are already taking to correct the matter.



7. Follow-Up Monitoring Report

1. The monitoring report, which is completed in CDS, provides a permanent, written record of the monitoring visit that is kept on file and provides an opportunity for the Community Agency to respond to recommendations, concerns and findings. The Report should recognize work performed well and point out corrections or improvements needed. It should identify all “findings” and “concerns,” and include specific recommendations for improvements. Findings must be supported by facts in the report. The letter should include deadlines for providing a written response and for correcting each deficiency identified. The letter is prepared by the Contract Monitor and reviewed and approved by the Contract Supervisor prior to sending to Agency. Monitoring Letter should be sent within 30 days of the visit.

8. Upon receipt of Agency response to monitoring report, the Contract Monitor will review agency answers to determine if the response and additional documentation, if needed and provided, is sufficient to regard the finding and/or concern resolved. The Contract Monitor will prepare a final response to either complete the monitoring or ask for additional information and submit to supervisor for review. The communication will continue until the finding and/or concerns are resolved.

**ESG-CV Addendum**

The purpose of ESG-CV funds is to prevent, prepare for, and respond to COVID-19 in order to prevent and mitigate the spread of COVID-19 among people experiencing homelessness and the staff that provide services to these individuals. Existing shelters will implement public health protocols identified below, establish a temporary isolation space where participants can stay while waiting to be transported to a County isolation hotel, and distribute personal protective equipment (PPE).

Each ESG-CV funded project will comply with ESG-CV regulations including:

- An established line of communication and a process for preventing duplication of benefits.
- Paying for furniture and/or household items and cell phones.
- Coordination of housing and services with the COC
- Not requiring participants to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, rental assistance, or other services
- Each participant will be assessed through the Coordinated Entry System to determine service needs and will be offered available services
- Following the Lead Safe Housing Rule
- Ensuring participants are eligible for rapid rehousing financial assistance including six month reassessments
- Ensuring units covered by rental assistance are eligible

**Shelters Operations:**

Shelters receiving ESG-CV will provide expanded 24/7 hours of operation, provide three meals per day and will comply with the City's Public Health Officer's directive to:

- 1) Reduce the shelter census to maintain 6' social distance between beds;
- 2) Follow the City's COVID Shelter Response Plan;
- 3) Follow the approved Shelter Residential Snapshot;
- 4) Maintain staff and participant vaccination rates and tracking weekly test results for unvaccinated staff; and
- 5) Follow the below requirements for staff and guests:
  1. Maintain 6' physical distancing, including when sleeping by maintaining bed assignments that alternate between lower and top beds and by having participants sleep head to toe to further distance between each other;
  2. Mandatory mask wearing;
  3. Enhanced and increased frequency of cleaning and disinfection of facility;
  4. Minimum daily symptom checks and recording including every time someone enters the building.

**Temporary Shelters**

Temporary non-congregate and smaller shelter sites will be designated for people who meet the CDC criteria for being at risk if infected with COVID-19. In an effort to decompress shelters to comply with the 6' social distancing requirement, first priority will be given to existing shelter participants who meet the CDC criteria, including 65+, specific underlying health conditions and/or medical frailty. Future referrals will also require participants to meet CDC criteria and be closely coordinated with the North County Coordinated Entry System, the City of Berkeley, and street health and outreach teams in Berkeley.

**All Shelters:**

Shelters funded by ESG-CV may not turn away eligible program participants. Shelters must follow City of Berkeley and Alameda County COVID Response Plans including referrals to Alameda County isolation and quarantine hotels, if a client needs such services. Someone who presents at an ESG-funded shelter with respiratory symptoms (e.g., cough) should be referred to the County's isolation and quarantine hotels. Shelters will continue to not have

a maximum length of stay. Any ESG-funded shelter that is considering closing or not accepting new residents must immediately notify the City of Berkeley.

**PPE, Testing and Vaccines**

City of Berkeley will provide PPE and supplies for distribution at shelters and in encampments. Additionally, the City's Public Health Division will provide access to self-administered rapid and PCR tests and mobile on-site vaccine clinics at shelters and transitional housing sites. ESG-CV funded shelters and outreach programs should encourage (but may not require) people experiencing homelessness to get tested and vaccinated.

Appendix of Forms and Documents**ESG Client File Document Check List**(click [here](#) to return to relevant section of manual)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

**I. Eligibility Documentation** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Application for Assistance and Eligibility Screening Form
- \_\_\_\_\_ Homeless Status/At-Risk Housing Status and Back up Documentation
- \_\_\_\_\_ Income Eligibility Determination and Back up Documentation
- \_\_\_\_\_ Asset Verification Documentation
- \_\_\_\_\_ Intake on Head of Household (HMIS SIF form)
- \_\_\_\_\_ Intake(s) on other household members (***if applicable***) (HMIS SIF form)
- Intake on other adult \_\_\_\_\_ Intake on other adult \_\_\_\_\_
- Intake on child: \_\_\_\_\_ Intake on child: \_\_\_\_\_
- \_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ Current ROI \_\_\_\_\_ Date: \_\_\_\_\_

**II. Documentation on the Housing Unit and/or Utilities** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Documentation of rent or utility arrears (***if applicable***)
- \_\_\_\_\_ Rent Reasonableness and Payment Standard determination for rental unit
- \_\_\_\_\_ Habitability Inspection (includes Lead Assessment)
- \_\_\_\_\_ Lease between Participant and Landlord
- \_\_\_\_\_ Rental Assistance Agreement with Landlord
- \_\_\_\_\_ W-9 Form
- \_\_\_\_\_ Other: \_\_\_\_\_
- \_\_\_\_\_ RealQuest or other owner verification documentation

**III. Documentation of Assistance/Ongoing Services** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Household Budget
- \_\_\_\_\_ Housing Stability Plan
- \_\_\_\_\_ Financial Assistance Calculation Form
- \_\_\_\_\_ Links to Mainstream Resources
- \_\_\_\_\_ Case Management Notes
- Three Month Reassessment(s) (***if applicable, insert dates***)
1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_
- \_\_\_\_\_ Exit Form (HMIS form)

\_\_\_\_\_ Termination of Housing Assistance Form (*if applicable*)

\_\_\_\_\_ Other: \_\_\_\_\_

**ESG Application for Assistance and Eligibility Determination Form**

(click [here](#) to return to relevant section of the manual)

Complete this form and have the head of household sign it. This form will determine eligibility and act as an application by the household for assistance.

Assessment Date:     /     / \_\_\_\_\_

Staff: \_\_\_\_\_ Agency: \_\_\_\_\_

**A. General Information**

**1. Head of Household:**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_ Suffix: \_\_\_\_\_

**Complete ROI for Head of Household or check here \_\_\_\_\_ if current ROI on file**

**2. Other Members of Household**

| First Name | Last Name | Age | Relationship to Head of Household |
|------------|-----------|-----|-----------------------------------|
|            |           |     |                                   |
|            |           |     |                                   |
|            |           |     |                                   |

Total number of persons in household: \_\_\_\_\_

***If applicant is determined to be eligible for assistance, you must complete an HMIS Standard Intake Form (SIF) for every household member.***

**3. Why are you seeking assistance? Please choose an option, then describe below.**

- I am living on the streets, or a place not meant for human habitation
- I am in a shelter or TH housing program and have been referred for rapid re-housing
- I am applying for shelter because Must leave where I am currently staying
- I want to keep the housing I have and am at imminent risk of losing it

**Explanation:** \_\_\_\_\_

I understand that I am applying for assistance from the federally-funded Emergency Solutions Grant Program. I understand that I am required to certify that all information in this application is true and to provide all required documents to determine eligibility and to enter into a housing stability plan if I am eligible for assistance. I also understand that financial assistance is not guaranteed, is time-limited, and may be terminated or adjusted at any time. I declare that all information I have provided in this application is true to the best of my knowledge.

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**B. Rapid Rehousing Assessment** (Cross through and skip this section if applicant household is applying for prevention assistance)

**Homeless Status Documentation:** To receive rapid rehousing assistance, clients must be homeless by the HUD Homeless Definition and eligible for assistance under certain categories. Use this portion of the form if the applicant client household is Literally Homeless (Category 1), or is fleeing/attempting to flee domestic violence (*Category 4*) **and** also meets the category of Literally Homeless. Otherwise, complete Section B. of this form for Homeless Prevention.

**1. Is household among the eligible target population for this program?**

- Living/staying in a shelter.
- Living on the streets, a car, an encampment or a place not meant for human habitation.
- Living/staying in transitional housing.
- Exiting an institution where s(he) resided for 90 days or less and previously resided in a shelter or the streets or place not mean for human habitation.
- Fleeing or attempting to flee domestic violence **and also meets one of the above conditions.**

| Documentation                                                |                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Literally Homeless – on the streets or in a shelter          | (in order of preference for documentation)<br><input type="checkbox"/> Written observation by an outreach worker (attached), or<br><input type="checkbox"/> Written referral by another housing or service provider (attached)<br>HMIS intake for shelter/TH, or<br><input type="checkbox"/> Self- certification that s(he) was living on the streets or in a shelter (attached) |
| Exiting an institution and entered from literal homelessness | One of the forms of evidence above <u>and</u><br><input type="checkbox"/> Discharge paperwork or written/ or documented oral referral (attached), or<br><input type="checkbox"/> Written report of intake workers due diligence to obtain above evidence <u>and</u> certification by the individual that they exited institution (attached)                                      |

**Be sure to attach the supporting documentation to the application in file.**

**2. This household is a candidate for ESG rapid rehousing because:**

- They are homeless but have adequate income to afford a place if assisted to obtain one with short-term assistance (deposit and up to one to three month’s rent subsidy).
- They are homeless and don’t currently have adequate income for housing but have potential to increase income to be self-sustainable within approximately 6 months and are willing to commit to a housing stability plan.
- They are currently homeless but with assistance can move into a stable situation with friends or family or another situation that doesn’t require an increase in income.
- They are currently homeless and are expected to receive a housing subsidy within six months from another source but need financial assistance to gain housing and/or support services

Subsidy anticipated:

- OPRI  VASH  Shelter Plus Care  Other: \_\_\_\_\_

**Note:** ESG funds may not be used to cover any cost covered by another subsidy source. For rapid rehousing candidates with a subsidy, ESG may only be used to pay security deposit and utility deposits if needed to secure housing.

Current Subsidy \_\_\_\_\_ pays for: \_\_\_\_\_

No other subsidy currently

*Proceed to Part D: Income Verification Section*

**C. Homelessness Prevention** (Cross through and skip this section if applicant household is applying for Rapid Rehousing)

To receive Prevention assistance, clients may either be homeless under certain categories of the HUD Homeless Definition or At Risk of Homelessness under any category of that definition. Use this portion of the form if the applicant client household is at Imminent Risk of Homelessness (Category 2), fleeing/attempting to flee domestic violence **but** does not meet the category of Literally Homeless (Category 4) or is At Risk of Homelessness. Households who do not qualify for rapid rehousing or prevention assistance under these definitions are not eligible for ESG assistance under this program.

**1. This household is a candidate for prevention assistance because:**


- They are currently seeking shelter, and have been staying with family or friends who will no longer let them remain there. (Must be required to leave within 14 days.)
- They are staying in a hotel or motel using their own resources, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They are fleeing or attempting to flee domestic violence, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They have a place to live with their name on the lease from which they are being evicted (must be required to leave within 14 days.)
- They are about to be discharged from foster care, or have recently been discharged from foster care, and the residence where they are currently living will be lost within 14 days

| Documentation                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Imminent Risk of Homelessness                 | <input type="checkbox"/> A court order resulting from an eviction action notifying the individual or family that they must leave (attached), or<br><input type="checkbox"/> Leaving a hotel or motel – evidence that household has been staying in hotel/ motel (attached), and this application documents lack of resources<br><input type="checkbox"/> A documented and verified oral statement that residence will be lost within 14 days of the date of this application (attached), and this application documents lack of resources.                                       |
| Leaving an institution, including foster care | One of the forms of evidence above <u>and</u><br><input type="checkbox"/> Discharge paperwork or written/oral referral (attached), or<br><input type="checkbox"/> Written report of intake workers’ due diligence to obtain above evidence <u>and</u> certification by the individual that they exited an institution or foster care(attached)                                                                                                                                                                                                                                   |
| Fleeing domestic violence                     | For victim services providers:<br><input type="checkbox"/> An oral statement, by the individual or head of household self-certified or certified by the intake worker, which states they are fleeing and have no subsequent resident or resources.<br>For non-victim services providers:<br><input checked="" type="checkbox"/> An oral statement, by the individual or head of household self which states they are fleeing and have no subsequent resident or resources. Where the safety of the individual or family is not jeopardized, the oral statement must be verified. |



**2. Housing Assessment (Prevention Only)**

If household intends to keep current housing, what is the monthly rent? \_\_\_\_\_

 **If the household intends to remain in their current unit, does the rent amount exceed the FMR payment standard (based on the chart below)?**

- No: Proceed to next page.
- Yes: Client is not eligible to be subsidized in their current unit. Ask the client if they are interested in relocating to less expensive housing and if so, proceed with assessment. Otherwise, stop here; client is not eligible. Proceed to end of form

| Final FY 2020 FMRs By Unit Bedrooms |           |           |           |           |
|-------------------------------------|-----------|-----------|-----------|-----------|
| Studio/Efficiency                   | 1-bedroom | 2-bedroom | 3-bedroom | 4-bedroom |
| \$1545                              | \$1,875   | \$2,335   | \$3,215   | \$3,945   |

Source: <http://www.huduser.org/portal/datasets/fmr.html>

Is your name on a rental agreement?

- No
- Yes

If your name is not on a rental agreement, are you living with someone who has a rental agreement and who has notified you in writing that you must leave?

- No
- Yes

If you owe back rent, how much do you owe? \_\_\_\_\_

How many month's rent is that?

- One
- Two
- Three
- Four
- Five
- Six or more
- Don't Know

Is your landlord willing to accept rent from you?

- No
- Yes
- Don't Know
- Does Not Apply

If you are at risk of eviction, where are you in the eviction process?

- Have not been served formal notice
- Served a 3 -day notice to pay rent or quit
- Served an Unlawful Detainer summons
- Eviction judgment has been issued

Does not apply

Do you currently receive any type of housing or utility subsidy or assistance from any other source?

- No
- Yes

Subsidy pays for: \_\_\_\_\_

**Note:** ESG funds cannot be used to cover any cost covered by another subsidy source. For prevention candidates with a housing subsidy, ESG may only be used to pay the tenant portion of overdue back rent.

**Be sure to attach housing status verification form and supporting documentation in file.** Proceed to Part D: Income Verification Section

**D. Income Verification**

What is the combined income of this applicant household? \_\_\_\_\_

Household size: \_\_\_\_\_

| Alameda County, California FY2020 Income Limits |          |          |          |          |          |          |
|-------------------------------------------------|----------|----------|----------|----------|----------|----------|
| Household Size                                  | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person |
| Extremely Low Income (30% of AMI)               | \$26,050 | \$29,750 | \$33,450 | \$37,150 | \$40,150 | \$43,100 |

Source: HUD User FY 2019 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>.  
 & Department of Health & Human Services (HHS) 2019 Federal Poverty Level Chart. <https://aspe.hhs.gov/poverty-guidelines>.

- At or below 30% AMI for household size
- Above 30% AMI for household size and seeking rapid rehousing assistance. Authorization of recipient may be required to proceed.

Required Authorization: \_\_\_\_\_ (if applicable)

- Above 30% AMI for household size and seeking prevention assistance— **INELIGIBLE**: Proceed to end of form.

**You may use the ESG Income Eligibility Calculation Form or another similar form to determine income. Be sure to include income verification form and supporting documentation for determination in file.**

**E. Resources, Networks and Asset Determination**

In addition to meeting the housing status and income requirements, applicants must demonstrate that they do not have sufficient support or resources to retain or gain housing on their own.

**ii. Asset Assessment**

To determine whether the applicant household has resources that could be used to prevent or end their homelessness, and to determine the amount of financial assistance to be provided, the program must review their assets. This portion of the form applies to all adults in the household listed on page 1.

- No Bank accounts

Bank Accounts (attach appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_ Name(s) on Account: \_\_\_\_\_  
 Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_ Name(s) on Account: \_\_\_\_\_  
 Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

Investment Accounts (obtain appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_ Name(s) on Account: \_\_\_\_\_  
Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

Other Assets

# of Vehicles: \_\_\_\_\_  No Vehicles


Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

For cars that are 2007 or newer, note blue book value: \_\_\_\_\_

Property or other (describe and note value): \_\_\_\_\_

**Be sure to attached copies of bank statements or other asset verification**

 **If assets exceed \$2,000 per individual or \$3,000 per couple, if any vehicle is worth more than \$10,000, or if household has more working cars than adult drivers, the household is ineligible.**

No  Yes: ineligible. Proceed to end of form

**ii. Personal Resource and Networks**

**Other subsequent housing options**

What steps have you taken to identify other appropriate housing options that you can afford *without any assistance from this program*?

Summary of assessment: \_\_\_\_\_

Does the household have any other appropriate housing options?  Yes  No

**2) Financial Resources**

Do you have any other resources that you could use to help your household gain housing or remain in your housing? (See asset assessment; discuss use of participants personal resources to resolve situation.)

Summary of assessment: \_\_\_\_\_

Does the household have other financial resources sufficient to obtain other appropriate subsequent housing or remain in their existing housing? Yes No

3) Support Networks

Do you have any other support networks that could help you gain housing or remain in your housing? (This would include family or friends who can lend or give money, a faith-based organization that can assist you, someone with whom you can live, etc.)?

Summary of assessment: \_\_\_\_\_

Does the household have support networks needed to obtain other appropriate subsequent housing or remain in their existing housing? Yes No

F. Approach to housing stability

How did your current situation of homelessness or housing instability come about?

Describe: \_\_\_\_\_

Are you currently doing anything to increase your household income or decrease your costs?

No Yes  Does Not Apply

Describe: \_\_\_\_\_

If you are to be assisted, are you willing to participate in services to increase your income or decrease your costs?

No Yes  Does Not Apply



**If household is not currently working toward increasing income or decreasing costs and is unwilling to do so, the household *may be* determined as ineligible.** (Note that households with a fixed income may not need to increase income to remain stable.)

Please add any other information pertinent to eligibility determination:

|  |
|--|
|  |
|  |
|  |

**FOR STAFF USE ONLY:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

**Eligibility Determination**

**A. Household is not eligible to receive ESG assistance due to:**

- Not among target population for local program
- Ineligible Housing Status
- Over Income
- Households Assets exceed asset limit
- Household is already receiving a subsidy for the same cost for which the household is seeking assistance
- Adults in household unwilling to engage in activities or participate in services designed to support housing stability plan
- Household as already received 24 months of ESG assistance in last 36 months

**If client is not eligible, inform client of determination and refer client to other programs that may be able to assist the household. Programs referred to:**

1. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
2. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
3. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
4. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_

**B. Household is eligible to receive Assistance.**

- Eligibility for rapid rehousing verified;** household will be enrolled and housing search assistance will begin.
- Eligibility for prevention assistance verified;** new housing has been identified or current housing is to be retained and program will proceed to check on unit eligibility and to offer financial assistance and housing stability support.

**Staff signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Proceed to enroll the Household:

- o Complete ROI and HMIS Intake,
- o Sign the participation agreement,
- o Complete the Household Budget and develop Housing Stability Plan.
- o If housing unit is identified, complete unit documentation, Financial Assistance Calculation Form and other required documentation.

**ESG Program Participation Agreement**(click [here](#) to return to relevant section of the manual)

**The ESG Program** provides support services and limited financial resources to help households gain housing or remain housed.

I understand that this program may provide me with some or all of the following services:

- Assistance finding and obtaining housing
- Assistance developing a housing plan
- Assistance to stay in housing I currently occupy, including legal assistance and/or negotiations with family members, friends or landlords;
- One-time or short-term financial assistance to support gaining or retaining housing which may include rental deposits, rental or utility arrears, or short to medium term rental assistance payments designed to secure or retain housing;
- Referrals and support to apply for benefits for which I or a member of my household may be eligible.
- Other services related to securing housing, such as, but not limited to, assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.

I agree to do the following:

- Provide accurate and honest information to my housing specialist and other program staff.
- Work with a housing specialist to develop a housing plan.
- Take all necessary steps to achieve the goals outlined in the plan.
- Meet with my housing specialist at intervals established in my housing plan, and not less than monthly during my participation in the program.
- Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
- Provide current proof of income when requested.
- Pay my portion of rent on time every month and *immediately* advise the housing specialist if I have any trouble in doing so.
- Provide any documentation required by the housing specialist as it pertains to progress on my housing plan, my rent status or income (i.e. attendance record for job training program, proof of application for benefits, etc.)
- Be contacted for follow-up phone calls about my participation in ESG for up to 24 months after I complete the program.

***I understand that neither \_\_\_\_\_ (agency name) nor any party to the ESG Program is responsible for my rent or lease. I understand that assistance will only be provided if I am in compliance with the program requirements including the terms of my Housing Stability Plan.***

Client Name: \_\_\_\_\_ Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Navigator: \_\_\_\_\_ Agency Name: \_\_\_\_\_ Date: \_\_\_\_\_

Sample Budgeting Worksheet

(click [here](#) to return to relevant section of the manual)

| Participant Name:                  |                              | Date:                                             |
|------------------------------------|------------------------------|---------------------------------------------------|
|                                    | Actual (with current income) | Proposed (with anticipated income and/or subsidy) |
| <b>Housing Expenses</b>            |                              |                                                   |
| Rent                               |                              |                                                   |
| PG&E                               |                              |                                                   |
| Water                              |                              |                                                   |
| Other:                             |                              |                                                   |
| <b>Car Expenses</b>                |                              |                                                   |
| Loan payment                       |                              |                                                   |
| Insurance                          |                              |                                                   |
| Gas                                |                              |                                                   |
| Maintenance & repairs              |                              |                                                   |
| <b>Debt</b>                        |                              |                                                   |
| Creditor 1                         |                              |                                                   |
| Creditor 2                         |                              |                                                   |
| <b>Miscellaneous</b>               |                              |                                                   |
| Groceries, Lunches, meals          |                              |                                                   |
| Childcare                          |                              |                                                   |
| School supplies                    |                              |                                                   |
| Prescriptions                      |                              |                                                   |
| Cable TV                           |                              |                                                   |
| Internet Connection                |                              |                                                   |
| Telephone                          |                              |                                                   |
| Clothing                           |                              |                                                   |
| Hair supplies/Toiletries           |                              |                                                   |
| Other:                             |                              |                                                   |
| Other:                             |                              |                                                   |
| <b>Expense Total</b>               |                              |                                                   |
|                                    |                              |                                                   |
| <b>Income</b>                      |                              |                                                   |
| Earnings                           |                              |                                                   |
| Social Security related \$         |                              |                                                   |
| Unemployment                       |                              |                                                   |
| Food Stamps                        |                              |                                                   |
| Other:                             |                              |                                                   |
| Other:                             |                              |                                                   |
| <b>Income Total</b>                |                              |                                                   |
| <b>Total Income Minus Expenses</b> |                              |                                                   |

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager/Housing Specialist Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

ESG Housing Stability Plan

(click [here](#) to return to relevant section of the manual)

Initial Plan Date \_\_\_\_\_

Client/Head of Household Name: \_\_\_\_\_

My 30 day housing goal is: \_\_\_\_\_

If different, my 90 day goal is \_\_\_\_\_

If different, my permanent housing goal is \_\_\_\_\_

I have or will have the following resources to help me achieve my goals:

- 1.
- 2.
- 3.

In order to reach these goals, I commit to take the following steps:

| Step | Actions | What I'll do | Help I'll Receive | Done by: | Notes at Follow Up |
|------|---------|--------------|-------------------|----------|--------------------|
| 1    |         |              |                   |          |                    |
| 2    |         |              |                   |          |                    |
| 3    |         |              |                   |          |                    |

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Housing Navigator: \_\_\_\_\_ Date: \_\_\_\_\_



**ESG Financial Assistance Calculation Form**(click [here](#) to return to relevant section of the manual)

Before preparing this calculation, complete the budget form with the Head of Household. Use this form and information from the application, the budget and the lease and/or arrears documentation to determine the amount of financial assistance that the household will receive. **This form must be prepared every three months during the time in which the household receives financial assistance.**

Head of Household : \_\_\_\_\_ Service Point ID: \_\_\_\_\_

Assessment date: \_\_\_\_\_ Staff: \_\_\_\_\_

 First financial assistance calculation Reassessment of financial assistance**A. GENERAL**

Enter the information below from the budget and assets form to determine the amount of financial assistance

Combined Household income: \_\_\_\_\_ (from application) Rent: \_\_\_\_\_ (from lease)

Income minus Rent: \_\_\_\_\_ \* Percent of income for rent without subsidy: \_\_\_\_\_

Total Expenses \_\_\_\_\_ (from budget)

\* **Difference between income and expenses:** \_\_\_\_\_

\* **Current Assets:** \_\_\_\_\_ (from application)

**Use information indicated with \* to determine financial assistance below**

**B. SECURITY DEPOSIT** (skip if not applicable)

New residence requires a Security Deposit of: \_\_\_\_\_ (This may include up to two months rent if required as deposit but should not include first month's rent in this calculation. Assistance with First month's rent should be part of the Rental Assistance in section C. below)

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of**

**B. PREVENTION ARREARS** (skip if not applicable)

Household owes \_\_\_\_\_ in rental arrears. (From documentation of rent arrears. The document must be dated within the same month that the application is being considered or proof of rent payment must be provided.)

Based on income and assets available, **Household will make:**

No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the arrears of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

A monthly payment toward the arrears of: \_\_\_\_\_

Payment agreement negotiated with landlord. (budget indicates disposable income available for a payment or household has a housing subsidy.)

**Program will make a payment on behalf of household of:** \_\_\_\_\_

Note Program will not pay more than three months or \$3,000 in rental arrears.

**C. UTILITY ARREARS** (skip if not applicable)

This type of support will only be provided if the household will be unable to have utilities in their housing if they do not pay past due arrears.

Household owes \_\_\_\_\_ in past utility arrears (from documentation of utility arrears) Based on income and assets available, **Household will make:**

No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the arrears of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget

indicates disposable income available for a payment.)

A monthly payment toward the arrears of: \_\_\_\_\_ Payment agreement negotiated with

landlord.(budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

**Program will make a payment on behalf of household of \_\_\_\_\_**

#### **D. FINANCIAL ASSISTANCE AGREEMENT**

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: \_\_\_\_\_ (not later than 3 months from first expected payment.)

Participant Signature: \_\_\_\_\_

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

Housing Specialist Signature: \_\_\_\_\_

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

(Attach this agreement to a copy of lease or occupancy agreement and, if past due rent or utilities, a copy of a record from the landlord/leaser or utility company indicating the amount of arrears.)

**Rent Reasonableness and FMR Certification**

(click [here](#) to return to relevant section of the manual)

|                                              | PROPOSED UNIT | COMPARISON UNIT #1 | COMPARISON UNIT #2 | COMPARISON UNIT #3 |
|----------------------------------------------|---------------|--------------------|--------------------|--------------------|
| ADDRESS                                      |               |                    |                    |                    |
| NUMBER OF BEDROOMS                           |               |                    |                    |                    |
| SQUARE FEET                                  |               |                    |                    |                    |
| TYPE OF UNIT/CONSTRUCTION                    |               |                    |                    |                    |
| HOUSING CONDITION                            |               |                    |                    |                    |
| LOCATION/ACCESSIBILITY                       |               |                    |                    |                    |
| AMENITIES<br>UNIT: SITE:<br>NEIGHBORHOOD:    |               |                    |                    |                    |
| AGE IN YEARS                                 |               |                    |                    |                    |
| UTILITIES (TYPE)                             |               |                    |                    |                    |
| UNIT RENT<br>UTILITY ALLOWANCE<br>GROSS RENT |               |                    |                    |                    |
| HANDICAP ACCESSIBLE?                         |               |                    |                    |                    |

CERTIFICATION:

A. Compliance with Payment Standard

$$\underline{\hspace{2cm}} \text{ Proposed Contract Rent} + \underline{\hspace{2cm}} \text{ Utility Allowance} = \underline{\hspace{2cm}} \text{ Proposed Gross Rent}$$

Approved rent does not exceed applicable Payment Standard of \$\_\_\_\_\_.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

|       |            |       |
|-------|------------|-------|
| NAME: | SIGNATURE: | DATE: |
|-------|------------|-------|

**Habitability Standards Inspection Form**

(click [here](#) to return to relevant section of the manual)

(based on HUD’s HQS and the HPRP Notice; Certified HQS Inspectors may use an HQS form instead)

|                                                                                                                                |                                      |                                         |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------|
| Name of Participant                                                                                                            | Participant Phone Number             | Date of Request (mm/dd/yyyy)            |
| Inspector                                                                                                                      |                                      | Date of Initial Inspection (mm/dd/yyyy) |
| Type of Inspection<br><input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Re-inspection | Date of Last Inspection (mm/dd/yyyy) | Agency                                  |

**A. General Information**

|                                       |             |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INSPECTED UNIT</b>                 |             | <b>Year Constructed (yyyy):</b>                                                                                                                                                                                                                                                                                                                                                                                   |
| Full Address                          |             | Housing Type (check as appropriate)<br><input type="checkbox"/> Single Family<br><input type="checkbox"/> Detached Duplex<br><input type="checkbox"/> or two family<br><input type="checkbox"/> Row House or Town House<br><input type="checkbox"/> Low Rise; 3,4 stories including garden apt. High Rise; 5 or more stories<br><input type="checkbox"/> Manufactured Home<br><input type="checkbox"/> Congregate |
| Number of Children in Family Under 6: |             |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| OWNER NAME                            | OWNER PHONE |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| ADDRESS OF OWNER/AGENT                |             |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                       |             |                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Is Lead Paint inspection required?** (unit was constructed prior to 1978 and children under age 6 or a pregnant woman are in the household.)     Yes     No

**B. Summary Decision on Unit** (to be completed after form is filled out)

|                                                                                                                                          |                    |                          |                        |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|------------------------|
| <input type="checkbox"/> Pass<br><input type="checkbox"/> Fail<br><input type="checkbox"/> Inconclusive<br><input type="checkbox"/> None | Number of bedrooms | Number of sleeping rooms | Signature of Inspector |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|------------------------|

**How to use this form**

- Review each room in the house as listing in the form (1. Living Room; 2. Kitchen; 3. Bathroom; 4. Other Rooms Used for Living or Halls (use as many as needed); 5. All Secondary Rooms Not Used for Living; 6. Building Exterior; 7. Heating, Plumbing and Installation; 8. General Health and Safety. Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
- In the space to the right of the item, if the decision is "Fail," write what repairs are necessary.
- If the item passes inspection, check the "Pass" box.
- A final summary page to note repairs needed is provided on the final page. If owner/manager is present at inspection, gather signature on final page.
- For lead paint inspections, if not required, mark "not applicable." Otherwise, note if the unit is a "pass" or "fail."

INSPECTION CHECKLIST

| Item # | 1. LIVING ROOM<br>Description                                                                                                                                                                | DECISION     |             | Repairs                                 |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------------------------------------|
|        |                                                                                                                                                                                              | Yes,<br>PASS | No,<br>FAIL |                                         |
| 1.1    | <b>LIVING ROOM PRESENT</b>                                                                                                                                                                   |              |             |                                         |
| 1.2    | <b>ELECTRICITY</b><br>Are there at least two working outlets or one working outlet and one working                                                                                           |              |             |                                         |
| 1.3    | <b>ELECTRICAL HAZARDS</b><br>Is the room free from electrical hazards?                                                                                                                       |              |             |                                         |
| 1.4    | <b>SECURITY</b><br>Are all windows and doors that are accessible from the outside lockable?                                                                                                  |              |             |                                         |
| 1.5    | <b>WINDOW CONDITION</b><br>Is there at least one window, are all windows free of signs of severe deterioration or missing or broken                                                          |              |             |                                         |
| 1.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from                                                                                                                               |              |             |                                         |
| 1.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from hazardous                                                                                                                         |              |             |                                         |
| 1.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous defects?                                                                                                                |              |             |                                         |
| 1.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10%                 |              |             | <input type="checkbox"/> Not Applicable |
| Item # | 2. KITCHEN<br>Description                                                                                                                                                                    | DECISION     |             | Repairs Required                        |
|        |                                                                                                                                                                                              | Yes,<br>PASS | No,<br>FAIL |                                         |
| 2.1    | <b>KITCHEN AREA PRESENT</b>                                                                                                                                                                  |              |             |                                         |
| 2.2    | <b>ELECTRICITY</b><br>Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?                                                      |              |             |                                         |
| 2.3    | <b>ELECTRICAL HAZARDS</b><br>Is the kitchen free from electrical hazards?                                                                                                                    |              |             |                                         |
| 2.4    | <b>SECURITY</b><br>Are <i>all</i> windows and doors that are accessible from the outside lockable?                                                                                           |              |             |                                         |
| 2.5    | <b>WINDOW CONDITION</b><br>Are all windows free of signs of deterioration or missing or broken out panes?                                                                                    |              |             |                                         |
| 2.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from hazardous                                                                                                                     |              |             |                                         |
| 2.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from hazardous                                                                                                                         |              |             |                                         |
| 2.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous                                                                                                                         |              |             |                                         |
| 2.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component? |              |             | <input type="checkbox"/> Not Applicable |
| 2.10   | <b>STOVE OR RANGE WITH OVEN</b><br>Is there a working oven and a stove (or range) with top burners that work?                                                                                |              |             |                                         |
| 2.11   | <b>REFRIGERATOR</b><br>Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?                               |              |             |                                         |

|        |                                                                                                                                                                     |                                                                                                                                                                                                                                                                                    |          |                                            |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------|
| 2.12   | <b>SINK</b><br>Is there a kitchen sink that works with hot and cold running water?                                                                                  |                                                                                                                                                                                                                                                                                    |          |                                            |
| 2.13   | <b>SPACE FOR STORAGE AND PREPARATION OF FOOD</b><br>Is there space to store and prepare food?                                                                       |                                                                                                                                                                                                                                                                                    |          |                                            |
| Item # | Description                                                                                                                                                         | DECISION                                                                                                                                                                                                                                                                           |          | Repairs Required                           |
|        |                                                                                                                                                                     | Yes, PASS                                                                                                                                                                                                                                                                          | No, FAIL |                                            |
| 3.1    | <b>BATHROOM PRESENT</b>                                                                                                                                             |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.2    | <b>ELECTRICITY</b><br>Is there at least <i>one</i> permanently installed                                                                                            |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.3    | <b>ELECTRICAL HAZARDS</b><br>Is the bathroom free from electrical hazards?                                                                                          |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.4    | <b>SECURITY</b><br>Are <i>all</i> windows and doors that are accessible from the outside lockable?                                                                  |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.5    | <b>WINDOW CONDITION</b><br>Are all windows free of signs of deterioration or missing or broken out panes?                                                           |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from hazardous                                                                                            |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from                                                                                                          |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous                                                                                                |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more |                                                                                                                                                                                                                                                                                    |          | Not Applicable<br><input type="checkbox"/> |
| 3.10   | <b>FLUSH TOILET IN ENCLOSED ROOM IN UNIT</b> Is there a working toilet in the unit for exclusive private use of the tenant?                                         |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.11   | <b>FIXED WASH BASIN OR LAVATORY IN UNIT</b> Is there a working, permanently installed wash basin with hot and cold                                                  |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.12   | <b>TUB OR SHOWER IN UNIT</b><br>Is there a working tub or shower with hot and cold running water in the unit?                                                       |                                                                                                                                                                                                                                                                                    |          |                                            |
| 3.13   | <b>VENTILATION</b><br>Are there operable windows or a working                                                                                                       |                                                                                                                                                                                                                                                                                    |          |                                            |
| Item # | Description                                                                                                                                                         | DECISION                                                                                                                                                                                                                                                                           |          | Repairs Required                           |
|        |                                                                                                                                                                     | Yes, PASS                                                                                                                                                                                                                                                                          | No, FAIL |                                            |
| 4.1    | <b>ROOM CODE and ROOM LOCATION:</b><br><br>right/left _____<br>front/rear _____<br>floor level _____                                                                | ROOM CODES<br>1 = Bedroom or any other room used for sleeping (regardless of type of<br>2 = Dining Room, or Dining Area<br>3 = Second Living Room, Family Room, Den, Playroom, TV Room<br>4 = Entrance Halls, Corridors, Halls, Staircases<br>5 = Additional Bathroom<br>6 = Other |          |                                            |

|        |                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |          |                                         |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------|
| 4.2    | <b>ELECTRICITY</b><br>If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination? |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.3    | <b>ELECTRICAL HAZARDS</b><br>Is the room free from electrical hazards?                                                                                                                                                  |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.4    | <b>SECURITY</b><br>Are all windows and doors that are accessible from the outside lockable?                                                                                                                             |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.5    | <b>WINDOW CONDITION</b><br>If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing OR broken                                     |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from                                                                                                                                                          |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from                                                                                                                                                              |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous                                                                                                                                                    |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do                                                                                                                                    |                                                                                                                                                                                                                                                                             |          | <input type="checkbox"/> Not Applicable |
| 4.10   | <b>SMOKE DETECTORS</b><br>Are smoke detectors in each room used for sleeping? Are they working?                                                                                                                         |                                                                                                                                                                                                                                                                             |          |                                         |
|        | <b>4. OTHER ROOMS USED FOR LIVING OR HALLS</b>                                                                                                                                                                          | DECISION                                                                                                                                                                                                                                                                    |          | Repairs Required                        |
| Item # | Description                                                                                                                                                                                                             | Yes, PASS                                                                                                                                                                                                                                                                   | No, FAIL |                                         |
| 4.1    | <b>ROOM CODE and ROOM LOCATION:</b><br><br>right/left _____<br>front/rear _____<br>floor level _____                                                                                                                    | ROOM CODES<br>1 = Bedroom or any other room used for sleeping (regardless of type of room)<br>2 = Dining Room, or Dining Area<br>3 = Second Living Room, Family Room, Den, Playroom, TV Room<br>4 = Entrance Halls, Corridors, Halls, Staircases<br>5 = Additional Bathroom |          |                                         |
| 4.2    | <b>ELECTRICITY</b>                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.3    | <b>ELECTRICAL HAZARDS</b>                                                                                                                                                                                               |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.4    | <b>SECURITY</b>                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.5    | <b>WINDOW CONDITION</b>                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.6    | <b>CEILING CONDITION</b>                                                                                                                                                                                                |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.7    | <b>WALL CONDITION</b>                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.8    | <b>FLOOR CONDITION</b>                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                             |          |                                         |
| 4.9    | <b>LEAD PAINT</b>                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                             |          | <input type="checkbox"/> Not Applicable |
| 4.10   | <b>SMOKE DETECTORS</b>                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                             |          |                                         |
|        | <b>4. OTHER ROOMS USED FOR LIVING OR HALLS</b>                                                                                                                                                                          | DECISION                                                                                                                                                                                                                                                                    |          | Repairs Required                        |
| Item # | Description                                                                                                                                                                                                             | Yes, PASS                                                                                                                                                                                                                                                                   | No, FAIL |                                         |



|             |                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                          |          |                                         |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------|
| <b>4.1</b>  | <b>ROOM CODE and ROOM LOCATION:</b><br><br>right/left _____<br>front/rear _____<br>floor level _____                                                                                      | ROOM CODES<br>1 = Bedroom or any other room used for sleeping (regardless of type of room)<br>2 = Dining Room, or Dining Area<br>3 = Second Living Room, Family Room, Den, Playroom, TV Room<br>4 = Entrance Halls, Corridors, Halls, Staircases<br>5 = Additional Bathroom<br>6 = Other |          |                                         |
| <b>4.2</b>  | <b>ELECTRICITY</b>                                                                                                                                                                        |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>4.3</b>  | <b>ELECTRICAL HAZARDS</b>                                                                                                                                                                 |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>4.4</b>  | <b>SECURITY</b>                                                                                                                                                                           |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>4.5</b>  | <b>WINDOW CONDITION</b>                                                                                                                                                                   |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>4.6</b>  | <b>CEILING CONDITION</b>                                                                                                                                                                  |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>4.7</b>  | <b>WALL CONDITION</b>                                                                                                                                                                     |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>4.8</b>  | <b>FLOOR CONDITION</b>                                                                                                                                                                    |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>4.9</b>  | <b>LEAD PAINT</b>                                                                                                                                                                         |                                                                                                                                                                                                                                                                                          |          | <input type="checkbox"/> Not Applicable |
| <b>4.10</b> | <b>SMOKE DETECTORS</b>                                                                                                                                                                    |                                                                                                                                                                                                                                                                                          |          |                                         |
|             | <b>5. ALL SECONDARY ROOMS NOT USED FOR LIVING</b>                                                                                                                                         | DECISION                                                                                                                                                                                                                                                                                 |          | Repairs Required                        |
| Item #      | Description                                                                                                                                                                               | Yes, PASS                                                                                                                                                                                                                                                                                | No, FAIL |                                         |
| <b>5.1</b>  | <b>NONE. GO TO PART 6</b>                                                                                                                                                                 |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>5.2</b>  | <b>SECURITY</b><br>Are <i>all</i> windows and doors that are accessible from the outside lockable in                                                                                      |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>5.3</b>  | <b>ELECTRICAL HAZARDS</b><br>Are all these rooms free from electrical                                                                                                                     |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>5.4</b>  | <b>OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS</b><br>Are all of these rooms free of any other potentially hazardous features?<br>For each room with an "other potentially |                                                                                                                                                                                                                                                                                          |          |                                         |
|             | <b>6. BUILDING EXTERIOR</b>                                                                                                                                                               | DECISION                                                                                                                                                                                                                                                                                 |          | Repairs Required                        |
| Item #      | Description                                                                                                                                                                               | Yes, PASS                                                                                                                                                                                                                                                                                | No, FAIL |                                         |
| <b>6.1</b>  | <b>CONDITION OF FOUNDATION</b><br>Is the foundation sound and free from                                                                                                                   |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>6.2</b>  | <b>CONDITION OF STAIRS, RAILS, AND PORCHES</b><br>Are all the exterior stairs, rails and porches sound and free from hazards?                                                             |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>6.3</b>  | <b>CONDITION OF ROOF AND GUTTERS</b><br>Are the roof, gutters and downspouts sound and free from hazards?                                                                                 |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>6.4</b>  | <b>CONDITION OF EXTERIOR SURFACES</b><br>Are exterior surfaces sound and free from                                                                                                        |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>6.5</b>  | <b>CONDITION OF CHIMNEY</b><br>Is the chimney sound and free from                                                                                                                         |                                                                                                                                                                                                                                                                                          |          |                                         |
| <b>6.6</b>  | <b>LEAD PAINT: EXTERIOR SURFACES</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed                                                      |                                                                                                                                                                                                                                                                                          |          | <input type="checkbox"/> Not Applicable |
| <b>6.7</b>  | <b>MANUFACTURED HOMES: TIE DOWNS</b><br>If the unit is a mobile home, it is properly placed a ot a mobile home, check                                                                     |                                                                                                                                                                                                                                                                                          |          |                                         |
|             | <b>7. HEATING, PLUMBING AND</b>                                                                                                                                                           | DECISION                                                                                                                                                                                                                                                                                 |          |                                         |

| Item # | Description                                                                                                                                                                                                                                                                        | Yes, PASS | No, FAIL | Repairs Required |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|
| 7.1    | <b>ADEQUACY OF HEATING EQUIPMENT</b><br>a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms<br>b. Is the heating equipment oversized by more than 15%?<br>c. Are pipes and ducts located in unconditioned space insulated? |           |          |                  |
| 7.2    | <b>SAFETY OF HEATING EQUIPMENT</b><br>Is the unit free from unvented fuel burning                                                                                                                                                                                                  |           |          |                  |
| 7.3    | <b>VENTILATION AND ADEQUACY OF COOLING</b><br>Does this unit have adequate ventilation and cooling by means of operable windows or a                                                                                                                                               |           |          |                  |
| 7.4    | <b>HOT WATER HEATER</b><br>Is hot water heater located, equipped, and installed in a safe manner?                                                                                                                                                                                  |           |          |                  |
| 7.5    | <b>WATER SUPPLY</b><br>Is the unit served by an approvable public or private sanitary water supply?                                                                                                                                                                                |           |          |                  |
| 7.6    | <b>PLUMBING</b><br>Is plumbing free from major leaks or corrosion that causes serious and                                                                                                                                                                                          |           |          |                  |
| 7.7    | <b>SEWER CONNECTION</b><br>Is plumbing connected to an approvable                                                                                                                                                                                                                  |           |          |                  |
|        | <b>8. GENERAL HEALTH AND SAFETY</b>                                                                                                                                                                                                                                                | DECISION  |          |                  |
| Item # | Description                                                                                                                                                                                                                                                                        | Yes, PASS | No, FAIL | Repairs Required |
| 8.1    | <b>ACCESS TO UNIT</b> Can the unit be entered without having to go through                                                                                                                                                                                                         |           |          |                  |
| 8.2    | <b>EXITS:</b> Is there an acceptable fire exit from this building that is not blocked?                                                                                                                                                                                             |           |          |                  |
| 8.3    | <b>EVIDENCE OF INFESTATION</b><br>Is the unit free from rats or severe infestation by mice or vermin?                                                                                                                                                                              |           |          |                  |
| 8.4    | <b>GARBAGE AND DEBRIS</b><br>Is the unit free from heavy accumulation of garbage or debris inside and outside?                                                                                                                                                                     |           |          |                  |
| 8.5    | <b>REFUSE DISPOSAL</b><br>Are there adequate covered facilities for temporary storage and disposal of food                                                                                                                                                                         |           |          |                  |
| 8.6    | <b>INTERIOR STAIRS AND COMMON HALLS</b><br>Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on                                                                                                                     |           |          |                  |
| 8.7    | <b>OTHER INTERIOR HAZARDS</b><br>Is the interior of the unit free from any other hazards not specifically identified                                                                                                                                                               |           |          |                  |
| 8.8    | <b>ELEVATORS</b><br>Are they working and safe?                                                                                                                                                                                                                                     |           |          |                  |



**Rental Assistance Agreement Letter**(click [here](#) to return to relevant section of the manual)

(date)

(landlord address)

\_\_\_\_\_ (Head of Household) has been approved to receive temporary financial assistance through the Emergency Solutions Grant program. The program is designed to help the participant secure and/or retain housing and be a successful tenant. Our agency will maintain regular contact during his/her time in the program to assist him/her with any problems related to his/her housing or tenancy. The program does not, however, assume any responsibility for the tenant's rent or for compliance with the lease. The tenant is fully responsible for complying with the terms of the lease he/she has with you.

The person named above has been approved for assistance with (check all that apply):

- A rental deposit in the amount of \$\_\_\_\_\_
- A short-term rent subsidy in the amount of \$\_\_\_\_\_ (currently approved until \_\_\_\_\_

date. This subsidy may be extended at the program's discretion)

- Assistance with past due rent in the amount of \$\_\_\_\_\_

All other payments under the terms of the lease are the responsibility of the tenant.

[Name of Housing Agency]\_\_\_\_\_, will provide the above housing assistance payments to you beginning [date]. By signing below, you agree to apply all payments you receive on the tenant's behalf toward the specified housing-related costs on the check. The termination of housing assistance payments shall not affect the household's other rights under the lease.

The tenant is required to notify us if he or she moves; however, if you ever receive a subsidy check for a tenant who has moved, it is your responsibility to return the check to us. Financial assistance from this program can only be used toward the housing-related costs of the tenant named above while he/she resides in your housing. You also must notify us if during the term of this agreement you notify the tenant to vacate or if you lodge any complaint under state or local law to commence an eviction.

You are welcome to contact me if you have any questions or concerns regarding the program or this tenant's housing. [name, title at 510 XXX-XXXX or [housing specialist @ agency.org](mailto:housing_specialist@agency.org)]. Thank you for working with us.

Sincerely,

**I have read this agreement and I agree to accept payments on behalf of the tenant listed above as described in this letter. I have provided a W-9 form to the agency.**

**Property Owner/Property Manager Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Three Month Reassessment of Eligibility**

(click [here](#) to return to relevant section of the manual)

Reassessment Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Agency: \_\_\_\_\_

Program:  ESG  FRHP  PRCS  Other: \_\_\_\_\_

Head of Household Name: \_\_\_\_\_

Service Point ID: \_\_\_\_\_



**Before beginning this Reassessment form, collect copies of updated income documentation for the household.**

Has there been a change in address or phone since the last assessment?

- No Change
- Address and/or phone has changed; new information below **(Enter into HMIS Housing Sub-assessment)**

Current STREET Address: \_\_\_\_\_ Apartment or Unit Number: \_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_


Start Date (Date moved into Permanent Housing) \_\_\_\_/\_\_\_\_/\_\_\_\_

- a) Total Household Members living/will live at this address: \_\_\_\_
- b) Total ADULTS living/will live at this address: \_\_\_\_
- c) Total CHILDREN living/will live at this address \_\_\_\_ (NOTE:  $a - b = c$ )

**Time in Program**

Has household **a)** received 24 months of ESG assistance in last 36 months or **b)** exceeded other program time limits?

- Yes  No

 **If household has exceeded eligible time in program, record the determination below, and complete the HMIS Exit Form for all adults.**

**Income Status Eligibility (Complete the income reassessment form attached for each adult and enter into HMIS)**

What is the total gross household monthly income (include all household members)? \$ \_\_\_\_

What is the total gross household annual income? \$ \_\_\_\_\_ (monthly amount x 12)

Using the chart below, circle the household size and determine the percent of Area Median Income (AMI)

| Household Size | 1        | 2        | 3        | 4        | 5        | 6        |
|----------------|----------|----------|----------|----------|----------|----------|
| 30% AMI        | \$26,050 | \$29,750 | \$33,450 | \$37,150 | \$40,150 | \$43,100 |
| 31-50% AMI     | \$43,400 | \$49,600 | \$55,800 | \$61,950 | \$66,950 | \$71,900 |

AMI information current as of 2019

Please check the household's current income status AND the documentation attached

No Income

1-30% AMI

31-50% AMI

Over 50% AMI

Copy of Payment  
 Statement / Benefit  
 Notice

Alimony, spousal  
 or child support

GA, SSI, SSDI, or  
 TANF

Private Disability

Pension /  
 Retirement

Unemployment  
 or Workers'  
 Comp

Interest /  
 Dividend Income

Copy of Pay Stubs

Earned Income

Copy of Federal or  
 State Tax Return

Self-Employment  
 Income Self-  
 Certification

No Income

May 12, 2020



**If household has income greater than 30% of Median Income for the ESG program, or greater than 50% of AMI for the PRCS or FRHP program, discontinue assistance.** Record the determination below, and complete the Exit Form for all adults.

**Is household receiving now or going to begin to receive a housing subsidy from another program?**

Yes

No

Subsidy: \_\_\_\_\_ Start date:     / \_\_\_\_ / \_\_\_\_



If household receives another subsidy, household is not eligible for continued *financial* assistance at the same time.

Household may continue to receive supportive services if needed to prevent homelessness. Skip to Housing Stability Plan Progress.

**Rent as Portion of Income**

Is the household receiving Financial Assistance to remain housed?  Yes  
 No

What is the **TOTAL** monthly rent? \_\_\_ (the total rent, *not the portion currently paid by tenant*) Rent to Income ratio:

$$\frac{\text{Total Monthly Rent ( _____ )}}{\text{Gross Monthly Household Income ( _____ )}} \times 100 = \text{_____ \%}$$



**Housing Stability Plan Progress**

Progress toward Obtaining or Maintaining Appropriate Housing:

- Achieved and Complete     Making adequate progress     Not making adequate progress

Progress toward Income or Employment Goals:

- Achieved and Complete     Making adequate progress     Not making adequate progress     Does Not Apply

Progress toward Other Stability Goals:

- Achieved and Complete     Making adequate progress     Not making adequate progress     Does Not Apply

**Comments on Plan Progress, Accomplishments and Barriers:**

|  |
|--|
|  |
|  |
|  |

**Does household have financial resources and/or support networks that can help them gain/remain in housing?**

|  |
|--|
|  |
|  |
|  |



If household has other resources or support networks that can help them gain or remain in housing that are adequate to secure their housing, **discontinue assistance**. Record the determination below, and complete the HMIS Exit Form for all adults.



**RESULT OF REASSESSMENT:**

**Discontinuing Program Assistance:**

- Received maximum permitted assistance
- Over Income
- Below targeted rent to
- Receiving housing income ratio and does not subsidy and does not require services.
- Completed Housing Stability Plan Goals
- Has other resources

**Continuing Assistance:**

- Continue housing stability if income has changed
- Continue financial assistance, revise/update housing stabilization plan and prepare new budget
- New Budget (if applicable)

**Attached:**

- Revised Housing Stability Plan

*After completing the reassessment of eligibility, I have been informed that I/my household am/are eligible for continued assistance from this program. I understand that my participation agreement remains in force and that a new stability plan, budget and financial contribution may be required. I understand that I will be reassessed again within three months **or less** and that assistance may be discontinued at any time.*

Head of Household Signature: \_\_\_\_\_

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

Staff member signature: \_\_\_\_\_

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

**3 MO. INCOMEREASSESSMENT FORM**

Assessment Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (For backdate mode) Service Point ID# \_\_\_\_\_

Program/Provider: \_\_\_\_\_

**Client Profile**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_ Suffix: \_\_\_\_\_

| Monthly Income                                                                                                                   |                | Non-Cash Benefits                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------|--|
| Have you received income from any source in the past 30 days?                                                                    |                | Have you received any of the non-cash benefits listed below in the past 30 days?                                                 |  |
| <input type="checkbox"/> No <input type="checkbox"/> Yes<br><input type="checkbox"/> Don't Know <input type="checkbox"/> Refused |                | <input type="checkbox"/> No <input type="checkbox"/> Yes<br><input type="checkbox"/> Don't Know <input type="checkbox"/> Refused |  |
| Source                                                                                                                           | Monthly Amount | Source                                                                                                                           |  |
| <input type="checkbox"/> Alimony or other spousal support                                                                        | \$ _____ .00   | <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)                      |  |
| <input type="checkbox"/> Child support                                                                                           | \$ _____ .00   | <input type="checkbox"/> MediCAL health insurance program (MEDICAID)                                                             |  |
| <input type="checkbox"/> Earned Income                                                                                           | \$ _____ .00   | <input type="checkbox"/> MEDICARE health insurance program                                                                       |  |
| <input type="checkbox"/> General Assistance (GA)                                                                                 | \$ _____ .00   | <input type="checkbox"/> Healthy Families Insurance program (SCHIP)                                                              |  |
| <input type="checkbox"/> Pension from a former job                                                                               | \$ _____ .00   | <input type="checkbox"/> Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)                           |  |
| <input type="checkbox"/> Private disability insurance                                                                            | \$ _____ .00   | <input type="checkbox"/> Veteran's Administration (VA) Medical Services                                                          |  |
| <input type="checkbox"/> Social Security (retirement income)                                                                     | \$ _____ .00   | <input type="checkbox"/> TANF/CalWORKS Child Care services                                                                       |  |
| <input type="checkbox"/> Social Security Disability Income _____ .00 (SSDI)                                                      | \$ _____ .00   | <input type="checkbox"/> TANF/CalWORKS transportation services                                                                   |  |
| <input type="checkbox"/> Supplemental Security Income or SSI                                                                     | \$ _____ .00   | <input type="checkbox"/> Other TANF/ CalWORKS-funded services                                                                    |  |
| <input type="checkbox"/> (TANF) Temporary Assistance for _____ .00 Needy Families                                                | \$ _____ .00   | <input type="checkbox"/> Section 8, public housing, or other rental assistance                                                   |  |
| <input type="checkbox"/> Unemployment Insurance                                                                                  | \$ _____ .00   | <input type="checkbox"/> Other source                                                                                            |  |
| <input type="checkbox"/> A veteran's disability payment                                                                          | \$ _____ .00   | <input type="checkbox"/> Temporary Rental Assistance                                                                             |  |

**Total monthly income** \$ \_\_\_\_\_ .00

Complete one income reassessment for each adult in the household and combine for total household income for program reassessment purposes.





## Appendix Part III: Monitoring of Subrecipients



**City of Berkeley**  
**Contract Monitoring Guide**  
**Agency Administrative Review**

Housing and Community Services Department  
 2180 Milvia Street/2<sup>nd</sup> Floor  
 Berkeley, CA 94704

## 1. General Information

|                                                                |                                                                |
|----------------------------------------------------------------|----------------------------------------------------------------|
| Agency:                                                        |                                                                |
| Address:                                                       |                                                                |
| Phone:                                                         |                                                                |
| Date of Last Visit:                                            | <b>Review file for last monitoring. Make note of findings.</b> |
| Visit Date:                                                    | <b>Later summer – fall. Done by end of November for RFP</b>    |
| Contract Number:                                               |                                                                |
| Monitoring Review Period:                                      | <b>1<sup>st</sup> year of a two year contract</b>              |
| Amount of Contract:                                            |                                                                |
| Funding Sources:                                               |                                                                |
| Agency Staff Interviewed During Visit:<br>(Name and Job Title) | <b>Executive Director, Operations Director, HR Director</b>    |
| Monitoring Type:                                               |                                                                |

## 2. Administration

| A. Contract Review                                                                                                                                                                                                                                 | Y | N | N/A | Comments                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|--------------------------------------|
| 1. Are copies of current contracts, subcontracts and amendments kept on file at agency for review? (If no, note where items are kept.)                                                                                                             |   |   |     |                                      |
| 2. Has agency submitted reports, invoices, and other required materials on a timely basis? (If no, state actions taken to resolve problem.)                                                                                                        |   |   |     | <b>Monitor check prior to visit.</b> |
| 3. 501(c)(3) Letter of Determination uploaded in CDS?                                                                                                                                                                                              |   |   |     | “ “                                  |
| 4. Is the agency in good standing with the State of CA?<br><a href="https://www.ftb.ca.gov/businesses/Exempt_organizations/Entity_list.shtml">https://www.ftb.ca.gov/businesses/Exempt_organizations/Entity_list.shtml</a>                         |   |   |     | “ “                                  |
| 5. Is the agency in good standing with the IRS? <a href="https://www.irs.gov/Charities-&amp;-Non-Profits/Exempt-Organizations-Select-Check">IRS Agency Check https://www.irs.gov/Charities-&amp;-Non-Profits/Exempt-Organizations-Select-Check</a> |   |   |     | “ “                                  |
| 6. Articles of Incorporation uploaded in CDS?                                                                                                                                                                                                      |   |   |     | “ “                                  |
| 7. Agency By-Laws uploaded in CDS?                                                                                                                                                                                                                 |   |   |     | “ “                                  |
| 8. Authorized Signatory uploaded in CDS?                                                                                                                                                                                                           |   |   |     | “ “                                  |
| 9. Berkeley Business License uploaded in CDS?                                                                                                                                                                                                      |   |   |     | “ “                                  |
| 10. Certificates of Insurance uploaded in CDS?: (Article 12.C.)                                                                                                                                                                                    |   |   |     | “ “                                  |
| a. Workers' Compensation                                                                                                                                                                                                                           |   |   |     | “ “                                  |
| b. General Liability, including Endorsement Certificate                                                                                                                                                                                            |   |   |     | “ “                                  |
| c. Vehicle                                                                                                                                                                                                                                         |   |   |     | “ “                                  |

| B. Agency Policy and Procedures                                                                                                                                                                                                                                                                                                                               | Y | N | N/A | Comments                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|--------------------------------------|
| 1. Does the agency have an Operations Manual?                                                                                                                                                                                                                                                                                                                 |   |   |     | <b>Ask for copy if not on file.</b>  |
| 2. Is the agency's current organizational chart on file?                                                                                                                                                                                                                                                                                                      |   |   |     | <b>Monitor check prior to visit.</b> |
| 3. Is the agency's current Non-discrimination Assurance Policy on file? (See City Ordinance No. 5876 N.S. and Americans with Disabilities Act of 1990, Civil Rights, Housing & Community Development, and Age Discrimination Acts, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and others listed in COB contract Articles 13.A.5&6. & 21.) |   |   |     | “ “                                  |
| 4. Is the Agency's Written Conflict of Interest Policy with                                                                                                                                                                                                                                                                                                   |   |   |     | “ “                                  |

| B. Agency Policy and Procedures                                                                                                                                                                                                                                                         | Y | N | N/A | Comments |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| appropriate safeguards in place on file? (See 2 CFR Part 215.42) (Article 15.) “<br><a href="https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf">https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf</a> |   |   |     |          |
| 5. Have there been any problems with conflicts of interest within the agency? (If yes, explain how agency has addressed the conflict.)                                                                                                                                                  |   |   |     |          |

| C. Board of Directors Review ( <i>reference</i> : Brown Act, By Laws)                                                                                               | Y | N | N/A | Comments                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|--------------------------------------|
| 1. What is the date of the last board meeting?                                                                                                                      |   |   |     | <b>Check for on-site copies.</b>     |
| 2. How many meetings were held during the contract review period? Is the number of meetings in compliance with the Agency's By-Laws?                                |   |   |     |                                      |
| 3. Is a current list of Board Members (Board Roster) on file with HCS?                                                                                              |   |   |     | <b>Monitor check prior to visit.</b> |
| a. Does the board composition comply with Agency by-laws? (Contact information, titles, committees, low- income representatives, etc.)                              |   |   |     |                                      |
| 4. Is there a copy of agenda and board minutes for each meeting on file at agency? (If no, explain.)                                                                |   |   |     |                                      |
| 5. Has the Board or board committee members conducted any closed meetings, Executive Sessions or special meetings during contract review period? (If yes, explain.) |   |   |     |                                      |
| 6. Describe any strategic planning/organizational development activities undertaken since last visit in comments section.                                           |   |   |     |                                      |

| Monitoring Results: Administration |                                                           |                                |                                    |
|------------------------------------|-----------------------------------------------------------|--------------------------------|------------------------------------|
| Finding, Concern or Recommendation | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding or Concern Resolved? (Y/N) |
| 1.                                 |                                                           |                                |                                    |
| 2.                                 |                                                           |                                |                                    |

### 3. Personnel Management

| A. Personnel Management                                                                                                                                    | Y | N | N/A | Comments                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|------------------------------------------|
| 1. Does the agency have a personnel manual with clear and comprehensive policies and procedures?                                                           |   |   |     |                                          |
| a. If yes, does the manual contain an employee grievance procedure?                                                                                        |   |   |     |                                          |
| 2. Does the agency require all of its employees to sign a code of conduct or conflict of interest statement? (Article 15.)                                 |   |   |     |                                          |
| 3. Does the agency service clients under the age of 18? If yes, does the agency have a policy and procedure for complying with the following requirements: |   |   |     |                                          |
| a. TB Testing (Article 17.B.)                                                                                                                              |   |   |     |                                          |
| b. Criminal Background Check (Article 17.A.)                                                                                                               |   |   |     |                                          |
| c. Is the agency's Child Abuse Reporting Policy on File? (Agencies with Mandated Reporters only.)                                                          |   |   |     |                                          |
| 4. Does the agency have an Adult Abuse Report policy on file? (Agencies with Mandated reporters only.)                                                     |   |   |     |                                          |
| 5. Are current job descriptions prepared for all COB                                                                                                       |   |   |     | <b>Obtain any new/updated documents.</b> |

| A. Personnel Management                                                                                                                     | Y | N | N/A | Comments                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|-----------------------------------------------------------------------------------------------|
| positions? Are they on file? (Article 6.)                                                                                                   |   |   |     |                                                                                               |
| 6. Are the resumes of all staff included in the COB contract budget/Statement of Expense reports on file? (Article 1.A.)                    |   |   |     | <b>Check all, within reason. Some exceptions may apply (such as rotating clinical staff).</b> |
| 7. Was there any violation to the City's Employment of Near Relatives Policy during the review period?                                      |   |   |     |                                                                                               |
| a. Waiver Requested?                                                                                                                        |   |   |     |                                                                                               |
| b. Waiver Approved?                                                                                                                         |   |   |     |                                                                                               |
| c. If yes, explain the exception and how the agency is managing the personnel functions of employees involved.                              |   |   |     |                                                                                               |
| 8. Are there significant staff vacancies for the program? (Explain.)                                                                        |   |   |     |                                                                                               |
| 9. Does the agency adequately supervise staff? (Describe the method.)                                                                       |   |   |     | <b>Describe method and frequencies.</b>                                                       |
| 10. Does the agency provide staff development and training? (Describe the efforts.)                                                         |   |   |     |                                                                                               |
| 11. Does the agency conduct regular staff meetings to coordinate program activities? (Provide the frequency.)                               |   |   |     |                                                                                               |
| 12. Does the agency make efforts to hire Berkeley residents, patronize Berkeley businesses, and/or hire women- and minority-owned business? |   |   |     |                                                                                               |

| Monitoring Results: Personnel Management |                                                           |                                |                                    |
|------------------------------------------|-----------------------------------------------------------|--------------------------------|------------------------------------|
| Finding, Concern or Recommendation       | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding or Concern Resolved? (Y/N) |
| 1.                                       |                                                           |                                |                                    |
| 2.                                       |                                                           |                                |                                    |

4. Agency Strengths

| Note agency strengths below: |
|------------------------------|
| 1.                           |
| 2.                           |
| 3.                           |
| 4.                           |

\_\_\_\_\_  
Contract Monitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Manager

\_\_\_\_\_  
Date



**City of Berkeley  
Contract Monitoring Guide  
Program Review**

Housing and Community Services Department  
2180 Milvia Street/2<sup>nd</sup> Floor  
Berkeley, CA 94704

### 1. General Information

|                                                                |                                                        |
|----------------------------------------------------------------|--------------------------------------------------------|
| Agency:                                                        |                                                        |
| Program Name:                                                  |                                                        |
| Address:                                                       |                                                        |
| Phone:                                                         |                                                        |
| Date of Last Visit:                                            |                                                        |
| Visit Date:                                                    |                                                        |
| Contract Number:                                               |                                                        |
| Monitoring Review Period:                                      |                                                        |
| Amount of Contract:                                            |                                                        |
| Funding Sources:                                               |                                                        |
| Agency Staff Interviewed During Visit:<br>(Name and Job Title) | <b>Program Manager, Case Manager, line staff, etc.</b> |
| Monitoring Type:                                               |                                                        |

### 2. Resource Coordination *(complete this section for each program reviewed)*

| A. Volunteer Resources                                                                                                                              | Y | N | N/A | Comments |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 1. Does the program seek and receive volunteer support from the local community or past clients? (describe how services are documented in comments) |   |   |     |          |

| B. Collaboration                                                                                                                                                                    | Y | N | N/A | Comments |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 1. Does the program have a mutual referral system established with other CBO's?                                                                                                     |   |   |     |          |
| 2. Does the agency/program participate in other collaborations to maximize services/minimize duplication of services?                                                               |   |   |     |          |
| 3. If the program is required to collaborate with other COB funded agencies, do they have supporting documentation providing evidence of this collaboration and/or referral system? |   |   |     |          |

| Monitoring Results: Resource Coordination |                                                           |                                |                                    |
|-------------------------------------------|-----------------------------------------------------------|--------------------------------|------------------------------------|
| Finding, Concern or Recommendation        | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding or Concern Resolved? (Y/N) |
| 1.                                        |                                                           |                                |                                    |
| 2.                                        |                                                           |                                |                                    |

### 3. Facility Safety *(complete this section for each program reviewed)*

| A. Safety                                                      | Y | N | N/A | Comments |
|----------------------------------------------------------------|---|---|-----|----------|
| 1. Does the program site(s) have an Emergency Evacuation Plan? |   |   |     |          |
| 2. Does the program have a First Aid kit on site(s)?           |   |   |     |          |
| 3. Does the agency/program have a Disaster Response Plan?      |   |   |     |          |
| 4. Are relevant material safety data sheets (MSDS)             |   |   |     |          |



| A. Safety              | Y | N | N/A | Comments |
|------------------------|---|---|-----|----------|
| sheets posted on site? |   |   |     |          |

| Monitoring Results: Facility Safety |                                                           |                                |                                    |
|-------------------------------------|-----------------------------------------------------------|--------------------------------|------------------------------------|
| Finding, Concern or Recommendation  | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding or Concern Resolved? (Y/N) |
| 1.                                  |                                                           |                                |                                    |
| 2.                                  |                                                           |                                |                                    |

4. Client Services (complete this section for each program reviewed)

| A. Outreach                                                                                                                                      | Y | N | N/A | Comments |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 1. Does the agency/program conduct outreach to inform potentially eligible recipients of available assistance? Note what type of outreach below. |   |   |     |          |
| a. Public Services Announcements                                                                                                                 |   |   |     |          |
| b. Presentations                                                                                                                                 |   |   |     |          |
| c. Mail                                                                                                                                          |   |   |     |          |
| d. Flyers                                                                                                                                        |   |   |     |          |
| e. Brochures/Pamphlets                                                                                                                           |   |   |     |          |
| f. Internet                                                                                                                                      |   |   |     |          |
| g. Other                                                                                                                                         |   |   |     |          |
| 2. Are outreach materials available in languages other than English? (Note other languages if applicable.)                                       |   |   |     |          |

| B. Program Accessibility                                                                                                                                                                                            | Y | N | N/A | Comments                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|-----------------------------------------------------------------------------------|
| 1. Is the program's facility close to public transit?                                                                                                                                                               |   |   |     |                                                                                   |
| 2. Is the program's facility accessible to clients with disabilities?                                                                                                                                               |   |   |     | <b>ADA checklist and other resources available for agencies in monitor tools.</b> |
| 3. Are the program hours accessible to the desired population?                                                                                                                                                      |   |   |     |                                                                                   |
| 4. Did the agency maintain records regarding the implementation of procedures intended to:                                                                                                                          |   |   |     |                                                                                   |
| a. Advertise the eligibility of facilities and services on a non-discriminatory basis to all persons regardless of race, color, religion, sex, age, national origin, familial status and disability? (Obtain copy.) |   |   |     |                                                                                   |
| b. Make available to interested persons information concerning the availability and location of services and facilities accessible to persons with disabilities?                                                    |   |   |     |                                                                                   |

| C. Policies and Procedures                                                                                                                                                           | Y | N | N/A | Comments                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------------------------------------------------------------------------------------------|
| 1. Does the program have a written "policies and procedures" manual? Does this manual include how clients engage with the program?                                                   |   |   |     | <b>Monitor review available information prior to visit for full discussion during visit.</b> |
| 2. Does the program have a written policy that provides a clear description of eligibility criteria for program services? (If yes, obtain copy.)                                     |   |   |     | “ “                                                                                          |
| 3. Is there a process or procedure by which higher-level management (supervisor) reviews documentation of services delivered for each client, as well as eligibility determinations? |   |   |     | “ “                                                                                          |

| C. Policies and Procedures                                                                                           | Y | N | N/A | Comments |
|----------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 4. Does the agency have a written statement of client rights?                                                        |   |   |     | “ “      |
| 5. Does the agency have a written client grievance policy and procedure? (Obtain a copy.)                            |   |   |     | “ “      |
| a. Does this policy and procedure include denial of services or termination of a client's participation in services? |   |   |     | “ “      |
| b. Does this policy include appeals for clients who have been denied services? (If yes, obtain a copy.)              |   |   |     | “ “      |
| c. How and when are clients provided a copy of the policy? (I.e.: enrollment, intake, denial of service?)            |   |   |     | “ “      |
| d. Is a signed copy kept in the client file?                                                                         |   |   |     | “ “      |
| e. Is the policy reviewed at intake?                                                                                 |   |   |     | “ “      |
| f. Is the policy posted on site?                                                                                     |   |   |     | “ “      |
| g. Is the policy easy to understand?                                                                                 |   |   |     | “ “      |
| h. Does the policy describe how to initiate appeals?                                                                 |   |   |     | “ “      |
| i. Does the policy include a clear description of staff positions and contact information?                           |   |   |     | “ “      |
| j. Does the policy include timelines for appeal and appeal response at each stage of the appeal?                     |   |   |     | “ “      |
| k. Is the client informed in writing of the result of the appeal at each stage of the appeal?                        |   |   |     | “ “      |
| l. Does the policy allow for an advocate or other assistance to file grievance/appeal?                               |   |   |     | “ “      |
| m. Are clients provided a written notice when denied services explaining the reason for denial?                      |   |   |     | “ “      |
| n. Does the written notice provide the appeal process?                                                               |   |   |     | “ “      |
| 6. How are grievances tracked by the agency?                                                                         |   |   |     |          |
| a. Have any grievances been filed against the agency in the period?                                                  |   |   |     |          |
| b. If yes, how many?                                                                                                 |   |   |     |          |

| D. Client Files                                                                                                                                                | Y | N | N/A | Comments                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Are adequate files maintained to document services provided to each client?                                                                                 |   |   |     | <b>Obtain a list of clients prior to visit and/or alert program to have this available in order to identify the client files to review (min. 10% or 10 count).</b> |
| 2. Do the files include adequate documentation of program eligibility?                                                                                         |   |   |     |                                                                                                                                                                    |
| 3. Do the files contain adequate documentation of income level? Note below which method the agency uses to document income:                                    |   |   |     |                                                                                                                                                                    |
| a. Income verified through copies of paychecks or verification from other income source                                                                        |   |   |     |                                                                                                                                                                    |
| b. Income verified through self-certification                                                                                                                  |   |   |     |                                                                                                                                                                    |
| c. Income verified through classification in a presumed category.                                                                                              |   |   |     |                                                                                                                                                                    |
| 4. If the agency uses the presumed category, does the client file demonstrate that the service provided is limited to one or a combination of the 8 population |   |   |     |                                                                                                                                                                    |

| D. Client Files                                                                                                                                                                          | Y | N | N/A | Comments |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| segments presumed to be low- and moderate-income by HUD: (Note which categories apply below.)                                                                                            |   |   |     |          |
| a. Abused children                                                                                                                                                                       |   |   |     |          |
| b. Battered spouses                                                                                                                                                                      |   |   |     |          |
| c. Elderly persons                                                                                                                                                                       |   |   |     |          |
| d. Adults meeting the Bureau of Census' Population Report definition of "severely disabled" that applied at the time of this review                                                      |   |   |     |          |
| e. Homeless persons                                                                                                                                                                      |   |   |     |          |
| f. Illiterate adults                                                                                                                                                                     |   |   |     |          |
| g. Persons living with AIDS                                                                                                                                                              |   |   |     |          |
| h. Migrant farm workers                                                                                                                                                                  |   |   |     |          |
| 5. Do the client files include adequate documentation of client contacts, referrals made, and progress in reaching client goals and appropriate service outcomes?                        |   |   |     |          |
| 6. Does the agency charge rent/fees to clients?                                                                                                                                          |   |   |     |          |
| a. If yes, described how rent/fee is calculated in the comments section.                                                                                                                 |   |   |     |          |
| b. Does the client file indicate that client rents/fees were charged correctly?                                                                                                          |   |   |     |          |
| 7. Are client files kept in a secure and locked manner to ensure confidentiality?                                                                                                        |   |   |     |          |
| 8. Are computerized client files kept in a secure manner to ensure confidentiality?                                                                                                      |   |   |     |          |
| 9. Does the agency have an electronic data backup system?                                                                                                                                |   |   |     |          |
| 10. What is the agency's policies and procedures related to retaining client files? Is the agency complying with Article 6 of the contract and retaining files for a minimum of 5 years? |   |   |     |          |
| 11. How are client files destroyed?                                                                                                                                                      |   |   |     |          |

| E. Payee and Money Management Services                                                                        | Y | N | N/A | Comments |
|---------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 1. Does the agency provide payee or money management services? (If NO, skip section)                          |   |   |     |          |
| 2. Does the agency have written policies on how these services are provided? (Obtain copy.)                   |   |   |     |          |
| 3. Can the agency demonstrate client fund balance, both aggregate fund balance and individual client balance? |   |   |     |          |
| 4. Does the agency have a bank statement for accounts?                                                        |   |   |     |          |
| 5. What is the frequency of reconciliation? Please provide the last date of reconciliation.                   |   |   |     |          |
| 6. Is there supporting documentation for expenses paid on behalf of the client?                               |   |   |     |          |
| 7. Are there records of client approval of expenses paid on his/her behalf?                                   |   |   |     |          |
| 8. Are any cash, checks and other fiscal records kept in a secure, locked location?                           |   |   |     |          |
| 9. Are financial services managed by more than one person (separation of duties)? (Describe.)                 |   |   |     |          |

| F. Shelter Plus Care Matching Services                                                                   | Y | N | N/A | Comments                                                                       |
|----------------------------------------------------------------------------------------------------------|---|---|-----|--------------------------------------------------------------------------------|
| 1. Does the agency provide services to City of Berkeley Shelter Plus Care clients? (If NO, skip section) |   |   |     | <b>Needs to be yes. Coordinate with S+C staff for policies and procedures.</b> |
| 2. Does the agency provide matching services to City's                                                   |   |   |     | " "                                                                            |

|                                                                                         |  |  |     |
|-----------------------------------------------------------------------------------------|--|--|-----|
| Shelter Plus Care program?                                                              |  |  |     |
| 3. How is the agency's matching services calculated? (describe in the comments section) |  |  | “ “ |
| 4. Does the agency have on-site support for previously-submitted match reports?         |  |  | “ “ |

| Monitoring Results: Client Services |                                                           |                                |                                 |
|-------------------------------------|-----------------------------------------------------------|--------------------------------|---------------------------------|
| Total Number of Files: _____        | Total Number of Files Reviewed: _____                     |                                |                                 |
| Finding, Concern or Recommendation  | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding/Concern Resolved? (Y/N) |
| 1.                                  |                                                           |                                |                                 |
| 2.                                  |                                                           |                                |                                 |

5. Program Reporting and Evaluation (complete this section for each program reviewed)

| A. Program Reporting (Article 7.)                        | Y | N | N/A | Comments |
|----------------------------------------------------------|---|---|-----|----------|
| 1. Were Program Reports submitted on or before due date? |   |   |     |          |
| 2. Were the reports accurate?                            |   |   |     |          |

| B. Program Outcomes                                                                                                                                                             |  |  |  |                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|-----------------------------------|
| 1. Do more than 51% of clients served have incomes below 80% of Area Median Income? <a href="http://www.hcd.ca.gov/">http://www.hcd.ca.gov/</a>                                 |  |  |  | <b>Print out program reports.</b> |
| 2. Has the agency accomplished the outcomes goals as stipulated in the contract? (If no, explain.)                                                                              |  |  |  |                                   |
| 3. Does the agency have adequate back-up documentation for the outcomes reported in the (client) file? (If yes, describe documentation method in comments. If no, explain why.) |  |  |  |                                   |
| 4. Has the agency accomplished the service measures as stipulated in the contract? (If no, explain.)                                                                            |  |  |  |                                   |
| 5. Does the agency have adequate back-up documentation for the service measures reported in the (client) file? (If yes, describe documentation method. If no, explain why.)     |  |  |  |                                   |
| 6. Does the agency make additional efforts to monitor and evaluate the effectiveness of agency services? Explain how in the comments section.                                   |  |  |  |                                   |

| Monitoring Results: Program Outcomes |                                                           |                                |                                    |
|--------------------------------------|-----------------------------------------------------------|--------------------------------|------------------------------------|
| Finding, Concern or Recommendation   | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding or Concern Resolved? (Y/N) |
| 1.                                   |                                                           |                                |                                    |
| 2.                                   |                                                           |                                |                                    |

6. Rehab Services (complete this section for each rehab program reviewed)

| A. Single Family                                                                                                                                                                                                                                                                           | Y | N | N/A | Comments |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 1. Does the project file for the CDBG assistance provide a full description sufficient to show that the activity is eligible and has been properly classified under Subpart C of Part 570? [24 CFR 570.506(a)]                                                                             |   |   |     |          |
| 2. Is there documentation that shows that the applicant is low- and moderate-income, based on the applicant's household size and household income at the time the assistance was provided? [24 CFR 570.208(a)(3) and 24 CFR 570.506(b)(4)(iii)]                                            |   |   |     |          |
| 3. Is there a copy of a written agreement (lease) between the program participant and the landlord receiving CDBG assistance? [24 CFR 570.506(b)(4)(i)]                                                                                                                                    |   |   |     |          |
| 4. Is there a copy of an initial property inspection on file?                                                                                                                                                                                                                              |   |   |     |          |
| 5. Does the file contain a Work Write-Up and Cost Estimate that addresses the issues raised in the initial inspection?                                                                                                                                                                     |   |   |     |          |
| 6. Is there a contract between the owner and the subrecipient, or the owner and the contractor in the file, which contains either: (i) a list of all of the work to be performed, or (ii) refer to some other document (e.g., a work write-up) that lists all of the work to be performed? |   |   |     |          |
| 7. Was a local building permit obtained for the job? Did the building official sign off on the permit, indicating that the work was completed?                                                                                                                                             |   |   |     |          |
| 8. If applicable, were Davis-Bacon requirements met?                                                                                                                                                                                                                                       |   |   |     |          |
| 9. Were the environmental requirements at Part 58 met?                                                                                                                                                                                                                                     |   |   |     |          |

| B. Other | Y | N | N/A | Comments |
|----------|---|---|-----|----------|
| 1.       |   |   |     |          |

| Monitoring Results: Rehab Services |                                                           |                                |                                    |
|------------------------------------|-----------------------------------------------------------|--------------------------------|------------------------------------|
| Finding, Concern or Recommendation | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding or Concern Resolved? (Y/N) |
| 1.                                 |                                                           |                                |                                    |
| 2.                                 |                                                           |                                |                                    |

7. Program Strengths

| Note program strengths below: |
|-------------------------------|
| 1.                            |
| 2.                            |
| 3.                            |
| 4.                            |

Contract Monitor

Date

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Division Manager

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Date



**City of Berkeley**  
**Contract Monitoring Guide**  
**Financial Services Review**

Housing and Community Services Department  
 2180 Milvia Street/2<sup>nd</sup> Floor  
 Berkeley, CA 94704

## 1. General Information

|                                        |                                                                |
|----------------------------------------|----------------------------------------------------------------|
| Agency:                                |                                                                |
| Address:                               |                                                                |
| Phone:                                 |                                                                |
| Date of Last Visit:                    |                                                                |
| Visit Date:                            |                                                                |
| Contract Number:                       |                                                                |
| Monitoring Review Period:              |                                                                |
| Amount of Contract:                    |                                                                |
| Funding Sources:                       |                                                                |
| Agency Staff Interviewed During Visit: |                                                                |
| (Name and Job Title)                   | <b>Executive Director, Financial Officer, Accountant, etc.</b> |
| Monitoring Type:                       |                                                                |

## 2. Financial Management

| A. Fiscal Policies and Procedures (Article 8.)                                                                                                                 | Y | N | N/A | Comments                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|--------------------------------------------------------------------------------------------------|
| 1. Does the Agency have clear and comprehensive fiscal policies and procedures?                                                                                |   |   |     |                                                                                                  |
| 2. If yes, do they include the following key internal controls?                                                                                                |   |   |     |                                                                                                  |
| a. Do the policies include procedures for determining the reasonableness, allowability, and allocability of costs?                                             |   |   |     |                                                                                                  |
| b. A fiscal records retention policy that complies with the 5-year minimum retention policy listed in the COB Contract. (Article 6.)                           |   |   |     |                                                                                                  |
| c. How does the agency assure security of agency funds and property so they are used solely for authorized purposes? (Article 8.) Provide onsite confirmation. |   |   |     | <b>Check for red flag items like petty cash box, cash/credit cards, valuable equipment, etc.</b> |
| d. Adequate segregation of duties?                                                                                                                             |   |   |     |                                                                                                  |
| e. Do the policies outline who is authorized to approve financial transactions?                                                                                |   |   |     | <b>Segregation of duties.</b>                                                                    |
| f. How does the Agency secure storage of assets, blank checks, and confidential documents. Provide onsite confirmation.                                        |   |   |     | <b>Agency should submit a list of assets at 4<sup>th</sup> quarter (in CDS).</b>                 |

| B. Record Keeping (Article 6 & 8.)                                                                                                                                  | Y | N | N/A | Comments                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|--------------------------------------------------------------|
| 1. What is the agency's basis for accounting? (Note in comments: Cash, Accrual, Modified Accrual, Other.)                                                           |   |   |     | <b>See glossary of accounting terms in monitoring tools.</b> |
| 2. Are books of accounts and financial statements prepared in-house, and supported by a clear and comprehensive accounting manual? (If no, note where in comments.) |   |   |     | <b>Obtain a copy.</b>                                        |
| 3. Does the financial system contain sufficient information and reflect proper accounting treatment of financial transactions, including:                           |   |   |     |                                                              |
| a. Bank accounts and cash balances?                                                                                                                                 |   |   |     |                                                              |
| b. Disbursement details, including date, payee,                                                                                                                     |   |   |     |                                                              |

| B. Record Keeping (Article 6 & 8.)                                                                                                                                                                                   | Y | N | N/A | Comments |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| name, account, expense classification, and other relevant information?                                                                                                                                               |   |   |     |          |
| c. Segregation of funds from different sources? Does agency have existing standard financial record keeping system to be used for accounting for grant/COB contract funds? (Article 6.A.3.a & 8.A. in COB contract.) |   |   |     |          |
| d. Comparison of expense against budgets? (Article 8.A. & 8.C. in COB contract.)                                                                                                                                     |   |   |     |          |
| e. Initial records and subsequent clearing of cash advances?                                                                                                                                                         |   |   |     |          |
| f. Accrual of expenditures to match costs to proper period (if accrual method is used).                                                                                                                              |   |   |     |          |

| C. Financial Reports (Article 6.)                                                                                                                                                                                                                        | Y | N | N/A | Comments |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 1. Are financial records (including balance sheet and statement of revenue and expense) reconciled, maintained, up-to-date, and reviewed by Executive Director on a monthly basis? (Note the frequency.)                                                 |   |   |     |          |
| 2. Does the Board review the financial reports? (Note the frequency.)                                                                                                                                                                                    |   |   |     |          |
| 3. Are the financial statements audited by an independent account? Or has the agency been monitored by any other funder during the period? (Note date of most recent Audited Financial Statement in comments.)                                           |   |   |     |          |
| a. If yes, were there any findings? (Findings must be included in City Desk Audit and their resolution tracked.)                                                                                                                                         |   |   |     |          |
| b. Did the agency correct the findings? (Note how corrected.)                                                                                                                                                                                            |   |   |     |          |
| 4. If the agency was not independently audited, were year-end financial statements prepared and available for review?                                                                                                                                    |   |   |     |          |
| 5. Did the Agency receive more than \$750,000 in federal funds during the review period? 2 CFR Part 200.501. <a href="https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf">https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf</a> |   |   |     |          |
| a. If so, what is the date of the Agency's most recent Single Audit? Please provide a copy. Search Audit Database here: <a href="https://harvester.census.gov/facdissem/main.aspx">https://harvester.census.gov/facdissem/main.aspx</a>                  |   |   |     |          |

| D. Cash/Check Handling                                                                         | Y | N | N/A | Comments |
|------------------------------------------------------------------------------------------------|---|---|-----|----------|
| 1. Are disbursements properly authorized prior to check issuance or cash outlay?               |   |   |     |          |
| 2. Is there proper segregation of duties for signing checks and withdrawing sub-grant funds?   |   |   |     |          |
| 3. Were checks signed by authorized signatories?                                               |   |   |     |          |
| 4. Were invoices marked "paid" to avoid double payment?                                        |   |   |     |          |
| 5. Are bank accounts reconciled monthly? (Note frequency and responsible staff.)               |   |   |     |          |
| 6. Are bank reconciliation statements reviewed by appropriate staff? (Note responsible staff.) |   |   |     |          |
| 7. Are petty cash balances kept at the office premises?                                        |   |   |     |          |



| D. Cash/Check Handling                                                                                           | Y | N | N/A | Comments |
|------------------------------------------------------------------------------------------------------------------|---|---|-----|----------|
| Provide Policies & Procedures. (Note size of petty cash fund.)                                                   |   |   |     |          |
| a. How often was petty cash fund count conducted?                                                                |   |   |     |          |
| b. Was petty cash fund count conducted by someone other than the person handling the fund?                       |   |   |     |          |
| c. Was individual handling the petty cash fund different from the staff authorizing replenishment of petty cash? |   |   |     |          |

| E. Procurement/Commodity Tracking (Articles 9 & 11.)                                                                                                                                                                                                                                                                                                                                                 | Y | N | N/A | Comments                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|------------------------------------------------------------------------|
| 1. Does the agency have clear and comprehensive written procurement policies and procedures that are aligned with the COB contract, Article 11, as it relates to OMB 2 CFR Part 215.40? Website: <a href="https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf">https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf</a> |   |   |     | <b>Obtain a copy.</b>                                                  |
| 2. Does the agency require competitive bidding for all major (over \$5,000) procurement?                                                                                                                                                                                                                                                                                                             |   |   |     |                                                                        |
| a. Is the bidding process adequately documented? Provide documentation.                                                                                                                                                                                                                                                                                                                              |   |   |     |                                                                        |
| b. Are the functions for solicitation and evaluation of bids separate from the selection of winning bid? Is there evidence of proper separation of duties?                                                                                                                                                                                                                                           |   |   |     |                                                                        |
| 3. Has the agency purchased any equipment valued at over \$600 with COB funds? (Article 9.)                                                                                                                                                                                                                                                                                                          |   |   |     |                                                                        |
| a. Were the purchases approved as part of the contract budget? If no, agencies need written approval and must add the item to the equipment inventory located at the bottom of the Q4 SOE.                                                                                                                                                                                                           |   |   |     |                                                                        |
| 4. If applicable, has the agency submitted an equipment inventory along with their Q4 SOE?                                                                                                                                                                                                                                                                                                           |   |   |     |                                                                        |
| 5. Has the agency disposed of any property paid for with COB funds during the period? (Article 9.)                                                                                                                                                                                                                                                                                                   |   |   |     |                                                                        |
| a. If so, how was the property disposed of and did the agency follow the use and disposition requirements contained in Article 9 of the COB contract?                                                                                                                                                                                                                                                |   |   |     |                                                                        |
| 6. Does the agency have a fixed assets listing/equipment inventory containing sufficient information to identify items acquired by grant/contract funds?                                                                                                                                                                                                                                             |   |   |     |                                                                        |
| 7. Does the agency subcontract with other agencies or vendors? (If no, skip to next section.)                                                                                                                                                                                                                                                                                                        |   |   |     |                                                                        |
| a. Do written agreements contain provisions which allow for legal remedies in case of breach of contract and for termination in case of default or other similar instance?                                                                                                                                                                                                                           |   |   |     |                                                                        |
| b. Does the agency have an appropriate and adequate record-keeping system for monitoring its sub-grant-related activities?                                                                                                                                                                                                                                                                           |   |   |     | <b>Example: financial reports, statements of expenses, timesheets.</b> |

## 3. City of Berkeley Reporting

| A. Budget Review                                                                                                                                                                                           | Y | N | N/A | Comments                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|------------------------------------------------------------------------------------------------------------------|
| 1. What is the agency's total budget for the current year? (Note amount.)                                                                                                                                  |   |   |     | <b>Cross check with contract.</b>                                                                                |
| 2. Did the agency/program expenditures stay on track with the expenditure budget in the contract?                                                                                                          |   |   |     | <b>Print out SOEs. Check for budget modifications.</b>                                                           |
| B. Statement of Expense (SOE) Reporting and Advance Payment (AP) Requests (Article 7.)                                                                                                                     | Y | N | N/A | Comments                                                                                                         |
| 1. Are requests for advances/reimbursements prepared, reviewed and approved properly and submitted by required deadlines?                                                                                  |   |   |     |                                                                                                                  |
| 2. Are financial reports prepared, reviewed and approved properly and submitted by required deadline?                                                                                                      |   |   |     |                                                                                                                  |
| 3. In the period under review, were the SOEs accurate?                                                                                                                                                     |   |   |     | <b>Typical review period is 4<sup>th</sup> quarter.</b>                                                          |
| 4. Are receiving reports and inventory records used to evidence receipt of commodities and supplies?                                                                                                       |   |   |     | <b>Supplies tracking sheet. Can review this as SOE line item.</b>                                                |
| 5. Are shared direct costs allocated to funding sources?                                                                                                                                                   |   |   |     | <b>Needs to be yes. Ask for the cost allocation plan.</b>                                                        |
| a. If yes, is the method for allocated shared direct costs documented?                                                                                                                                     |   |   |     | <b>Obtain related documents. If no, this is a finding to be corrected.</b>                                       |
| C. Line Item #1: <b>Salaries and Payroll</b> (Article 6 & 23.)                                                                                                                                             | Y | N | N/A | Comments                                                                                                         |
| 1. Does the agency have an appropriate and adequate timecard/reporting systems for hours worked?                                                                                                           |   |   |     |                                                                                                                  |
| 2. Was the payroll register/ledger available for review?                                                                                                                                                   |   |   |     | <b>Use <i>Payroll Worksheet</i> in monitoring tools. Accrued (payroll) vs. taken leave (timecards) tracking.</b> |
| 3. Did timecards reflect distribution of hours worked by fund? Specifically, does the timesheet include distribution of hours of hours charged to the City of Berkeley contract?                           |   |   |     | <b>See sample timecards in monitoring tools.</b>                                                                 |
| a. Were timecards signed by the employee?                                                                                                                                                                  |   |   |     |                                                                                                                  |
| b. Were timecards approved by the supervisor?                                                                                                                                                              |   |   |     |                                                                                                                  |
| 4. Are salary rates consistent with the contract rate schedule?                                                                                                                                            |   |   |     | <b>Refer to contract budget.</b>                                                                                 |
| 5. Were fringe benefits such as medical and dental insurance supported by invoices and agency payments towards invoice?                                                                                    |   |   |     | <b>Ask to see invoices and/or payroll docs.</b>                                                                  |
| 6. Are all payroll deductions remitted to the appropriate government agency on a timely basis?                                                                                                             |   |   |     | <b>Found in check/payroll register.</b>                                                                          |
| a. Did the agency pay Berkeley Living Wage for all applicable positions funded under this program? (Article 23.)                                                                                           |   |   |     |                                                                                                                  |
| b. Living Wage Ordinance (2016)<br><a href="http://www.ci.berkeley.ca.us/Finance/Home/Vendors_Living_Wage_Ordinance.aspx">http://www.ci.berkeley.ca.us/Finance/Home/Vendors_Living_Wage_Ordinance.aspx</a> |   |   |     | <b>Make sure these rates are correct prior to your visit.</b>                                                    |
| i. Without Benefits: \$16.37                                                                                                                                                                               |   |   |     |                                                                                                                  |
| ii. With Benefits: \$14.04                                                                                                                                                                                 |   |   |     |                                                                                                                  |
| c. Did the agency pay Berkeley Minimum Wage for all positions funded under this program?<br><a href="http://www.cityofberkeley.info/MWO/">http://www.cityofberkeley.info/MWO/</a>                          |   |   |     | <b>Make sure these rates are correct prior to your visit.</b>                                                    |
| i. Minimum wage in Berkeley \$11, effective Oct. 1, 2015, \$12.50 effective Oct. 1, 2016.                                                                                                                  |   |   |     |                                                                                                                  |
| 7. Was the agency in compliance with the Equal Benefit Ordinance? (Article 24.)                                                                                                                            |   |   |     | <b>Self-certification with signatory document on file.</b>                                                       |

| C. Line Item #1: <b>Salaries and Payroll</b> (Article 6 & 23.)                                      | Y | N | N/A | Comments                                                          |
|-----------------------------------------------------------------------------------------------------|---|---|-----|-------------------------------------------------------------------|
| 8. Have any bonuses been paid to employees with City funds? (If yes, please explain.) (Article 16.) |   |   |     | <b>COB does not allow for City funds paid in bonus. Red flag.</b> |
| 9. Are appropriate documents or vouchers prepared and signed by the recipient of the payroll funds? |   |   |     |                                                                   |
| a. Do those vouchers clearly indicate the rate and period covered by the payroll payment?           |   |   |     |                                                                   |

| D. Line Item #2: <b>Example: Client expenses/cash-like \$</b>                | Y | N | N/A | Comments                                                                                                        |
|------------------------------------------------------------------------------|---|---|-----|-----------------------------------------------------------------------------------------------------------------|
| 1. Are expenses fully supported by invoices, receipts, or similar documents? |   |   |     | <b>See <i>Sampling of Expenses</i> worksheet in monitor tools. Check 10% or min. of 10 charges in category.</b> |
| 2. Other                                                                     |   |   |     |                                                                                                                 |

| E. Line Item #3: <b>Review past file for prior items of concern</b>          | Y | N | N/A | Comments                                                                                                        |
|------------------------------------------------------------------------------|---|---|-----|-----------------------------------------------------------------------------------------------------------------|
| 1. Are expenses fully supported by invoices, receipts, or similar documents? |   |   |     | <b>See <i>Sampling of Expenses</i> worksheet in monitor tools. Check 10% or min. of 10 charges in category.</b> |
| 2. Other                                                                     |   |   |     |                                                                                                                 |

| Monitoring Results: Financial Management |                                                           |                                |                                    |
|------------------------------------------|-----------------------------------------------------------|--------------------------------|------------------------------------|
| Finding, Concern or Recommendation       | Correction Action Needed (For Findings and Concerns only) | Deadline for Corrective Action | Finding or Concern Resolved? (Y/N) |
| 1.                                       |                                                           |                                |                                    |
| 2.                                       |                                                           |                                |                                    |

4. Strengths

| Note agency financial management strengths below: |
|---------------------------------------------------|
| 1.                                                |
| 2.                                                |
| 3.                                                |
| 4.                                                |

\_\_\_\_\_  
Contract Monitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Manager

\_\_\_\_\_  
Date



| Guide for Review of ESG Subrecipient Grant Management |  |      |  |
|-------------------------------------------------------|--|------|--|
| Name of Recipient:                                    |  |      |  |
| Name of Subrecipient(s):                              |  |      |  |
| Staff Consulted:                                      |  |      |  |
| Name(s) of Reviewer(s)                                |  | Date |  |

**NOTE:** All questions that address requirements contain the citation for the source of the requirement (statute, regulation, or grant agreement). If the requirement is not met, HUD must select “NO” in response to the question and make a finding of noncompliance. All other questions that do not contain the citation for the requirement do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

**Instructions:** This Exhibit is designed to assess the recipient’s compliance with subrecipient grant management requirements of the Emergency Solutions Grants (ESG) program. HUD reviewers should use a combination of the information in program files and subrecipient staff interviews to answer the questions below. The Exhibit is divided into eight sections: Subgrants Management and Oversight; Systems Coordination Requirements; Recordkeeping; Homeless Management Information System (HMIS); Other ESG-Specific Requirements; Administrative Costs and Financial Management; Other Federal Requirements; and Additional 2 CFR 200 Review for Sub-Subawards.

As previously noted, the ESG rule at 24 CFR part 576 generally incorporates the uniform administrative requirements, cost principles, and audit requirements, which were recently revised and codified at 2 CFR part 200. This Exhibit contains both questions to monitor compliance with 2 CFR part 200 and questions to monitor compliance with the former uniform administrative requirements, cost principles, and audit requirements (i.e., 24 CFR parts 84 and 85 (2013), 2 CFR 225 and 230 (2013), OMB Circular A-133). For HUD’s expectations on monitoring for compliance with the uniform administrative requirements, cost principles, and audit requirements during the period of transition to 2 CFR part 200, please see HUD’s April 13, 2016, Notice CPD-16-04 (<http://portal.hud.gov/hudportal/documents/huddoc?id=16-04cpdn.pdf>).

The HUD reviewer must supplement this Exhibit with Exhibit 28-9 (covering the procurement requirements in 24 CFR parts 85 and 84) and Exhibit 34-3 (covering the procurement requirements in 2 CFR part 200), as applicable.

Where ESG funds were used for rental assistance or services, the HUD reviewer **MUST** complete the applicable Exhibits in Chapter 24 of this Handbook, *Lead-Based Paint Compliance*. NOTE: See Exhibit 24-2 (Services), Exhibit 24-3 (Tenant-Based Rental Assistance), or Exhibit 24-4 (Project-Based Rental Assistance).

This Exhibit can be used to either monitor a single subrecipient or multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a “No” response is required.

**Questions:**

**A. SUBGRANTS MANAGEMENT AND OVERSIGHT**

1.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <p><u>Eligible Subrecipients:</u></p> <p>a. If the organization is a subrecipient of a state, is it a unit of general purpose local government (which can include a metropolitan city or urban county that receives ESG funds directly from HUD, or a combination of general purpose local governments recognized by HUD), or a private nonprofit organization within the state; or</p> <p>b. If the organization is a subrecipient of a metropolitan city, urban county, or territory, is it a private nonprofit organization?</p> <p><b>NOTE:</b> A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.</p> <p>[24 CFR 576.2; 24 CFR 576.202]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                            |

2.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <p><u>Obligation Requirements (State subrecipients that are units of general purpose local government):</u> Within 120 days after the date the state obligated its funds to a unit of general purpose local government, did the subrecipient obligate all of those funds by: a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; and/or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity?</p> <p>[24 CFR 576.203(a)(1)(ii)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                            |

3.

|                                                                                                                                                                                                                                                                                                                         |                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <p><u>Payments to Subrecipients (Units of General Purpose Local Government):</u> If the subrecipient is a unit of general purpose local government, did it pay each of its subrecipients for allowable costs within 30 days after receiving the subrecipient's complete payment request?</p> <p>[24 CFR 576.203(c)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                            |                                                                                                            |

**B. SYSTEMS COORDINATION REQUIREMENTS**

4.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><u>Coordination with Other Targeted Homeless Services</u>: Does each subrecipient’s records reflect that it coordinated and integrated, to the maximum extent practicable, ESG-funded activities with the programs, including those listed under 24 CFR 576.400(b), that are targeted to homeless people in the area covered by the Continuum of Care (CoC) or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area? [24 CFR 576.400(b); 24 CFR 576.500(m)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

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| <p><u>System and Program Coordination with Mainstream Resources</u>: Does each subrecipient’s records reflect that it coordinated and integrated, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which homeless and at-risk persons might be eligible? [24 CFR 576.400(c); 24 CFR 576.500(m)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                  | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

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| <p><u>Use of the Coordinated Assessment System</u>: If the CoC for the area in which the program or project is located has established a coordinated assessment system that meets HUD’s requirements, do the records show:</p> <ul style="list-style-type: none"> <li>a. that the subrecipient (unless it is a victim service provider) uses that assessment system; and</li> <li>b. all initial evaluations were conducted in accordance with the coordinated assessment system requirements?</li> </ul> <p><b>NOTE:</b> ESG-funded victim service providers may choose not to use the CoC’s coordinated assessment system.<br/>[24 CFR 576.400(d); 24 CFR 576.401(a); 24 CFR 576.500(g)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

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| <p><u>Coordinated Assessment (Consistency with Written Standards)</u>: Did each subrecipient work with the CoC to ensure that the screening, assessment, and referral of program participants are consistent with the ESG written standards required under 24 CFR 576.400(e)? [24 CFR 576.400(d)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                              | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                            | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

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| <p><u>Establishing Written Standards (State Subrecipients)</u>: If a subrecipient of a state is required to establish its own written standards, did the subrecipient follow the state recipient's requirements for the establishment and implementation of these standards?<br/>[24 CFR 576.400(e)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                      | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                             |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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| <p><u>Written Standards (Content)</u>: If a subrecipient of a state is required to establish its own written standards, did the written standards include the minimum required elements described in 24 CFR 576.400(e)(3)?<br/>[24 CFR 576.400(e)(3)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                  | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                       | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                              |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

C. RECORDKEEPING

10.

|                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                               |                          |                          |                          |     |    |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Recordkeeping (Subrecipients)</u>: If applicable, did the subrecipient retain copies of all solicitations of and agreements with its subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients?<br/>[24 CFR 576.500(v)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                       | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

11.

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Recordkeeping (Eligibility)</u>: Does each subrecipient's records document that staff followed the recipient's policies and procedures to:<br/>a. conduct an initial evaluation and re-evaluations as required, and<br/>b. document eligibility in accordance with HUD's requirements?<br/>[24 CFR 576.400(e)(3); 24 CFR 576.401(a), (b), and (c); 24 CFR 576.500(a), (b), (c), and (e)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

12.

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| <p><u>Recordkeeping (Program Participant Records)</u>: Did each subrecipient ensure that each program participant record documented compliance with applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at 24 CFR 576.101 through 24 CFR 576.106?<br/>[24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                 | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                               |                          |                          |                          |     |    |     |



13.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Confidentiality:</b> Did each subrecipient have written procedures to ensure confidentiality, including:</p> <ul style="list-style-type: none"> <li>a. all records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance are kept secure and confidential;</li> <li>b. the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under ESG; and</li> <li>c. the address or location of any program participant housing?</li> </ul> <p>[24 CFR 576.500(x)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

14.

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Recordkeeping (Record Retention):</b> Did the recipient or its subrecipients retain copies of the required records for the greater of 5 years or the applicable time period below:</p> <ul style="list-style-type: none"> <li>a. for emergency shelters subject to a 10-year minimum period of use: at least 10 years from the date that ESG funds were first obligated for the major rehabilitation or conversion of the building; or</li> <li>b. for program participant files: at least 5 years after the expenditure of all funds from the grant under which the program participant was served?</li> </ul> <p>[24 CFR 576.500(y)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

D. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

15.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Data Collection and Recordkeeping:</b> Do records reflect that each subrecipient entered data on all persons it served under ESG and on all of its ESG activities into the applicable community-wide HMIS or, for victim services providers (and legal services providers that opt out), into a comparable database, in accordance with HUD’s HMIS data standards?</p> <p><b>NOTE:</b> Each subrecipient must be able to provide documentation, such as HMIS reports, that shows subrecipient client-level and activity-level data are being entered into the applicable CoC’s HMIS (or a comparable database).</p> <p>[24 CFR 576.400(f); 24 CFR 576.500(n); 2014 HMIS Data Standards]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

16.

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Eligible costs (HMIS)</u>: If the subrecipient is not a victim service provider, or a legal service provider that uses a comparable database, did the subrecipient use ESG funds only for costs eligible for the purpose of contributing data to the HMIS designated by the CoC?<br/>[24 CFR 576.107(a)(1)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                   | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

17.

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Data entry (Comparable database)</u>: If the subrecipient is a victim service provider, or a legal services provider that uses a comparable database, were data maintained in the comparable database and not contributed or entered into an HMIS?<br/>[24 CFR 576.400(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                             | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                  | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                         |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

18.

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Eligible costs (Comparable database)</u>: If the subrecipient is a victim service provider, or a legal services provider that uses a comparable database, were funds used for establishing and operating a comparable database that complies with HUD’s HMIS requirements, including collecting client-level data over time (i.e., longitudinal data) and generating unduplicated aggregate reports?<br/>[24 CFR 576.400(f); 24 CFR 576.107(a)(3); 24 CFR 576.107(b)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

E. OTHER ESG-SPECIFIC REQUIREMENTS

19.

|                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                               |                          |                          |                          |     |    |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Matching Requirements</u>: If the recipient required its subrecipients to contribute match, did the subrecipients’ records reflect that they met the applicable requirements, including records of the source and use of matching funds?<br/>[24 CFR 576.201; 24 CFR 576.500(o) and (v)(3)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                              | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                   | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

20.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                               |                          |                          |                          |     |    |     |
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| <p><u>Conflicts of Interest (Organizational)</u>: Did a representative sample of the subrecipients’ records reveal zero instances where:<br/>a. any type or amount of ESG assistance was conditioned on acceptance of shelter or housing owned by the recipient, subrecipient, contractor, or any parent or subsidiary of the subrecipient or contractor; or<br/>b. a subrecipient or contractor carried out the initial evaluation for a program participant while the individual or family was occupying housing owned by the subrecipient or contractor, or any parent or subsidiary of the subrecipient or contractor; or</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |

|                                                                                                                                                                                                                                                                                                                                      |  |
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| <p>c. a subrecipient or contractor administered any homelessness prevention assistance to an individual or family occupying housing owned by the subrecipient or contractor, or any parent or subsidiary of the subrecipient or contractor?<br/>[24 CFR 576.404(a); regarding contractors, 24 CFR 576.404(c); 24 CFR 576.500(p)]</p> |  |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                |  |

21.

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| <p><u>Conflicts of Interest (Individual)</u>: Does each subrecipient's records:</p> <p>a. contain personal conflicts of interest policy or codes of conduct developed and implemented to comply with requirements;</p> <p>b. demonstrate that the officers and staff of the subrecipient and any contractors complied with the individual conflict of interest requirements at 24 CFR 576.404(b); or</p> <p>c. contain documentation supporting any exceptions to the personal conflicts of interest prohibition?<br/>[24 CFR 576.404(b); 24 CFR 576.500(p)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                         |

22.

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| <p><u>Homeless Participation</u>: Did each subrecipient involve homeless individuals and families, to the maximum extent practicable, in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG (could include employment or volunteer services)?<br/>[24 CFR 576.405(c)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                         |

23.

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| <p><u>Faith-Based Activities</u>: Did each subrecipient ensure that it did not engage in inherently religious activities as part of the programs or services funded under ESG? If the subrecipient conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants?<br/>[24 CFR 576.406(b); 24 CFR 576.500(r)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |

24.

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| <p><u>Faith-Based Activities</u>: Did each subrecipient ensure that it did not discriminate against a program participant or prospective program participant on the basis of religion or religious belief?<br/>[24 CFR 576.406(d); 24 CFR 576.500(r)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                     |                                                                                                         |

25.

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| <p><b>Faith-Based Activities (Rehabilitation):</b> Did each subrecipient ensure that ESG funds were not used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship?<br/>[24 CFR 576.406(e); 24 CFR 576.500(r)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                     | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                   | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

26.

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| <p><b>Faith-Based Activities (Rehabilitation):</b> If a structure is used for both eligible and inherently religious activities, did the subrecipient ensure that the amount of ESG funds used was limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds?<br/>[24 CFR 576.406(e); 24 CFR 576.500(r)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

**F. ADMINISTRATIVE COSTS AND FINANCIAL MANAGEMENT**

27.

|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |
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| <p><b>Eligible activities:</b> Were subrecipients' expenses allowable?<br/><b>NOTE:</b> To answer this question with respect to 2 CFR 200.403, the HUD reviewer MUST complete Exhibit 34-2, <i>Guide for Review of Cost Allowability</i>.<br/>[24 CFR 576.100-576.109; 24 CFR 576.500(u)(2); 24 CFR 84.21(b)(6); 24 CFR 85.22, 2 CFR 200.403]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                        | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

28.

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| <p><b>Eligible Costs:</b> Did each subrecipient charge staff and overhead costs directly related to carrying out activities eligible under one of the components to the applicable activity, and retain supporting documentation for all costs charged to the grant?<br/>[24 CFR 576.100(d); 24 CFR 576.108(a); 24 CFR 576.500(u)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                             | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

29.

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| <p><b>Eligible Administrative Costs:</b> If a subrecipient received Administrative funds:<br/>a. were all administrative costs eligible in accordance with 24 CFR 576.108; and<br/>b. were the costs of carrying out the environmental review charged as an Administrative activity?<br/>[24 CFR 576.108(a)(1), (2), and (4)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                        | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

30.

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| <p><b>Training Costs:</b> If any staff time was spent on training:</p> <p>a. was it only for providing training on ESG requirements, attending HUD-sponsored ESG training, training staff on using HMIS or a comparable database, or attending HUD-approved training on HMIS and the ESG program; and</p> <p>b. was it charged to the appropriate component (only HMIS for HMIS-related training, and Administrative costs for all other training)?</p> <p>[24 CFR 576.108(a)(1), (2), and (4); 24 CFR 576.107]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

31.

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| <p><b>Indirect Costs:</b> If any indirect costs were charged to the grant, were allocations made to each eligible activity and consistent with an indirect cost rate proposal developed in accordance with the Uniform Administrative Requirements?</p> <p>[24 CFR 576.109; 2 CFR 576.500(u)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                        | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><b>Eligible activities:</b> Did a review of personnel costs charged to ESG, including a review of job descriptions, reveal that, for all staff time paid for with ESG funds, the staff member was working on eligible ESG activities?</p> <p>[24 CFR 576.500(u)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                              | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                            |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

**G. OTHER FEDERAL REQUIREMENTS**

33.

|                                                                                                                                                                                       |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Drug-Free Workplace:</b> Did each subrecipient have a drug-free workplace statement per the requirements of 2 CFR part 2429?</p> <p>[24 CFR 5.105(d) and 24 CFR 576.407(a)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                              | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                            | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                          |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p>If the requirements of the Drug-Free Workplace Certification were reviewed, is each subrecipient in compliance?</p> <p>[24 CFR 5.105(d); 24 CFR 576.407(a); 2 CFR part 2429]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                            | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                          | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                        |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><u>Non-Discrimination, Section 504 of the Rehabilitation Act of 1973, and Other Equal Opportunity Requirements:</u> Did records demonstrate that each subrecipient is in compliance with the applicable requirements in 24 CFR part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR part 5.105(a)? (Use pertinent Exhibits in Chapter 22, as necessary.)<br/>[24 CFR part 5, Subpart A; 24 CFR 576.407(a); 24 CFR 576.500(s)(1)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Affirmative Outreach:</u> Do the records indicate that the recipient and its subrecipients:</p> <ul style="list-style-type: none"> <li>a. make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis, and establish additional procedures, as required under 24 CFR 576.407(b), to ensure that the “target population” who may qualify are made aware of the availability of these facilities, assistance, or services; and</li> <li>b. take appropriate steps to ensure effective communication with persons with disabilities; and</li> <li>c. take reasonable steps to ensure meaningful access to programs and activities for persons with limited English proficiency (LEP)? (Use pertinent Exhibits in Chapter 22 as necessary.)</li> </ul> <p>[24 CFR part 5, Subpart A; 24 CFR 576.407(b); 24 CFR 576.500(s)(1)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Applicability of Uniform Administrative Requirements and OMB Circulars:</u> If this area was reviewed, did each subrecipient maintain records documenting compliance with the applicable requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards?<br/>[24 CFR 576.407(c); 24 CFR 576.500(s)(2)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                            | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----|----|-----|
| <p><u>Audits:</u> If this area was reviewed, was each subrecipient in compliance with the Single Audit Act of 1984, as amended, and implementing regulations?<br/><b>NOTE:</b> To answer this question with respect to 2 CFR 200.501, the HUD reviewer MUST complete Exhibit 34-1, section K (“Audit Requirements”).<br/>[24 CFR 84.26; 24 CFR 85.26; 24 CFR 576.407(c); 2 CFR 200.501]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                         | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

39.

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Lead-Based Paint:</b> Where ESG funds were used for rental assistance (TBRA or PBRA) or supportive services, do records reflect that the subrecipient complied with all lead-based paint requirements?<br/> <b>NOTE:</b> See Chapter 24, <i>Lead-Based Paint Compliance</i>, in this Handbook: Exhibit 24-2 (Supportive Services), Exhibit 24-3 (TBRA), or Exhibit 24-4 (PBRA), as applicable, <b>MUST</b> be completed to answer this question.<br/>                 [24 CFR 35.700-730 (PBRA); 24 CFR 35.1000-1020 (Supportive Services); 24 CFR 35.1200-1225 (TBRA); 24 CFR 576.403(a)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

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| <p>In making an award to the subrecipient, did the recipient evaluate the subrecipient’s risk of noncompliance with the Federal statutes, regulations, and terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring?<br/> <b>NOTE:</b> This evaluation may include consideration of factors such as:</p> <ul style="list-style-type: none"> <li>• the subrecipient’s prior experience with the same or similar subawards;</li> <li>• the results of previous audits, including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of 2 CFR part 200, and the extent to which the same or similar subaward has been audited as a major program;</li> <li>• whether the subrecipient has new personnel or new or substantially changed systems; and</li> <li>• the extent and results of previous HUD monitoring, if the subrecipient also receives funds directly from HUD.</li> </ul> <p>[24 CFR 576.407(c) and 2 CFR 200.331(b)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

41.

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| <p><b>Section 3:</b> If applicable, was each subrecipient in compliance with the applicable requirements of Section 3 of the Housing and Urban Development Act of 1968?<br/>                 [24 CFR part 135; 24 CFR 576.407(a); 24 CFR 576.405(c)]</p> | <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                 | <input type="checkbox"/>                                                                                                                                                                                                                         | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                               | <b>No</b>                                                                                                                                                                                                                                        | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                             |                                                                                                                                                                                                                                                  |                          |                          |                          |            |           |            |

H. ADDITIONAL 2 CFR PART 200 REVIEW FOR SUB-SUBAWARDS

NOTE: The following questions apply when a subrecipient carries out its subgrant by making subgrants to a lower tier of subrecipients. To ensure clarity and consistency with part 200, the term “pass-through entity” refers to the first or higher-tier subrecipient, and the term “subrecipient” refers to the subrecipient(s) at the lower tier.

42.

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| <p>If the pass-through entity provides funds through either a subrecipient agreement or a contract, has it followed the criteria in 2 CFR 200.330 for making case-by-case determinations of whether the entity is receiving the funds in the role of either a subrecipient or contractor?<br/>[24 CFR 576.407(c); 2 CFR 200.330]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/>Yes No N/A</p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                         |                                                                                                  |

43.

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| <p>In making an award to a subrecipient, has the pass-through entity evaluated each subrecipient’s risk of noncompliance with the Federal statutes, regulations, and terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring?<br/><b>NOTE:</b> This evaluation may include consideration of factors such as:</p> <ul style="list-style-type: none"> <li>• the subrecipient’s prior experience with the same or similar subawards;</li> <li>• the results of previous audits, including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of 2 CFR part 200, and the extent to which the same or similar subaward has been audited as a major program;</li> <li>• whether the subrecipient has new personnel or new or substantially changed systems; and</li> <li>• the extent and results of previous HUD monitoring, if the subrecipient also receives funds directly from HUD.</li> </ul> <p>[24 CFR 576.407(c); 2 CFR 200.331(b)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/>Yes No N/A</p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                  |

44.

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <p>For each subaward provided to a subrecipient, has the pass-through entity clearly identified it as a subaward to a subrecipient and included the following information at the time of the subaward:</p> <ol style="list-style-type: none"> <li>a. Federal award identification?</li> <li>b. Subrecipient name (which must match the name associated with the unique entity identifier)?</li> <li>c. Subrecipient’s unique entity identifier?</li> <li>d. HUD award identification number?</li> <li>e. Federal award date, as defined in 2 CFR 200.39 (the date that HUD signed the award to the recipient)?</li> <li>f. Subaward period of performance start and end date?</li> <li>g. Total amount of the Federal award committed to the subrecipient by the pass-through entity?</li> <li>h. Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient?</li> <li>i. Total amount of Federal funds obligated to the subrecipient by the</li> </ol> | <p>pass-through entity, including the current obligation?</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|



Yes No  
N/A

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>j. Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)?</p> <p>k. HUD’s name, the name of the pass-through entity, and contact information for the awarding official of the pass-through entity?</p> <p>l. Catalog of Federal Domestic Assistance (CFDA) number and name of the HUD program under which the award is made?</p> <p>m. Identification of whether the award is Research &amp; Development (R&amp;D), if applicable?</p> <p>n. Indirect cost rate for the HUD award to the recipient?</p> <p>o. Indirect cost rate for the subaward (which must be an approved Federally-recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with 2 CFR part 200), or a de minimis indirect cost rate as defined in §200.414(f)?</p> <p>p. All requirements imposed by the pass-through entity on the subrecipient so that the subaward is used in accordance with the Federal statutes, regulations, and the terms and conditions of the HUD award to the recipient?</p> <p>q. Any additional requirements imposed by the pass-through entity on the subrecipient in order for the pass-through entity to meet its own obligations under the ESG program, including identification of any required financial or performance reports?</p> <p>r. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet its requirements under 2 CFR part 200?</p> <p>s. Appropriate terms and conditions concerning closeout of the subaward?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(a)]</p> |  |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |

45.

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| <p>a. For subawards provided to subrecipients, has the pass-through entity monitored the activities of the subrecipient as necessary, to ensure that the subaward was used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are being, or have been, achieved?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(d)]</p> | <table> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                                                                                                | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>No</b>                                                                                                                                                                                               | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                         |                          |                          |                          |            |           |            |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <p>b. Did the pass-through entity’s monitoring of the subrecipient include:</p> <ul style="list-style-type: none"> <li>• Reviewing financial and performance reports required by the pass-through entity?</li> <li>• Following up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, on-site reviews, or other means?</li> <li>• Issuing a management decision for audit findings pertaining to the subaward a required by 2 CFR 200.521?</li> </ul> <p>[24 CFR 576.407(c); 2 CFR 200.331(d)(1) – (3)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                          |

46.

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| <p>a. For each subrecipient provided a subaward, has the pass-through entity determined whether the subrecipient met or exceeded the audit threshold set in 2 CFR 200.501 for the respective fiscal year?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(f)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                               |                                                                                                          |
| <p>b. If a subrecipient meets the audit threshold in 2 CFR 200.501, has the pass-through entity verified that the subrecipient is audited as required by Subpart F of 2 CFR part 200?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(f)]</p>                     | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                               |                                                                                                          |

47.

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| <p>For each subrecipient receiving a subaward, has the pass-through entity considered whether the results of the subrecipient’s audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity’s own records?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(g)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                             |                                                                                                          |

48.

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| <p>If the pass-through entity found any subrecipient non-compliant, did the pass-through entity consider taking enforcement action against the subrecipient per 2 CFR 200.338 and the program regulations?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(h)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                |                                                                                                          |

| Guide for Review of ESG Rapid Re-housing and Homelessness Prevention Requirements |  |      |  |
|-----------------------------------------------------------------------------------|--|------|--|
| Name of Recipient:                                                                |  |      |  |
| Name of Subrecipient(s):                                                          |  |      |  |
| Staff Consulted:                                                                  |  |      |  |
| Name(s) of Reviewer(s)                                                            |  | Date |  |

**NOTE:** All questions that address requirements contain the citation for the source of the requirement (statute, regulation, or grant agreement). If the requirement is not met, HUD must select “NO” in response to the question and make a finding of noncompliance. All other questions that do not contain the citation for the requirement do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "finding."

**Instructions:** This Exhibit is designed to assess the recipient’s compliance with the Rapid Re-housing and/or Homelessness Prevention component(s) of the Emergency Solutions Grant (ESG) program. The eligible activity areas of review include: Housing Relocation and Stabilization Services – Services; Housing Relocation and Stabilization Services – Financial Assistance; and Short- and Medium-term Rental Assistance. These activities are eligible when necessary to either (1) help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing, or (2) prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2. The Exhibit is divided into three sections: General Requirements; Housing Relocation and Stabilization Services; and Short- and Medium-term Rental Assistance. Section B is broken down into sub-sections for Financial Assistance Costs and Services Costs. Section C is broken down into sub-sections for General Requirements and Project-based Rental Assistance. Every question has a header identifying the specific area of review. If the ESG recipient has not funded a particular activity or cost, check the N/A box and continue on to the next section, sub-section, or question of the Exhibit.

This Exhibit can be used to monitor a recipient, a single subrecipient, or multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a “No” response is required.

**Questions:**

**A. GENERAL REQUIREMENTS**

1.

|                                                                                                                                                                                                                                                                                                                                                                 |                          |                          |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| <p><u>Initial Evaluation:</u> Did the recipient or its subrecipient conduct an initial evaluation to determine each individual’s or family’s eligibility for rapid re-housing or homelessness prevention assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing?<br/>[24 CFR 576.401(a)]</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                                                                                                                                 | <b>Yes</b>               | <b>No</b>                | <b>N/A</b>               |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                           |                          |                          |                          |

2.

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Eligibility Criteria (Homelessness Prevention):</b> Did the recipient or its subrecipient document that all program participants who received homelessness prevention assistance:</p> <p>a. met the eligibility criteria of the “at risk of homelessness” definition or categories 2, 3, or 4 (if category 4, not sleeping in a place described in category (1)) of the “homeless” definition; and</p> <p>b. have an annual income (as determined in accordance with 24 CFR 5.609) below 30% AMI?<br/>[24 CFR 576.103; 24 CFR 576.401(c); 24 CFR 576.500(b); 24 CFR 576.500(c); 24 CFR 576.500(e); 24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

3.

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| <p><b>Eligibility Criteria (Rapid Re-housing):</b> Did the recipient or its subrecipient document that all program participants who received rapid re-housing assistance met the eligibility criteria:</p> <p>a. under category (1) of the homeless definition, <u>or</u></p> <p>b. under category (4) <u>and</u> live in an emergency shelter or place described in category (1) of the homeless definition?<br/>[24 CFR 576.104; 24 CFR 576.500(b); 24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

4.

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Re-evaluations (Rapid Re-housing/Homelessness Prevention):</b> Do program participant records document that the recipient or its subrecipient re-evaluated program participants’ eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance?<br/>[24 CFR 576.401(b)(1); 24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><u>Written Standards:</u></p> <p>a. Did the recipient and/or its subrecipients adopt written standards for the provision of homelessness prevention and rapid re-housing assistance, as required by 24 CFR 576.400(e)(1) and 24 CFR 576.400(e)(2)?</p> <p>b. Did these written standards cover the following topics (listed in 24 CFR 576.400(e)(3)):</p> <ol style="list-style-type: none"> <li>1. evaluating individuals' and families' eligibility for assistance under ESG;</li> <li>2. coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers;</li> <li>3. determining and prioritizing which eligible families and individuals would receive homelessness prevention assistance and which eligible families and individuals would receive rapid re-housing assistance;</li> <li>4. determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;</li> <li>5. determining how long the program participant will be provided with rental assistance and whether and how the amount of that assistance would be adjusted over time;</li> <li>6. determining the type, amount, and duration of housing stabilization and/or relocation services to provide to the program participant?</li> </ol> <p>c. Do the program participant records show that homelessness prevention and rapid re-housing assistance were provided in accordance with the applicable written standards?<br/>[24 CFR 576.400(e)(1); 24 CFR 576.400(e)(2); 24 CFR 576.400(e)(3)(i); 24 CFR 576.400(e)(3)(v); 24 CFR 576.400(e)(3)(vi); 24 CFR 576.400(e)(3)(vii); 24 CFR 576.400(e)(3)(viii); 24 CFR 576.400(e)(3)(ix); 24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><u>Re-evaluations (Rapid Re-housing/Homelessness Prevention):</u> Do program participant records document that each re-evaluation of eligibility established that the program participant:</p> <p>a. did not have an annual income that exceeds 30% AMI as established by HUD; and</p> <p>b. lacked sufficient resources and support networks necessary to retain housing without ESG assistance?<br/>[24 CFR 576.401(b)(1)(i)-(ii); 24 CFR 576.500(e); 24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><b>Recordkeeping (Ineligibility):</b> For each individual and family determined ineligible to receive ESG assistance, did the recipient or its subrecipient document the reason for that determination?<br/>[24 CFR 576.500(d)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                           |                                                                                                         |

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| <p><b>Eligible Costs (Homelessness Prevention):</b> Were all homelessness prevention costs eligible and necessary to help the program participant regain stability in the program participant’s current housing or to move into other permanent housing and achieve stability in that housing?<br/>[24 CFR 576.103; 24 CFR 576.500(f)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                               |                                                                                                         |

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| <p><b>Housing Stability Case Management:</b> While providing rapid re-housing or homelessness prevention assistance to a program participant, does the program participant file document that the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability?<br/>[24 CFR 576.401(e)(1); 24 CFR 576.500(f)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                               |                                                                                                         |

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| <p><b>Housing Stability Case Management:</b> While providing rapid re-housing or homelessness prevention assistance to a program participant, did the recipient or its subrecipient document in the program participant’s file that it developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant’s current or expected income and expenses, other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area?<br/>[24 CFR 576.401(e)(2); 24 CFR 576.500(f)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                         |

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| <p><u>Connections to Mainstream and Other Resources</u>: While providing rapid re-housing or homelessness prevention assistance to program participants, did the recipient or its subrecipients assist each program participant to obtain mainstream and other resources as needed?<br/>[24 CFR 576.401(d)(1); 24 CFR 576.401(d)(2); 24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                         | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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| <p><u>Recordkeeping (Program Participant Records)</u>: Did each program participant record document:<br/>a. the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant; and<br/>b. compliance with all applicable requirements for providing services and assistance to that program participant?<br/>[24 CFR 576.500(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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| <p><u>Terminating Assistance</u>:</p> <p>a. If the recipient or any of its subrecipients terminated any participants from the program, did they do so in accordance with a formal process established by the recipient or its subrecipient(s) that recognizes the rights of individuals affected, that met the following requirements:<br/>(1) written notice to the program participant containing a clear statement of the reasons for termination,<br/>(2) a review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate) who made or approved the termination decision, and<br/>(3) prompt written notice of the final decision to the program participant?</p> <p>b. Did the recipient and/or its subrecipient examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases?<br/>[24 CFR 576.402(a); 24 CFR 576.402(b)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                               |                          |                          |                          |     |    |     |



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| <p><b>Lead-Based Paint:</b> Where ESG funds were used for rental assistance (TBRA or PBRA) or supportive services, do records reflect that the recipient and subrecipient complied with all lead-based paint requirements?<br/>NOTE: Exhibit 24-2 (Supportive Services), Exhibit 24-3 (TBRA), or Exhibit 24-4 (PBRA), as applicable, MUST be completed to answer this question. See Chapter 24, <i>Lead-Based Paint Compliance</i>, in this Handbook.<br/>[24 CFR 35.700-730 (PBRA); 24 CFR 35.1000-1020 (Supportive Services); 24 CFR 35.1200-1225 (TBRA); 24 CFR 576.403(a)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                         |

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| <p><b>Minimum Habitability Standards:</b> Did the recipient and its subrecipients ensure that all housing units met the minimum habitability standards before incurring any costs to help program participants remain in or move into those housing units?<br/>[24 CFR 576.403(c); 24 CFR 576.500(j)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                              |                                                                                                         |

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| <p><b>Conflicts of Interest (Organizational):</b> Did the recipient and its subrecipients ensure that:</p> <p>a. no type or amount of ESG assistance was conditioned on an individual or family’s acceptance of housing owned by the recipient, subrecipient, contractor, parent, or subsidiary of the subrecipient; and</p> <p>b. no subrecipient (nor any of its parent or subsidiary organizations) that owns housing, carried out the initial evaluation under 24 CFR 576.401, or administered homelessness prevention assistance for occupants of that subrecipient’s housing?<br/>[24 CFR 576.404(a)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                         |

**B. HOUSING RELOCATION AND STABILIZATION SERVICES**

Financial Assistance Costs: If the recipient has not expended ESG funds on Financial Assistance costs, check the N/A boxes and skip to the Services Costs subsection of this Exhibit.

17.

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| <p><u>Financial Assistance Costs</u>: Did the recipient and its subrecipients ensure that:</p> <p>a. no program participant received financial assistance under 24 CFR 576.105(a) that was of the same type of assistance that the program participant was receiving through other public sources; and</p> <p>b. no program participant who received replacement housing payments under the Uniform Relocation Act (URA) received financial assistance under 24 CFR 576.105(a) during the period of time covered by the URA payments?<br/>[24 CFR 576.105(d)]</p> | <table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><u>Financial Assistance Costs</u>: Were eligible costs listed in 24 CFR 576.105(a) paid only to a housing owner, utility company, or other third party (not directly to the program participant)?<br/>[24 CFR 576.105(a)]</p> | <table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                         | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                       | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                     |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><u>Financial Assistance Costs (Rental Housing Application Fees)</u>: Were rental housing application fees paid for with ESG funds a standard charge issued by the owner to all applicants?<br/>[24 CFR 576.105(a)(1)]</p> | <table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                   | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                 |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><b>Financial Assistance Costs (Security Deposits):</b> Were security deposits paid for with ESG funds equal to no more than 2 months' rent?<br/>[24 CFR 576.105(a)(2)]</p> | <input type="checkbox"/><br><b>Yes</b> | <input type="checkbox"/><br><b>No</b> | <input type="checkbox"/><br><b>N/A</b> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                  |                                        |                                       |                                        |

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| <p><b>Financial Assistance Costs (Last Month's Rent):</b> Were costs for the last month's rent paid for with ESG funds:</p> <p>a. necessary to obtain housing for a program participant;<br/>b. paid to the owner of the housing at the time the owner was paid the security deposit and first month's rent;<br/>c. less than or equal to one month's rent; <u>and</u><br/>d. included in calculating the program participant's total rental assistance?<br/>[24 CFR 576.105(a)(3)]</p> | <input type="checkbox"/><br><b>Yes</b> | <input type="checkbox"/><br><b>No</b> | <input type="checkbox"/><br><b>N/A</b> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |                                       |                                        |

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| <p><b>Financial Assistance Costs (Utility Deposits):</b> Were utility deposits paid for with ESG funds only for eligible types of utility services (gas, electric, water, and sewage) and required by the utility company for all customers?<br/>[24 CFR 576.105(a)(4)]</p> | <input type="checkbox"/><br><b>Yes</b> | <input type="checkbox"/><br><b>No</b> | <input type="checkbox"/><br><b>N/A</b> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                |                                        |                                       |                                        |

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| <p><b>Financial Assistance Costs (Utility Payments):</b> Were utility payments paid for with ESG funds:</p> <p>a. within the limit of 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service;<br/>b. only provided when the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments; <u>and</u><br/>c. only for eligible types of utility services (gas, electric, water, and sewage)?<br/>[24 CFR 576.105(a)(5)]</p> | <input type="checkbox"/><br><b>Yes</b> | <input type="checkbox"/><br><b>No</b> | <input type="checkbox"/><br><b>N/A</b> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        |                                       |                                        |

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| <p><b>Financial Assistance Costs (Moving Costs):</b> Were moving costs paid for with ESG funds only for moving-related activities such as truck rental, hiring a moving company, and allowable temporary storage fees (up to 3 months, fees accrued after the date the program participant began receiving services and before the program participant moves into permanent housing, and excluding storage fees in arrears)?<br/>[24 CFR 576.105(a)(6)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

**Services Costs:** If the recipient has not expended ESG funds on Services costs, check the N/A boxes and skip to the Short- and Medium-Term Rental Assistance section of this Exhibit (Section C).

25.

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| <p><b>Services Costs (Housing Search and Placement):</b> Were housing search and placement costs paid for with ESG funds:<br/>a. necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing; and<br/>b. one of those listed in 24 CFR 576.105(b)(1)(i)-(viii)?<br/>[24 CFR 576.105(b)(1)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                   | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

26.

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| <p><b>Services Costs (Housing Stability Case Management):</b> Were the activities paid for with ESG funds:<br/>a. one of those listed in 24 CFR 576.105(b)(2)(A)-(H), and<br/>b. for the purposes of assessing, arranging, coordinating, or monitoring the delivery of individualized services to:<br/>(1) facilitate housing stability for a program participant who resides in permanent housing; or<br/>(2) to assist a program participant in overcoming immediate barriers to obtaining housing?<br/>[24 CFR 576.105(b)(2)(A)-(H)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><b>Services Costs (Housing Stability Case Management):</b> Were the housing stability case management costs paid for with ESG funds:</p> <p>a. under the Rapid Re-housing component, limited to:</p> <p>(1) 30 days during the period the program participant is seeking permanent housing; and</p> <p>(2) 24 months during the period the program participant is living in permanent housing; and</p> <p>b. under the Homelessness Prevention component, limited to 24 months?<br/>[24 CFR 576.105(b)(2)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                            |

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| <p><b>Services Costs (Mediation Costs):</b> Were mediation costs paid for with ESG funds necessary to prevent the program participant from losing permanent housing in which the program participant currently resides, and used for mediation between the program participant and the owner or person(s) with whom the participant is living?<br/>[24 CFR 576.105(b)(3)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                  |                                                                                                            |

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| <p><b>Services Costs (Legal Services):</b> Did the recipient and its subrecipients ensure that the legal services costs paid for with ESG funds consisted only of the following types of costs:</p> <p>a. for either: hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, or by person(s) under the supervision of the licensed attorney; or fees based on the actual service performed (i.e., fee for service), where the recipient/ subrecipient documented that such costs were less than what the cost of hourly fees would have been;</p> <p>b. for filing fees and other necessary court costs;</p> <p>c. subrecipients' employees' salaries and other costs necessary to perform the services (if the subrecipient is a legal services provider and performs the services itself); and</p> <p>d. for the following component services:</p> <p>(1) client intake;</p> <p>(2) preparation of cases for trial;</p> <p>(3) provision of legal advice;</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>Yes No N/A</b></p> |
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| (4) representation at hearings;<br>(5) counseling?<br>[24 CFR 576.102(a)(1)(vi)(A); 24 CFR 576.102(a)(1)(vi)(D); 24 CFR 576.102(a)(1)(vi)(E); 24 CFR 576.105(b)(4)] |  |
| <b>Describe Basis for Conclusion:</b>                                                                                                                               |  |

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| <b>Services Costs (Legal Services):</b> Did the recipient and its subrecipients ensure that the legal services costs paid for with ESG funds were only used:                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| a. to the extent necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which they currently reside;                                                                                                                                                                                                                                                                                                       |                                                                                                 |
| b. for the following subject matters: <ul style="list-style-type: none"> <li>(1) landlord/tenant matters;</li> <li>(2) child support;</li> <li>(3) guardianship;</li> <li>(4) paternity;</li> <li>(5) emancipation;</li> <li>(6) legal separation;</li> <li>(7) orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking;</li> <li>(8) appeal of veterans and public benefit claim denials; and</li> <li>(9) the resolution of outstanding criminal warrants; and</li> </ul> |                                                                                                 |
| c. to the extent that other appropriate legal services were unavailable or inaccessible in the community?<br>[24 CFR 576.105(b)(4); 24 CFR 576.102(a)(1)(vi)(B); 24 CFR 576.102(a)(1)(vi)(C)]                                                                                                                                                                                                                                                                                                                                                     |                                                                                                 |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                 |

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| <b>Services Costs (Credit Repair):</b> Were credit repair costs paid for with ESG funds for counseling or other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, or resolving personal credit problems?<br>[24 CFR 576.105(b)(5)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                            |                                                                                                 |

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| <p><u>Services Costs (Credit Repair)</u>: Did credit repair costs paid for with ESG funds exclude the payment or modification of a debt?<br/>[24 CFR 576.105(b)(5)]</p> | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                            |                                 |                                |                                 |

C. SHORT- AND MEDIUM-TERM RENTAL ASSISTANCE

General Requirements: If the recipient has not expended ESG funds on Short- or Medium-Term Rental Assistance, check the N/A boxes and skip to the next section.

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| <p><u>Rental Assistance (Limit)</u>: Did each program participant’s total rental assistance, including any rental arrears and last month’s rent, stay within the limit of 24 months during any 3-year period?<br/>[24 CFR 576.106(a)]</p> | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                              |                                 |                                |                                 |

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| <p><u>Rental Assistance (Changes in Household Composition)</u>: Did the recipient and its subrecipients apply the limits on rental assistance to the total assistance each individual received, either as an individual or as part of a household?<br/>[24 CFR 576.106(j)]</p> | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                   |                                 |                                |                                 |

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| <p><u>Rental Assistance (Use with Other Subsidies)</u>: Except for a one-time payment of rental arrears on the tenant’s portion of the rental payment, did the provision of rental assistance exclude:</p> <p>a. program participants who were receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources; and</p> <p>b. program participants who were provided with replacement housing payments under the URA during the period of time covered by the URA payments?<br/>[24 CFR 576.106(c)]</p> | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |                                 |

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| <p><b>Rental Assistance (Fair Market Rent and Rent Reasonableness):</b> Did the recipient and its subrecipients ensure that ESG rental assistance was only provided to units for which the rent complied with HUD's standard of rent reasonableness and did not exceed the applicable Fair Market Rent?</p> <p>NOTE: For this purpose, rent equals the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant paid separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.<br/>[24 CFR 576.106(d)(1); 24 CFR 576.106(d)(2); 24 CFR 576.500(i)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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| <p><b>Rental Assistance (Rental Assistance Agreement):</b> Does the documentation show that the recipient or its subrecipients entered into a rental assistance agreement with each owner before providing the owner with rental assistance payments, including rental arrears?<br/>[24 CFR 576.106(e); 24 CFR 576.500(h)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                            | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                               |                          |                          |                          |     |    |     |

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| <p><b>Rental Assistance (Rental Assistance Agreement):</b> Did each rental assistance agreement:</p> <ol style="list-style-type: none"> <li>set forth the terms under which rental assistance will be provided, including the requirements that apply under 24 CFR 576.106;</li> <li>provide that, during the term of the agreement, the owner must give the recipient or its subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant; and</li> <li>contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease?</li> </ol> <p>[24 CFR 576.106(e); 24 CFR 576.106(f)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Yes | No | N/A |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>                                                                                                                                                                      | <input type="checkbox"/> |                          |                          |     |    |     |
| Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No                                                                                                                                                                                            | N/A                      |                          |                          |     |    |     |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                               |                          |                          |                          |     |    |     |



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| <p><u>Rental Assistance (Payments)</u>: Did the recipient or its subrecipient make timely payments to each owner in accordance with the rental assistance agreement?<br/>[24 CFR 576.106(f)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                     |                                                                                                         |

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| <p><u>Rental Assistance (Payments)</u>: Did the recipient and its subrecipients pay any late payment penalties that they incurred only with <u>non-ESG funds</u> (i.e., no ESG funds were used to pay late payment penalties incurred by the recipient or subrecipient)?<br/>[24 CFR 576.106(f)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                         |                                                                                                         |

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| <p><u>Rental Assistance (Leases)</u>:</p> <p>a. Does each program participant receiving rental assistance have a file that contains a legally binding, written lease between the program participant and the owner of the property or his/her agent for the rental unit; OR</p> <p>b. If the assistance was solely for rental arrears for a program participant who had an oral lease agreement in place:</p> <p>(1) does each agreement give the program participant an enforceable leasehold interest under state law; and</p> <p>(2) are the agreement and rent owed sufficiently documented by the owner's financial records, rent ledgers, or canceled checks?<br/>[24 CFR 576.106(g); 24 CFR 576.500(h)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                         |

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| <p><u>Rental Assistance (Rental Arrears)</u>: Were the rental arrears paid for with ESG funds one-time payments that did not exceed 6 months of rent in arrears (including any late fees on those arrears)?<br/>[24 CFR 576.106(a)(3)]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                               |                                                                                                         |

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| <p><u>Recordkeeping (Homelessness Prevention and Rapid Re-housing)</u>: Did the recipient or its subrecipient keep records, including copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants?<br/>[24 CFR 576.500(h)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                  | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><u>Rental Assistance (TBRA)</u>: For tenant-based rental assistance, did the recipient and its subrecipients terminate the rental assistance agreement with the owner and stop providing rental assistance payments under that agreement when any of the following conditions were met:<br/>a. the program participant moved out of the unit for which the program participant has a lease;<br/>b. the lease terminated and was not renewed; or<br/>c. the program participant became ineligible to receive ESG assistance?<br/>[24 CFR 576.106(h)(3)(i)-(iii)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

Project-Based Rental Assistance (PBRA): If the recipient has not expended funds on PBRA, check the N/A boxes. This is the final subsection of the Exhibit.

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| <p><u>Rental Assistance (Project-based Rental Assistance)</u>: If the recipient or any of its subrecipients used ESG funds to pay the rent for a project-based unit before a program participant moved into the unit, does the program participant file reflect that :<br/>a. the program participant signed a lease and moved into the unit before the end of the month for which the first month's rent was paid; and<br/>b. the amount paid was less than or equal to the rent to be charged under the program participant's lease and included when determining that program participant's total rental assistance?<br/>[24 CFR 576.106(i)(2)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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| <p><b>Rental Assistance (PBRA):</b> Did the recipient and its subrecipients make monthly rental assistance payments only for months when a unit was leased to a program participant (either partial or the whole month)?<br/>[24 CFR 576.106(i)(3)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                              | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                            |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Rental Assistance (PBRA):</b> For program participants living in housing with project-based rental assistance, does the program participant’s file contain a lease with an initial term of at least 1 year AND did the recipient or its subrecipient (whoever signed the agreement) enter into a rental assistance agreement with the owner for an initial term of 1 year?<br/>[24 CFR 576.106(g); 24 CFR 576.106(i)(5)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

48.

|                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Rental Assistance (PBRA):</b> If a program participant was determined ineligible or reaches the maximum number of months over which rental assistance could be provided, did the recipient or its subrecipient suspend or terminate the rental assistance payments for the unit?<br/>[24 CFR 576.106(i)(4)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                            | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

49.

|                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Rental Assistance (PBRA):</b> Did the recipient and its subrecipients ensure that the term of occupancy in each program participant’s lease was not conditioned on the provision of rental assistance payments, and if ESG-funded rental assistance was suspended, was the program participant allowed to remain in the unit as permitted under the lease?<br/>[24 CFR 576.106(i)(4)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                      | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

50.

|                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------|-----------|------------|
| <p><b>Rental Assistance (PBRA – Expenditure Deadline):</b> Did the recipient and its subrecipients commit ESG funds only to be expended:<br/>a. within the expenditure deadline in 24 CFR 576.203; and<br/>b. for current ESG grants (i.e., not before a grant is awarded)?<br/>[24 CFR 576.106(i)(5)]</p> | <table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Yes</b></td> <td><b>No</b></td> <td><b>N/A</b></td> </tr> </table> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>                                                                                                                                                                                           | <input type="checkbox"/> |                          |                          |            |           |            |
| <b>Yes</b>                                                                                                                                                                                                                                                                                                 | <b>No</b>                                                                                                                                                                                                          | <b>N/A</b>               |                          |                          |            |           |            |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                    |                          |                          |                          |            |           |            |

| Guide for Review of ESG Financial Management and Cost Allowability |  |      |  |
|--------------------------------------------------------------------|--|------|--|
| Name of Recipient:                                                 |  |      |  |
| Name of Subrecipient(s):                                           |  |      |  |
| Grant Number:                                                      |  |      |  |
| Staff Consulted:                                                   |  |      |  |
| Name(s) of Reviewer(s)                                             |  | Date |  |

**NOTE:** All questions that address requirements contain the citation for the source of the requirement (statute and regulation). If the requirement is not met, HUD must select "NO" in response to the question and make a finding of noncompliance. All other questions (questions that do not contain the citation for the requirement) do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding.**"

**Instructions:** This Exhibit is designed to assess a recipient's and/or its subrecipient's financial management system, as well as the eligibility of the program's expenditures. **Note:** This Exhibit is designed only to monitor compliance with the ESG interim rule, the Uniform Administrative Requirements (24 CFR part 84 and 85), and the cost principles at 2 CFR part 225 (OMB Circular A-87) and 2 CFR part 230 (OMB Circular A-122), as in effect prior to December 26, 2014. Accordingly, this Exhibit includes citations to regulations and OMB Circulars that pre-dated HUD's implementation of 2 CFR Part 200 (e.g., 24 CFR Part 576 (2013 edition), OMB Circular A-87, 24 CFR Part 85 (2013), 24 CFR Part 84 (2013), and OMB Circular A-122). CPD staff should use the citations in this Exhibit when making findings.

To monitor compliance with the new requirements at 2 CFR part 200, the HUD reviewer must complete Exhibit 34-1, *Guide for Review of Financial Management and Audits* and Exhibit 34-2, *Guide for Review of Cost Allowability*. For HUD's expectations on monitoring for compliance with the uniform administrative requirements, cost principles, and audit requirements during the period of transition to 2 CFR part 200, please see HUD's April 13, 2016, Notice CPD-16-04 (<http://portal.hud.gov/hudportal/documents/huddoc?id=16-04cpdn.pdf>). When completing this Exhibit or Exhibits 34-1 and 34-2, the HUD reviewer must also complete Exhibit 28-7, *Guide for Review of ESG Match Requirements*.

This Exhibit can be used to either monitor the recipient alone, the recipient with a single subrecipient, or the recipient with multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a "No" response is required.

**Questions:**

1.

|                                                                                                                                                                                                                                                                                       |                          |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| Did the recipient and its subrecipients have written policies and procedures to ensure that ESG funds are used in accordance with ESG requirements and sufficient records to enable HUD and the recipient to determine whether ESG requirements are being met?<br>[24 CFR 576.500(a)] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                                                       | Yes                      | No                       | N/A                      |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                 |                          |                          |                          |

2.

|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <p>Did the recipient and its subrecipients maintain records that identify adequately the source and application of funds for federally-sponsored activities?</p> <p><b>NOTE:</b> These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.</p> <p>[24 CFR 576.407(c); 24 CFR 576.500(s)(2); 24 CFR 84.21(b)(2); 24 CFR 85.20]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                         |

3.

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| <p><u>Eligible Activities:</u> Are the recipient's and its subrecipients' expenses allowable, allocable, and reasonable?</p> <p>[24 CFR 576.100-576.109; 24 CFR 576.500(u)(2); 24 CFR 84.21(b)(6); 24 CFR 85.22]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                         |                                                                                                         |

4.

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <p>Do the fiscal records indicate evidence that the recipient and its subrecipients have effective internal control over, and accountability of, all grant funds, property and other assets?</p> <p>[24 CFR 576.500(u); 24 CFR 84.21(b)(3); 24 CFR 85.20]</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                  |                                                                                                         |

Internal Controls (Reference for some of the questions: GAO/AIMD-98-21.2.1, "Framework for Federal Financial Management System Checklist," May 1998)

5.

|                                                                                                                                            |                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <p>a. Do the recipient and its subrecipients have an organization chart that illustrates the actual lines of authority/responsibility?</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                               |                                                                                                         |

|                                                                                                |                                                                                                         |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <p>b. Are primary duties for key employees of the recipient and its subrecipients defined?</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/><b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                   |                                                                                                         |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <p>c. Does the recipient's and its subrecipients' chart of accounts include a complete listing of the account numbers used to support the control required to ensure that resources used do not exceed resources authorized?</p>                                                                                                                                                                                                                         | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                          |
| <p>d. Do the approval controls provide reasonable assurance that appropriate individuals approve recorded transactions in accordance with management's general or specific criteria?</p>                                                                                                                                                                                                                                                                 | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                          |
| <p>e. Do the controls over the design and use of documents and records provide reasonable assurance that transactions and events are properly documented, recorded, and auditable?</p>                                                                                                                                                                                                                                                                   | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                          |
| <p>f. In the normal course of the position's requirements, are duties segregated to effectively reduce the opportunity for someone to perpetrate or conceal errors or irregularities?</p>                                                                                                                                                                                                                                                                | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                          |
| <p>g. Is it clear that all personnel are responsible for communicating to appropriate supervisory officials the recipient's or its subrecipients' operating problems and noncompliance with laws and regulations?</p>                                                                                                                                                                                                                                    | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                          |
| <p>h. Do the internal control procedures support the ability to prepare financial statements that are accurately presented in conformity with generally accepted or other relevant and appropriate accounting principles and regulatory requirements? (One level of assurance of the accuracy and integrity of data is provided by the recipient attaining an unqualified opinion on the audited annual financial statements and internal controls.)</p> | <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br/> <b>Yes No N/A</b></p> |
| <p><b>Describe Basis for Conclusion:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                          |

6.

|                                                                                                                                                                                                                                                                                                                      |                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Do the recipient and its subrecipients identify expenditures in their accounting records according to eligible program activities identified in the program regulation, the recipient’s Action Plan, and the drawdown activity information?<br>[24 CFR 576.100; 24 CFR 576.500(u); 24 CFR 84.21(b)(2); 24 CFR 85.20] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                |                                                                                                 |

7.

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Does a review of the sample transaction records indicate that grant expenditures were eligible costs under regulations, were necessary and reasonable for proper and efficient administration of the program, were allocable to the program, and supported by adequate source documentation (invoices, contracts, or purchase orders)?<br>[24 CFR 576.100-576.109; 24 CFR 576.500(u); 24 CFR 84.21(b); 24 CFR 85.20(b)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                 |

8.

|                                                                                                                                              |                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Does the source documentation support the amount drawn down from the payment requests?<br>[24 CFR 576.500(u); 24 CFR 84.21(b); 24 CFR 85.20] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                        |                                                                                                 |

9.

|                                                                                                                                                                                                                                                                                                                  |                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Do the recipient’s financial information (e.g., drawdowns, unexpended balances) records match the information in HUD’s financial systems (e.g., Line of Credit Control System (LOCCS), Integrated Disbursement and Information System (IDIS)) for the period under review?<br>[24 CFR 576.500(aa); 24 CFR 85.20] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                            |                                                                                                 |

10.

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| Are payments for salaries and wages supported by documented payrolls and personnel activity reports as specified in the applicable cost principles?<br>[24 CFR 576.500(u)(2); OMB Circular A-122, Attachment B, 8(m); OMB Circular A-87, Attachment B, 8(h)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                        |                                                                                                 |

11.

|                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Are charges to the grant by both governmental units and nonprofit organizations for salaries and wages, whether treated as direct or indirect costs, based on payrolls documented in accordance with generally accepted accounting principles and approved by a responsible official(s) of the organization being monitored?<br>[24 CFR 576.500(u)(2); OMB Circular A-122, Attachment B, 8(m); OMB Circular A-87, Attachment B, 8(h)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                 |

12.

|                                                                                                                                                                                                                                                                                                       |                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| For government employees working solely on the grant, are charges for their salaries and wages supported by periodic certifications that the employees worked solely on that program for the period covered by the certification?<br>[24 CFR 576.500(u)(2); OMB Circular A-87, Attachment B, 8(h)(3)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                 |                                                                                                 |

13.

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| For government employees, were the certifications prepared at least semi-annually and signed by the employee or a supervisory official having first-hand knowledge of the work performed by the employee?<br>[24 CFR 576.500(u)(2); OMB Circular A-87, Attachment B, 8(h)(3)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                         |                                                                                                 |

14.

|                                                                                                                                                                       |                                                                                                 |
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| Does a random selection of administrative costs reflect that grant funds were used for eligible administrative costs?<br>[24 CFR 576.108; 24 CFR 84.21; 24 CFR 85.20] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                 |                                                                                                 |

15.

|                                                                                                                                                                                                                                              |                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Are all of the administrative costs reviewed allocable to the program, and necessary and reasonable for proper and efficient administration of the program?<br>[24 CFR 576.108; 24 CFR 576.500(u)(2); OMB Circular A-122; OMB Circular A-87] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                        |                                                                                                 |



16.

|                                                                                                                                                                                                                  |                          |                          |                          |
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| Is the recipient in compliance with the component or activity caps imposed by program regulations, and are all costs subject to the expenditure caps properly classified?<br>[24 CFR 576.100; 24 CFR 576.500(u)] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                  | Yes                      | No                       | N/A                      |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                            |                          |                          |                          |

17.

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| If the recipient advances grant funds to subrecipients, are there procedures to minimize the time elapsed between the transfer of funds to, and disbursement by, the subrecipients?<br>[24 CFR 576.407(c); 24 CFR 84.22(b)(1); 24 CFR 85.21(c)] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                 | Yes                      | No                       | N/A                      |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                           |                          |                          |                          |

18.

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| If the recipient uses advances, is there evidence that any interest earned on grant advances over the amount specified in the uniform administrative requirements has been remitted to the U.S. Treasury as required by HUD?<br>[24 CFR 576.407(c); 24 CFR 85.21(i)] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                                      | Yes                      | No                       | N/A                      |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                |                          |                          |                          |

19.

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| If indirect costs are charged to the grant program by the recipient or its subrecipients, are the costs supported by an Indirect Cost Rate Proposal or Cost Allocation Plan prepared in accordance with OMB Circular A-87 (for governments) or OMB Circular A-122 (for nonprofit organizations)?<br>[24 CFR 576.109; OMB Circular A-87; OMB Circular A-122] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                                                                                                                             | Yes                      | No                       | N/A                      |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                       |                          |                          |                          |

20.

|                                                                                                                                                                                                     |                          |                          |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| a. If single audits are required, does the recipient or its subrecipients have a system or methodology to ensure that such audits are conducted?<br>[24 CFR 576.407(c); 24 CFR 85.26; 24 CFR 84.26] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                     | Yes                      | No                       | N/A                      |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                               |                          |                          |                          |

|                                                                                                                                                                                                                                                                                               |                          |                          |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| b. If single audits are required for any recipient or subrecipient, is there documentation that the audits have been reviewed for compliance and that the recipient or subrecipient has taken appropriate follow-up actions, if necessary?<br>[24 CFR 576.407(c); 24 CFR 85.26; 24 CFR 84.26] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                                                               | Yes                      | No                       | N/A                      |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                         |                          |                          |                          |

21.

|                                                                                                                               |                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Do the recipient and its subrecipients maintain records of their receipt and use of program income?<br>[24 CFR 576.500(u)(3)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                         |                                                                                                 |

22.

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Do the recipient and its subrecipients use program income as the nonfederal share of eligible costs (i.e., match)?<br>[24 CFR 576.201(f); 24 CFR 576.407(c); 24 CFR 84.24(b) or 24 CFR 85.25(g)] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                            |                                                                                                 |

23.

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Does a review of program expenditures indicate the absence of any unallowable costs including entertainment, contributions and donations, fines and penalties, or general governmental expenditures including salary and expenses of the chief executive officer of the recipient or its subrecipients?<br>[24 CFR 576.100(d); 24 CFR 576.500(u)(2); OMB Circular A-87 or OMB Circular A-122] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                                                                                                                                                                                         |                                                                                                 |

24.

|                                                                                                                                                                                                                            |                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Does a review of the expenditures indicate that costs related to lobbying political activities have not been charged to the program?<br>[24 CFR 576.100(d); 24 CFR 576.500(u)(2); OMB Circular A-87 or OMB Circular A-122] | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><b>Yes No N/A</b> |
| <b>Describe Basis for Conclusion:</b>                                                                                                                                                                                      |                                                                                                 |

City of Berkeley – Priority Home Partnership Program File Review Check List

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

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

Supervisor Approval - Name: \_\_\_\_\_

**I. Eligibility Documentation**

ESG Application for Assistance and Eligibility Determination Form (8 pages)

\_\_\_\_\_ Rapid Rehousing Assistance

\_\_\_\_\_ Homeless Prevention

| Attached                 | Document                                                                          | COB Review               |
|--------------------------|-----------------------------------------------------------------------------------|--------------------------|
| <input type="checkbox"/> | Homeless Status Supporting Documentation (Rapid Rehousing-RR)                     | <input type="checkbox"/> |
| <input type="checkbox"/> | At Imminent Risk Housing Status Supporting Documentation (Homeless Prevention-HP) | <input type="checkbox"/> |
| <input type="checkbox"/> | Income Eligibility Supporting Documentation (RR&HP)                               | <input type="checkbox"/> |
| <input type="checkbox"/> | Asset Verification Supporting Documentation (RR&HP)                               | <input type="checkbox"/> |
| <input type="checkbox"/> | Current ROI - Date: _____                                                         | <input type="checkbox"/> |

**II. Documentation of Assistance/Ongoing Services**

| Attached                 | Document                                                                              | COB Review               |
|--------------------------|---------------------------------------------------------------------------------------|--------------------------|
| <input type="checkbox"/> | 1. Request for Tenancy Approval                                                       | <input type="checkbox"/> |
| <input type="checkbox"/> | 2. Household Budget                                                                   | <input type="checkbox"/> |
| <input type="checkbox"/> | 3. Housing Stability Plan                                                             | <input type="checkbox"/> |
| <input type="checkbox"/> | 4. Financial Assistance Calculation Form                                              | <input type="checkbox"/> |
| <input type="checkbox"/> | 5. Program Participation Agreement                                                    | <input type="checkbox"/> |
| <input type="checkbox"/> | 6. Lease Between Participant and Landlord                                             | <input type="checkbox"/> |
| <input type="checkbox"/> | 7. Rental Assistance Agreement with Landlord                                          | <input type="checkbox"/> |
| <input type="checkbox"/> | 8. W-9 Form                                                                           | <input type="checkbox"/> |
| <input type="checkbox"/> | Three Month Reassessment(s) <i>(if applicable, insert dates)</i><br>1. _____ 2. _____ | <input type="checkbox"/> |
| <input type="checkbox"/> | Budget/Housing Stability Plan, if recertified for additional 3 months                 | <input type="checkbox"/> |
| <input type="checkbox"/> | Exit Form (HMIS form), if exited from program.                                        | <input type="checkbox"/> |
| <input type="checkbox"/> | Termination of Housing Assistance <i>(if applicable)</i>                              | <input type="checkbox"/> |
| <input type="checkbox"/> | Other                                                                                 | <input type="checkbox"/> |

City of Berkeley – Priority Home Partnership Program File Review Check List

Inspection Documentation Verification

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

Unit  
Address: \_\_\_\_\_

| In File                  | Document                                              | Inspector's Signature | Unit Pass                | Unit Inconclusive /Fail  | Date |
|--------------------------|-------------------------------------------------------|-----------------------|--------------------------|--------------------------|------|
| <input type="checkbox"/> | Rent Reasonableness                                   |                       | <input type="checkbox"/> | <input type="checkbox"/> |      |
| <input type="checkbox"/> | Habitability Inspection<br>(includes Lead Assessment) |                       | <input type="checkbox"/> | <input type="checkbox"/> |      |
| <input type="checkbox"/> | FMR certification                                     |                       | <input type="checkbox"/> | <input type="checkbox"/> |      |

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NOTES:

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City of Berkeley  
**Program Monitoring File Checklist**

Client File Reviewed: (first initial, last initial) \_\_\_\_\_ Date: \_\_\_\_\_ Case Manager: \_\_\_\_\_  
 Staff Reviewer \_\_\_\_\_ Signature \_\_\_\_\_

| Item (All Files)                                                                                                    | Yes | No | N/A | Comments |
|---------------------------------------------------------------------------------------------------------------------|-----|----|-----|----------|
| Client Intake                                                                                                       |     |    |     |          |
| Needs Assessment                                                                                                    |     |    |     |          |
| Income Verification                                                                                                 |     |    |     |          |
| Disability Verification                                                                                             |     |    |     |          |
| Homelessness Verification                                                                                           |     |    |     |          |
| Client ID                                                                                                           |     |    |     |          |
| Program Participation Agreement                                                                                     |     |    |     |          |
| Notice of Grievance Policies                                                                                        |     |    |     |          |
| Notice of Privacy Policies                                                                                          |     |    |     |          |
| Release of Information                                                                                              |     |    |     |          |
| Individual Service Plan (current)                                                                                   |     |    |     |          |
| Case Notes: Documentation of case management sessions (note frequency) and of ongoing efforts to achieve ISP goals. |     |    |     |          |
| Documentation of Referrals to other needed services                                                                 |     |    |     |          |
| Documentation of Increased Income                                                                                   |     |    |     |          |
| Documentation of Housing Placement (address)                                                                        |     |    |     |          |
| Exit Documentation                                                                                                  |     |    |     |          |
| Emergency Contact                                                                                                   |     |    |     |          |
| Is file stored in secure area with restricted access?                                                               |     |    |     |          |
| Is file organized, complete, uses standard forms, entries legible?                                                  |     |    |     |          |
| File clearly notes client's status? (active, closed, inactive)                                                      |     |    |     |          |

**SHELTER OR TRANSITIONAL HOUSING SERVICES**

|                                                             |  |  |  |  |
|-------------------------------------------------------------|--|--|--|--|
| Savings Program? Documentation of deposits and withdrawals? |  |  |  |  |
| Other Info:                                                 |  |  |  |  |
| Other Info:                                                 |  |  |  |  |
| TB Test In File                                             |  |  |  |  |

**OVERALL COMMENTS**

**NOTATIONS ON REVIEW ITEMS**

**INCOME VERIFICATION:** If program uses “presumed income” category, file must include verification of qualification for presumed category.

**HOMELESS VERIFICATION:** HUD guidelines indicate that third-party verification is best practice; self-certification and homeless history are also acceptable.

**DISABILITY VERIFICATION:** For programs funded to serve disabled, verification should be by a licensed professional.

**Excerpted ESG Interim Regulations as Applicable to Subrecipients**  
**Subpart A—General Provisions**

**§ 576.1 Applicability and purpose.**

This part implements the Emergency Solutions Grants (ESG) program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378). The program authorizes the Department of Housing and Urban Development (HUD) to make grants to States, units of general purpose local government, and territories for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

**§ 576.2 Definitions.**

**At risk of homelessness** means: (1) An individual or family who: Has an annual income below 30 percent of median family income for the area, as determined by HUD; Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

1. Meets one of the following conditions:

- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- Is living in the home of another because of economic hardship;
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan;

2. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney- Vento Homeless Assistance Act (42 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**Consolidated plan** means a plan prepared in accordance with 24 CFR part 91. An **approved consolidated plan** means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

**Continuum of Care** means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

**Emergency shelter** means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG.

**Homeless** means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
  - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
  - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
  - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - (ii) Has no other residence; and
  - (iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

*Homeless Management Information System (HMIS)* means the information system designated by the Continuum of Care to comply with the HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.

*Metropolitan city* means a city that was classified as a metropolitan city under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds are made available. This term includes the District of Columbia.

*Private nonprofit organization* means a private nonprofit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.

*Program income* shall have the meaning provided in 24 CFR 85.25. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient.

*Program participant* means an individual or family who is assisted under ESG program.



*Program year* means the consolidated program year established by the recipient under 24 CFR part 91.

*Recipient* means any State, territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general purpose local government that is approved by HUD to assume financial responsibility and enters into a grant agreement with HUD to administer assistance under this part.

*State* means each of the several States and the Commonwealth of Puerto Rico.

*Subrecipient* means a unit of general purpose local government or private nonprofit organization to which a recipient makes available ESG funds.

*Unit of general purpose local government* means any city, county, town, township, parish, village, or other general purpose political subdivision of a State.

*Urban county* means a county that was classified as an urban county under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds are made available.

*Victim service provider* means a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

## **Subpart B—Program Components and Eligible Activities**

### **§ 576.100 General provisions and expenditure limits.**

(a) ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities. The five program components and the eligible activities that may be funded under each are set forth in § 576.101 through § 576.107. Eligible administrative activities are set forth in § 576.108.

(b) The total amount of the recipient's fiscal year grant that may be used for street outreach and emergency shelter activities cannot exceed the greater of:

(1) 60 percent of the recipient's fiscal year grant; or

(2) The amount of Fiscal Year 2010 grant funds committed for homeless assistance activities.

(c) The total amount of ESG funds that may be used for administrative activities cannot exceed 7.5 percent of the recipient's fiscal year grant.

(d) Subject to the cost principles in OMB Circulars A-87 (2 CFR 225) and A-122 (2 CFR 230) and other requirements in this part, employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS are eligible costs of those program components. These costs are not subject to the expenditure limit in paragraph (c) of this section.

### **§ 576.101 Street outreach component.**

(a) *Eligible costs.* Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for essential services consist of:

(1) *Engagement.* The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

(2) *Case management.* The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant

progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

(3) *Emergency health services.* (i) Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.

(ii) ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

(iii) Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.

(4) *Emergency mental health services.*

(i) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

(ii) ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.

(iii) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

(iv) Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

(5) *Transportation.* The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

(i) The cost of a program participant's travel on public transportation;

(ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and

(iv) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

(6) *Services for special populations.*

ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

(b) *Minimum period of use.* The recipient or subrecipient must provide services to homeless individuals and families for at least the period during which ESG funds are provided.

(c) *Maintenance of effort.* (1) If the recipient or subrecipient is a unit of general purpose local government, its ESG funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit.

(2) Upon the recipient's request, HUD will determine whether the unit of general purpose local government is in a severe financial deficit, based on the recipient's demonstration of each of the following:

(i) The average poverty rate in the unit of general purpose local government's jurisdiction was equal to or greater than 125 percent of the average national poverty rate, during the calendar year for which the most recent data are available, as determined according to information from the U.S. Census Bureau.

(ii) The average per-capita income in the unit of general purpose local government's jurisdiction was less than 75 percent of the average national per-capita income, during the calendar year for which the most recent data are available, as determined according to information from the Census Bureau.

(iii) The unit of general purpose local government has a current annual budget deficit that requires a reduction in funding for services for homeless people.

(iv) The unit of general-purpose local government has taken all reasonable steps to prevent a reduction in funding of services for homeless people. Reasonable steps may include steps to increase revenue generation, steps to maximize cost savings, or steps to reduce expenditures in areas other than services for homeless people.

**§ 576.103 Homelessness prevention component.**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant’s current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

**§ 576.104 Rapid re-housing assistance component.**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in § 576.2 or who meet the criteria under paragraph 4 of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re- housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium- term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

**§ 576.105 Housing relocation and stabilization services.**

(a) *Financial assistance costs.* Subject to the general conditions under § 576.103 and § 576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

- (1) *Rental application fees.* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
- (2) *Security deposits.* ESG funds may pay for a security deposit that is equal to no more than 2 months’ rent.
- (3) *Last month’s rent.* If necessary to obtain housing for a program participant, the last month’s rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month’s rent. This assistance must not exceed one month’s rent and must be included in calculating the program participant’s total rental assistance, which cannot exceed 24 months during any 3-year period.
- (4) *Utility deposits.* ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
- (5) *Utility payments.* ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
- (6) *Moving costs.* ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

(b) *Services costs.* Subject to the general restrictions under § 576.103 and § 576.104, ESG funds may be used to pay the costs of providing the following services:

- (1) *Housing search and placement.*

Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent

housing, include the following:

- (i) Assessment of housing barriers, needs, and preferences;
  - (ii) Development of an action plan for locating housing;
  - (iii) Housing search;
  - (iv) Outreach to and negotiation with owners;
  - (v) Assistance with submitting rental applications and understanding leases;
  - (vi) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
  - (vii) Assistance with obtaining utilities and making moving arrangements; and
  - (viii) Tenant counseling.
- (2) *Housing stability case management.* ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
- (A) Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
  - (B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
  - (C) Counseling;
  - (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
  - (E) Monitoring and evaluating program participant progress;
  - (F) Providing information and referrals to other providers;
  - (G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
  - (H) Conducting re-evaluations required under § 576.401(b).
- (3) *Mediation.* ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- (4) *Legal services.* ESG funds may pay for legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- (5) *Credit repair.* ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- (c) *Maximum amounts and periods of assistance.* The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.
- (d) *Use with other subsidies.* Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

#### **§ 576.106 Short-term and medium-term rental assistance.**

- (a) *General provisions.* Subject to the general conditions under § 576.103 and § 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this

assistance.

- (1) Short-term rental assistance is assistance for up to 3 months of rent.
- (2) Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.
- (3) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
- (4) Rental assistance may be tenant-based or project-based, as set forth in paragraphs (h) and (i) of this section.
- (b) *Discretion to set caps and conditions.* Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.
- (c) *Use with other subsidies.* Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URAPayments.
- (d) *Rent restrictions.* (1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.  
(2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- (e) *Rental assistance agreement.* The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.
- (f) *Late payments.* The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.
- (g) *Lease.* Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of one year.
- (h) *Tenant-based rental assistance.*
  - (1) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.
  - (2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.
  - (3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
    - (i) The program participant moves out of the housing unit for which the program participant has a lease;
    - (ii) The lease terminates and is not renewed; or
    - (iii) The program participant becomes ineligible to receive ESG rental assistance.
  - (i) *Project-based rental assistance.* If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and

subsidize its rent in accordance with the following requirements:

1. The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement (“assisted unit”) may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.
2. The recipient or subrecipient may pay up to 100 percent of the first month’s rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month’s rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant’s lease and must be included when determining that program participant’s total rental assistance.
3. The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month’s rent, *i.e.*, the first month’s rent for a new program participant, as provided in paragraph (i)(2) of this section.
4. The program participant’s lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.

(1) The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant’s lease. If the program participant’s lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended beyond the expenditure deadline in § 576.203 or commit funds for a future ESG grant before the grant is awarded.

*(j) Changes in household composition.*

The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

**§ 576.107 HMIS component.**

*(a) Eligible costs.*

(1) The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:

- (i) Purchasing or leasing computer hardware;
- (ii) Purchasing software or software licenses;
- (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- (iv) Obtaining technical support; Leasing office space;
- (v) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;

(vi) Paying salaries for operating HMIS, including:

- (A) Completing data entry;
- (B) Monitoring and reviewing data quality;
- (C) Completing data analysis;
- (D) Reporting to the HMIS Lead;
- (E) Training staff on using the HMIS or comparable database; and
- (F) Implementing and complying with HMIS requirements;

(vii) Paying costs of staff to travel to and attend HUD-sponsored and HUD- approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

(viii) Paying staff travel costs to conduct intake; and

(ix) Paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area’s HMIS.

(2) If the recipient is the HMIS lead agency, as designated by the Continuum of Care in the most recent fiscal year Continuum of Care Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of:

- (i) Hosting and maintaining HMIS software or data;
  - (ii) Backing up, recovering, or repairing HMIS software or data;
  - (iii) Upgrading, customizing, and enhancing the HMIS;
  - (iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;
  - (v) Administering the system;
  - (vi) Reporting to providers, the Continuum of Care, and HUD; and
  - (vii) Conducting training on using the system or a comparable database, including traveling to the training.
- (3) If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (*i.e.*, longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- (b) *General restrictions.* Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

**§ 576.108 Administrative activities.**

- (a) *Eligible costs.* The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under § 576.101 through § 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:
- (1) *General management, oversight and coordination.* Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
    - (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:
      - (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;
      - (B) Developing systems for assuring compliance with program requirements;
      - (C) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
      - (D) Monitoring program activities for progress and compliance with program requirements;
      - (E) Preparing reports and other documents directly related to the program for submission to HUD;
      - (F) Coordinating the resolution of audit and monitoring findings;
      - (G) Evaluating program results against stated objectives; and
      - (H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.
    - (ii) Travel costs incurred for monitoring of subrecipients;
    - (iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
    - (iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
  - (2) *Training on ESG requirements.* Costs of providing training on ESG requirements and attending HUD- sponsored ESG trainings.
  - (3) *Consolidated plan.* Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
  - (4) *Environmental review.* Costs of carrying out the environmental review responsibilities under § 576.407.
- (b) *Sharing requirement.* (1) *States.* If the recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general-purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations.
- (2) *Territories, metropolitan cities, and urban counties.* If the recipient is a territory, metropolitan city, or urban

county, the recipient may share its funds for administrative costs with its subrecipients.

### **Subpart C—Award and Use of Funds**

#### **§ 576.201 Matching requirement.**

- (a) *Required amount of matching contributions.* (1) Except as provided under paragraphs (a)(2) and (a)(3) of this section, the recipient must make matching contributions to supplement the recipient's ESG program in an amount that equals the amount of ESG funds provided by HUD.
- (b) *Eligible sources of matching contributions.* (1) Subject to the requirement for States under paragraph (a)(2) of this section, the recipient may require its subrecipients to make matching contributions consistent with this section to help meet the recipient's matching requirement.
- (2) Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a Federal source of funds:
- (i) The recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- (ii) If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this section.
- (c) *Recognition of matching contributions.* (1) In order to meet the matching requirement, the matching contributions must meet all requirements that apply to the ESG funds provided by HUD, except for the expenditure limits in § 576.100.
- (2) The matching contributions must be provided after the date that HUD signs the grant agreement.
- (3) To count toward the required match for the recipient's fiscal year grant, cash contributions must be expended within the expenditure deadline in § 576.203, and noncash contributions must be made within the expenditure deadline in § 576.203.
- (4) Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant.
- (5) Contributions that have been or will be counted as satisfying a matching requirement of another Federal grant or award may not count as satisfying the matching requirement of this section.
- (d) *Eligible types of matching contributions.* The matching requirement may be met by one or both of the following:
- (1) *Cash contributions.* Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.
- (2) *Noncash contributions.* The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.
- (e) *Calculating the amount of noncash contributions.* (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.
- (2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- (3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.
- (f) *Costs paid by program income.*  
Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

### **Subpart E—Program Requirements**

#### **§ 576.400 Area-wide systems coordination requirements.**

- (a) *Consultation with Continuums of Care.* The recipient must consult with each Continuum of Care that serves the recipient's jurisdiction in determining how to allocate ESG funds each program year; developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and developing funding, policies, and procedures for the administration and operation of the HMIS.



- (b) *Coordination with other targeted homeless services.* The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. These programs include:
- (1) Shelter Plus Care Program (24 CFR part 582);
  - (2) Supportive Housing Program (24 CFR part 583);
  - (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882);
  - (4) HUD—Veterans Affairs Supportive Housing (HUD—VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110–161 (2007), 73 FR 25026 (May 6, 2008));
  - (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII–B of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*));
  - (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa– 5));
  - (7) Healthcare for the Homeless (42 CFR part 51c);
  - (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*));
  - (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc–21 *et seq.*));
  - (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act);
  - (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 *et seq.*));
  - (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975));
  - (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021);
  - (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C.2043);
  - (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61);
  - (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031);
  - (17) Homeless Veterans Dental Program (38 U.S.C. 2062);
  - (18) Supportive Services for Veteran Families Program (38 CFR part 62);and
  - (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).
- (c) *System and program coordination with mainstream resources.* The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG- funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programsinclude:
- (1) Public housing programs assisted under section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437g) (24 CFR parts 905, 968, and 990);
  - (2) Housing programs receiving tenant-based or project-based assistance under section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f) (respectively 24 CFR parts 982 and 983);
  - (3) Supportive Housing for Persons with Disabilities (Section 811) (24 CFR part 891);
  - (4) HOME Investment Partnerships Program (24 CFR part92);
  - (5) Temporary Assistance for Needy Families (TANF) (45 CFR parts260–265);
  - (6) Health Center Program (42 CFR part 51c);
  - (7) State Children’s Health Insurance Program (42 CFR part457):
  - (8) Head Start (45 CFR chapter XIII, subchapter B);
  - (9) Mental Health and Substance Abuse Block Grants (45 CFR part 96);and
  - (10) Services funded under the Workforce Investment Act (29 U.S.C. 2801 *etseq.*).

**§ 576.401 Evaluation of program participant eligibility and needs.**

- (a) *Evaluations.* The recipient or its subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family’s eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e).

(b) *Re-evaluations for homelessness prevention and rapid re-housing assistance.* (1) The recipient or subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

- (i) The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
- (ii) The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

(2) The recipient or subrecipient may require each program participant receiving homelessness prevention or rapid re-housing assistance to notify the recipient or subrecipient regarding changes in the program participant's income or other circumstances (*e.g.*, changes in household composition) that affect the program participant's need for assistance under ESG. When notified of a relevant change, the recipient or subrecipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs.

(c) *Annual income.* When determining the annual income of an individual or family, the recipient or subrecipient must use the standard for calculating annual income under 24 CFR 5.609.

(d) *Connecting program participants to mainstream and other resources.* The recipient and its subrecipients must assist each program participant, as needed, to obtain:

(1) Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:

- (i) Medicaid (42 CFR chapter IV, subchapter C);
- (ii) Supplemental Nutrition Assistance Program (7 CFR parts 271–283);
- (iii) Women, Infants and Children (WIC) (7 CFR part 246);
- (iv) Federal-State Unemployment Insurance Program (20 CFR parts 601–603, 606, 609, 614–617, 625, 640,
- (v) Social Security Disability Insurance (SSDI) (20 CFR part 404);
- (vi) Supplemental Security Income (SSI) (20 CFR part 416);
- (vii) Child and Adult Care Food Program (42 U.S.C. 1766(t) (7 CFR part 226));
- (viii) Other assistance available under the programs listed in §576.400(c).

(e) *Housing stability case management.* (1) While providing homelessness prevention or rapid re-housing assistance to a program participant, the recipient or subrecipient must:

- (i) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
- (ii) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.

(2) The recipient or subrecipient is exempt from the requirement under paragraph (e)(1)(i) of this section if the Violence Against Women Act of 1994 (42 U.S.C. 13701 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits that recipient or subrecipient from making its shelter or housing conditional on the participant's acceptance of services.

#### **§ 576.402 Terminating assistance.**

(a) *In general,* If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of individuals affected. The recipient or subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

(b) *Program participants receiving rental assistance or housing relocation and stabilization services.* To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:

- (1) Written notice to the program participant containing a clear statement of the reasons for termination;

- (2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the program participant.
- (c) Ability to provide further assistance. Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same family or individual.

**§ 576.403 Shelter and housing standards.**

- (a) Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
- (b) Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
  - (1) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and Water Sense products and appliances.
  - (2) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 *et seq.*) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 *et seq.*) and 28 CFR part 35; where applicable.
  - (3) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - (4) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - (5) Water supply. The shelter's water supply must be free of contamination.
  - (6) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - (7) Thermal environment. The shelter must have any necessary heating/ cooling facilities in proper operating condition.
  - (8) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
  - (9) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - (10) Sanitary conditions. The shelter must be maintained in a sanitary condition.
  - (11) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- (c) Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this paragraph (c). The recipient may also establish standards that exceed or add to these minimum standards.
  - (1) Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
  - (2) Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
  - (3) Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

- (4) *Water supply.* The water supply must be free from contamination.
- (5) *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- (6) *Thermal environment.* The housing must have any necessary heating/cooling facilities in proper operating condition.
- (7) *Illumination and electricity.* The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- (8) *Food preparation.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- (9) *Sanitary conditions.* The housing must be maintained in a sanitary condition.
- (10) *Fire safety.* (i) There must be a second means of exiting the building in the event of fire or other emergency.  
(ii) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.  
(iii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

**§ 576.404 Conflicts of interest.**

- (a) *Organizational conflicts of interest.* The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, the subrecipient, or a parent or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary of the subrecipient, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- (b) *Individual conflicts of interest.* For the procurement of goods and services, the recipient and its subrecipients must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) and 24 CFR 84.42 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply:
  - (1) *Conflicts prohibited.* No person described in paragraph (b)(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
  - (2) *Persons covered.* The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients.
  - (3) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (b)(3)(ii) of this section, provided that the recipient has satisfactorily met the threshold requirements of paragraph (b)(3)(i) of this section.
    - (i) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:
      - (A) If the recipient or subrecipient is a government, disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
      - (B) An opinion exception is sought would not violate state or local law.
    - (ii) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements under paragraph (b)(3)(i) of this section, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of the recipient's or subrecipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
      - (A) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (B) Whether an opportunity was provided for open competitive bidding or negotiation;
  - (C) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
  - (D) Whether the interest or benefit was present before the affected person was in the position described in paragraph (b)(1) of this section;
  - (E) Whether undue hardship results to the recipient, the subrecipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
  - (F) Any other relevant considerations.
- (c) Contractors. All contractors of the recipient or subrecipient must comply with the same requirements that apply to subrecipients under this section.

**§ 576.405 Homeless participation.**

- (a) Unless the recipient is a State, the recipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy- making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG).
- (b) If the recipient is unable to meet requirement under paragraph (a), it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR91.220.
- (c) To the maximum extent practicable, the recipient or subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

**§ 576.406 Faith-based activities.**

- (a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive ESG funds. Neither the Federal Government nor a State or local government receiving funds under ESG shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (b) Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants.
- (c) Any religious organization that receives ESG funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (d) An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- (e) ESG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Solutions ESG funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the ESG program. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds. Sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for funded improvements under the program. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- (f) If the recipient or a subrecipient that is a local government voluntarily contributes its own funds to supplement

federally funded activities, the recipient or subrecipient has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**§ 576.407 Other Federal requirements.**

- (a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- (b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
- (c) *Uniform Administrative Requirements.* The requirements of 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.
- (d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 50. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).
- (2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.
- (e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- (f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Subpart F—Grant Administration**

**§ 576.500 Recordkeeping and reporting requirements.**

- (a) *In general.* The recipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the recipient and its subrecipients to ensure that ESG funds are used in accordance with the requirements. In addition, sufficient records must be established and maintained to enable the recipient and HUD to determine whether ESG requirements are being met.
- (b) *Homeless status.* The recipient must maintain and follow written intake procedures to ensure compliance with the homeless definition in § 576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as third-

party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made.

(1) If the individual or family qualifies as homeless under paragraph (1)(i) or (ii) of the homeless definition in § 576.2, acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

(2) If the individual qualifies as homeless under paragraph (1)(iii) of the homeless definition in § 576.2, because he or she resided in an emergency shelter or place not meant for human habitation and is exiting an institution where he or she resided for 90 days or less, acceptable evidence includes the evidence described in paragraph (b)(1) of this section and one of the following:

(i) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or

(ii) Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.

(3) If the individual or family qualifies as homeless under paragraph (2) of the homeless definition in § 576.2, because the individual or family will imminently lose their housing, the evidence must include:

(i)(A) A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance; or the equivalent notice under applicable state law, a Notice to Quit, or a Notice to Terminate issued under state law;

(B) For individuals and families whose primary nighttime residence is a hotel or motel room not paid for by charitable organizations or federal, state, or local government programs for low-income individuals, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application for homeless assistance; or

(C) An oral statement by the individual or head of household that the owner or renter of the housing in which they currently reside will not allow them to stay for more than 14 days after the date of application for homeless assistance. The intake worker must record the statement and certify that it was found credible. To be found credible, the oral statement must either:

(I) be verified by the owner or renter of the housing in which the individual or family resides at the time of application for homeless assistance and documented by a written certification by the owner or renter or by the intake worker's recording of the owner or renter's oral statement; or (II) if the intake worker is unable to contact the owner or renter, be documented by a written certification by the intake worker of his or her due diligence in attempting to obtain the owner or renter's verification and the written certification by the individual or head of household seeking assistance that his or her statement was true and complete;

(ii) Certification by the individual or head of household that no subsequent residence has been identified; and

(iii) Certification or other written documentation that the individual or family lacks the resources and support networks needed to obtain other permanent housing.

(4) If the individual or family qualifies as homeless under paragraph (3) of the homeless definition in § 576.2, because the individual or family does not otherwise qualify as homeless under the homeless definition but is an unaccompanied youth under 25 years of age, or homeless family with one or more children or youth, and is defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), the evidence must include:

(i) For paragraph (3)(i) of the homeless definition in § 576.2, certification of homeless status by the local private nonprofit organization or state or local governmental entity responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the

Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable;

(ii) For paragraph (3)(ii) of the homeless definition in § 576.2, referral by a housing or service provider, written observation by an outreach worker, or certification by the homeless individual or head of household seeking assistance;

(iii) For paragraph (3)(iii) of the homeless definition in § 576.2, certification by the individual or head of household and any available supporting documentation that the individual or family moved two or more times during the 60-day period immediately preceding the date of application for homeless assistance, including: recorded statements or records obtained from each owner or renter of housing, provider of shelter or housing, or social worker, case worker, or other appropriate official of a hospital or institution in which the individual or family resided; or, where these statements or records are unobtainable, a written record of the intake worker's due diligence in attempting to obtain these statements or records. Where a move was due to the individual or family fleeing domestic violence, dating violence, sexual assault, or stalking, then the intake worker may alternatively obtain a written certification from the individual or head of household seeking assistance that they were fleeing that situation and that they resided at that address; and

(iv) For paragraph (3)(iv) of the homeless definition in § 576.2, written diagnosis from a professional who is licensed by the state to diagnose and treat that condition (or intake staff- recorded observation of disability that within 45 days of date of the application for assistance is confirmed by a professional who is licensed by the state to diagnose and treat that condition); employment records; department of corrections records; literacy, English proficiency tests; or other reasonable documentation of the conditions required under paragraph (3)(iv) of the homeless definition.

(5) If the individual or family qualifies under paragraph (4) of the homeless definition in § 576.2, because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other housing. If the individual or family is receiving shelter or services provided by a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. Otherwise, the oral statement that the individual or head of household seeking assistance has not identified a subsequent residence and lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain housing must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a written referral by a housing or service provider, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any other organization from whom the individual or head of household has sought assistance for domestic violence, dating violence, sexual assault, or stalking. The written referral or observation need only include the minimum amount of information necessary to document that the individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

(c) *At risk of homelessness status.* For each individual or family who receives Emergency Solutions Grant (ESG) homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the recipient or subrecipient. The evidence must also include:

(1) If the program participant meets the criteria under paragraph (1) of the "at risk of homelessness" definition in § 576.2:

(i) The documentation specified under this section for determining annual income;

(ii) The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2;

(iii) The most reliable evidence available to show that the program participant does not have sufficient resources or support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition. Acceptable evidence includes:

(A) Source documents (*e.g.*, notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears);



- (B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, public administrator, relative) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of "at risk of homelessness" in § 576.2; or
- (C) To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; and
- (iv) The most reliable evidence available to show that the program participant meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2. Acceptable evidence includes:
- (A) Source documents that evidence one or more of the conditions under paragraph (1)(iii) of the definition (*e.g.*, eviction notice, notice of termination from employment, bank statement);
- (B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, owner, primary leaseholder, public administrator, hotel or motel manager) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition of "at risk of homelessness"; or To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff that the staff person has visited the applicant's residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; or
- (2) If the program participant meets the criteria under paragraph (2) or (3) of the "at risk of homelessness" definition in § 576.2, certification of the child or youth's homeless status by the agency or organization responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786) or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable.
- (d) *Determinations of ineligibility.* For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.
- (e) *Annual income.* For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:
- (1) Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or subrecipient; and
- (2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);
- (3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- (4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.
- (f) *Program participant records.* In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:
- (1) The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;
- (2) Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at § 576.101 through § 576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and
- (3) Where applicable, compliance with the termination of assistance requirement in § 576.402.
- (g) *Centralized or coordinated assessment systems and procedures.* The recipient and its subrecipients must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment

system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.

- (h) *Rental assistance agreements and payments.* The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- (i) *Utility allowance.* The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
- (j) *Shelter and housing standards.* The records must include documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.
- (k) *Emergency shelter facilities.* The recipient must keep records of the emergency shelters assisted under the ESG program, including the amount and type of assistance provided to each emergency shelter. As applicable, the recipient's records must also include documentation of the value of the building before the rehabilitation of an existing emergency shelter or after the conversion of a building into an emergency shelter and copies of the recorded deed or use restrictions.
- (l) *Services and assistance provided.* The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its subrecipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- (m) *Coordination with Continuum(s) of Care and other programs.* The recipient and its subrecipients must document their compliance with the requirements of § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.
- (n) *HMIS.* The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its subrecipients.
- (o) *Matching.* The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
- (p) *Conflicts of interest.* The recipient and its subrecipients must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.
- (q) *Homeless participation.* The recipient must document its compliance with the homeless participation requirements under § 576.405.
- (r) *Faith-based activities.* The recipient and its subrecipients must document their compliance with the faith-based activities requirements under § 576.406.
- (s) *Other Federal requirements.* The recipient and its subrecipients must document their compliance with the Federal requirements in § 576.407, as applicable, including:
  - (1) Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § 576.407(b).
  - (2) Records demonstrating compliance with the uniform administrative requirements in 24 CFR part 85 (for governments) and 24 CFR part 84 (for nonprofit organizations).
  - (3) Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.
  - (4) Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.
- (t) *Relocation.* The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in § 576.408.
- (u) *Financial records.* (1) The recipient must retain supporting documentation for all costs charged to the ESG grant.  
(2) The recipient and its subrecipients must keep documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § 576.101-§ 576.109 and the cost

principles in OMB Circulars A–87 (2 CFR part 225) and A–122 (2 CFR part 230).

- (3) The recipient and its subrecipients must retain records of the receipt and use of program income.
- (4) The recipient must keep documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.
- (v) *Subrecipients and contractors.* (1) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under §576.501.
  - (2) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR 84.40–84.48.
  - (3) The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.
- (w) *Other records specified by HUD.* The recipient must keep other records specified by HUD.
- (x) *Confidentiality.* (1) The recipient and its subrecipients must develop and implement written procedures to ensure:
  - (i) All records containing personally identifying information (as defined in HUD’s standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
  - (ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
  - (iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
- (2) The confidentiality procedures of the recipient and its subrecipients must be in writing and must be maintained in accordance with this section.
- (y) *Period of record retention.* All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
  - (1) Documentation of each program participant’s qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
  - (2) Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
  - (3) Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
- (z) *Access to records.* (1) *Federal government rights.* Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

Alameda County  
Priority Home Partnership  
(PHP)  
City of Berkeley



Emergency Solutions Grant  
Rapid Rehousing and Prevention  
Assistance  
Policies and Procedures Manual

Version 2  
January 2014

Priority Home ESG  
Policies and Procedures Manual

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## **Introduction**

The Emergency Solutions Grant (ESG) is a federal program that provides funding to states and local governments for emergency services and housing supports for homeless and at-risk households. Under the 2009 HEARTH Act, eligible activities under ESG were expanded from traditional shelter and outreach services to also include rapid rehousing and targeted homeless prevention. Per the ESG regulations (§576.400) ESG recipients must consult with the Continuum of Care entity in their region to determine how to allocate ESG funds, develop performance standards and evaluate the outcomes of projects and activities funded with ESG. They also must develop written policies and procedures for determining which households will receive assistance and for determining the type, amount, and length of assistance to be offered to eligible households.

### ***Program Purpose***

The primary purpose of local ESG-funding for prevention and/or rapid rehousing is to serve households as close to the “front door” of homelessness as possible – either by diverting them from entry into homelessness, and particularly to shelter, through prevention assistance, or assisting persons as soon as possible after becoming homeless, including after entering shelter, to end their homelessness quickly and shorten lengths of stay in shelter and time spent homeless. In some cases, particular subpopulations may be targeted for this assistance, consistent with plans to end homelessness.

This manual of policies and procedures covers all ESG recipients and subrecipients operating prevention and/or rapid rehousing programs in Alameda County, as these areas are all contained in HUD-recognized Continuum of Care 502. ESG entitlement recipients in Alameda County currently include the Cities of Berkeley and Oakland and the County of Alameda on behalf of the Urban County. Additional ESG subrecipients within the County may be selected by the State of California or, from time to time, additional cities may become entitlement for ESG. This manual was developed collaboratively by the CoC Entity, EveryOne Home, and all current entitlement recipients and State ESG subrecipients.

### ***Interim Guidelines***

The ESG and CoC regulations require that the Continuum of Care develop and implement a centralized or coordinated assessment system, and a set of written standards for CoC funded activities. Once coordinated assessment is established, each ESG-funded program or project must use the assessment system, and recipients and subrecipients must work with the Continuum of Care to ensure that screening, assessment and referral of program participants are consistent with the written standards required for ESG programs. This manual and the written standards contained herein for prevention and rapid rehousing are considered interim for the period until a broader coordinated assessment system and written standards for assistance have been developed and adopted across the Continuum.

A complete version of the ESG Interim Regulations can be found here:

[https://www.onecpd.info/resources/documents/HEARTH\\_ESGInterimRule&ConPlanConformingAmendments.pdf](https://www.onecpd.info/resources/documents/HEARTH_ESGInterimRule&ConPlanConformingAmendments.pdf)

### ***Structure of the Manual***

This manual is for ESG recipients, subrecipients, and interested parties. It provides a detailed description of the steps that will be taken to determine eligibility, calculate financial assistance, recertify for eligibility, provide support and terminate ESG assistance for rapid rehousing and prevention. Required and/or recommended forms and documents are provided in an Appendix of Forms and Documents at the end of the manual. In some cases, recipients or subrecipients may target their programs more specifically to subpopulations, such as survivors of domestic violence or seniors who are otherwise eligible.

***Items in bold italics that are highlighted in grey, are changes to the manual specific to how the City of Berkeley will implement the program.***



A document icon appears by every form that is referred to and clicking on the [highlighted hyperlinks](#) on the names of the form will take the reader directly to the referenced documents in the Appendix.

☒ Some key forms and information are entered into the county-wide InHOUSE Homeless Management Information System. Forms that are provided by InHOUSE are not included in this manual but are indicated by a computer icon.

**Acknowledgments:** The development of the ESG Manual was supported by Alameda County EveryOne Home and the City of Berkeley. For more information related to the ESG Manual or about the Priority Home Partnership, please contact Elaine DeColigny, EveryOne Home Director, at (510) 670-5944 or email [everyonehome@acgov.org](mailto:everyonehome@acgov.org). The manual was prepared by Katharine Gale Consulting with input from local government and community agency staff including the following persons: Kerry Abbot, Erika Bernheimer, Elaine DeColigny, Geoff Green, Kristin Lee, Susan Shelton, Liz Varela, Jennifer Vasquez, and Riley Wilkerson.

## 1: Participant Eligibility

As stated above, the primary purpose of ESG-funded rapid rehousing and prevention is to reduce entries into homelessness and/or shorten stays in homelessness to the greatest extent feasible.

To be eligible to receive ESG prevention or rapid rehousing assistance, participant households in Alameda County must meet both national and local requirements, and this eligibility must be documented with an application and supporting documentation kept in a client file. These requirements include:

- Participants must be homeless or at imminent risk of homelessness, per the applicable HUD definitions in the ESG regulation (§576.2) supported by documentation;
- Participants must be one of the locally targeted populations for the program, as specified on the application and eligibility determination form;
- Participants must be willing to participate in the program and to meet the terms of a self-developed Housing Stability Plan;
- Participants may not have already received 24 months of ESG assistance during the past 36 months (§576.105(c));
- Participants must meet the local asset policy, including having cash or equivalent assets of less than \$2,000 per single individual and \$3,000 per couple;

In addition:

- Participants receiving prevention assistance must have incomes at or below 30% of the Area Median Income (§576.103).

### Eligibility for Rapid Rehousing

Rapid rehousing provides financial assistance and supportive services to individuals or families that are literally homeless, staying in shelter or transitional housing or on the streets or other places not suitable for human habitation, or exiting institutions and having entered from one of these locations. Eligibility for rapid rehousing includes those fleeing domestic violence who are living in one of the places named above.

In keeping with the intentions of the program, rapid rehousing assistance will be used primarily to serve households that are:

- 1) Adults or family households able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG financial assistance anticipated to be of six months or less duration;
- 2) Adults or family households able to be rehoused rapidly with an ongoing subsidy from another source anticipated within six months of ESG program participation
- 3) Transition-age youth, especially those recently discharged from foster care, who are able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG assistance of eighteen months or less duration.



## Eligibility for Prevention Assistance

Prevention assistance will be directed to persons who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2). Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for ESG prevention to be provided to those categorized as “at-risk” but not necessarily at “imminent risk”, Alameda County ESG programs will target prevention services specifically to those that are at “immediate risk” defined as:

*“An individual or family who will imminently lose their primary nighttime residence, provided that:*

- *the primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;*
- *no subsequent residence has been identified; and,*
- *the individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.”*

Within the category of “imminent risk” special attention and outreach will be done to target those households that are:

- 1) doubled up with family and friends, must move within 14 days and are seeking to enter shelter;
- 2) living in a hotel or motel using their own resources , must leave within 14 days, and are seeking to enter shelter;
- 3) ~~living in their own housing, are being evicted for non-payment of rent, must leave within 14 days, and are seeking shelter;~~ **Not eligible under the City of Berkeley Priority Home Partnership (PHP). These households may be eligible for the Housing Retention Program (HRP).**
- 4) fleeing domestic violence;
- 5) imminently leaving foster care, or have recently left foster care and are at imminent risk of losing their current housing.

## Eligibility Determination

Program operators must determine that potential participants are eligible for assistance, and document this eligibility, including verifying income and housing status. The Program Application and Eligibility Determination Form contains key questions and documentation requirements.



A copy of the [ESG Program Application and Eligibility Determination Form](#) can be found in the Appendix. This document and all supporting documentation should be placed in the Participant’s File.

A cover sheet for participant files with a list of all of the program documents can be found [here](#).

**Ineligible applicants:** If a household is assessed and determined to be ineligible, the program operator must notify the household that they have been determined to be ineligible, provide them with appropriate referrals which should be noted on the application form, and create a client file documenting the assessment process and determination.

## 2: Enrollment

Once found eligible, to enroll the head of household must sign the ESG Participation Agreement complete the HMIS ROI and staff must complete an HMIS Standard Intake Form (SIF) for all household members.



A copy of the [ESG Program Participation Agreement](#) can be found in the appendix, immediately following the Application form.

☐ The HMIS Release of Information (ROI), and the Standardized Intake Form (SIF) are developed and updated by the InHOUSE staff at Alameda County Housing and Community Development Department, in accordance with HUD regulations. Housing Agency staff must ensure that the forms in use are the most recent ones, as HUD and local requirements change periodically. If you are unsure that the forms are the most recent, email [HMIS@acgov.org](mailto:HMIS@acgov.org).

### ***Budget and Housing Stability Plan***

The purpose of ESG Prevention and/or Rapid Rehousing assistance is to provide the support necessary to help the household retain or gain housing in the shortest period of time possible. Critical to being able to retain the housing is a budget and a housing plan. The budget is also needed to determine the amount of financial assistance to be provided.

The Housing Stability Plan should be updated as frequently as necessary to reflect changing situations. Once a participant has moved into housing, the housing specialist and participant should prepare a new Housing Stability Plan that emphasizes those steps or actions needed to retain housing.



A [Sample Budgeting Worksheet](#) and a sample [Housing Stability Plan](#) format can be found in the Appendix of Forms. ***ESG-funded programs may use another version of these forms if approved by the recipient.*** Be sure to make a copy of the Budget and Housing Plan for the participant and insert a signed copy in the participant's file.

## 3: Financial Assistance for Housing

### ***Eligible Financial Assistance Expenses***

The ESG program has the ability to provide temporary financial assistance to participants on a short or medium-term basis. This assistance may include:

**Security Deposits:** The housing agency may provide a maximum of two times the monthly rent for a unit as a security deposit to assist a participant to secure housing. At such time as the participant may leave the unit and the landlord return all or part of the deposit to the participant, the participant may retain any balance to use toward a new housing situation.

**Utility Deposits:** If, in order to begin utility service, the household must provide a deposit to a utility company, the program may assist with this deposit.

**Rental Assistance payments:** If the participant cannot currently afford to rent a unit in the community but is reasonably anticipated to have sufficient income, either through employment or benefits, within approximately six months the program may provide a rental subsidy for the participant. Such subsidies will be as low as possible:

- If the participant has an income he/she is expected to contribute at least 50% of his/her income toward the rent, unless the participant is expect to receive a permanent housing subsidy within approximately six months, in which case the participant may pay only 30% of their income. Documentation of the expectation of a permanent subsidy should be included in the file.
- If the participant has no income, the program may subsidize the entire rent for the first three months.

Rental assistance may be conditioned on the participant fulfilling his or her agreements as part of the Housing Stability Plan and is never offered for more than three months at a time. To continue rental assistance after three months, the program must recertify the participant. See Section [6: Three Month Reassessment of Eligibility](#)

**Past due rent arrears:** ~~If in order for a household to retain their housing they must pay past due rent the program will cover up to three months of rent arrears not to exceed \$3,000~~ **Not eligible under the City of Berkeley PHP.**

**Past due utility arrears:** In rare cases, the ESG program will provide funding for past due utilities. The program will only provide such funding for prevention clients if failure to do so will result in the loss of utilities and under the terms of the participants lease this would be grounds for eviction. The program will only provide utility arrears assistance to rapid rehousing clients if utility arrears mean that then household will be unable to establish utility service in their new housing.

In addition, ESG funds may be used to cover the costs of rental applications provided this is a fee that is charge by the owner to all applicants.

### ***Determining the Amount of Financial Assistance***

The amount of financial assistance is determined by the amount needed to secure the housing and by the amount of contribution the household is able to make toward the housing costs.

For one-time costs, such as security deposits, and rent and utility arrears, the program will pay the entire amount if the household will have less than 50% of income available after paying rent, the household's budget does not contain any disposable income, and the household assets are less than \$500.00. If the household has assets greater than \$500, and/or the household budget indicates income is available to make a portion of the payment, the household should be required to provide a portion of the deposit and/or arrears. The household's payment may be made through a payment plan with the landlord or utility company if that is possible.

For rental assistance payments, households with any income are expected to contribute either 50% of their income, or 50% of the rent, whichever is lower. An exception to this rule may be made for persons with disabilities who are anticipated to receive a permanent subsidy within six months of their ESG program enrollment.

With agency supervisor approval, households may be permitted to contribute less toward the rent for a brief period to cover other extraordinary costs. The program may pay the entire rent on behalf of households that have no income.



The [ESG Financial Assistance Calculation Form](#) can be found in the appendix. The program should complete the form with the participant and the participant should sign it. This calculation needs to be prepared every three months for households receiving medium-term rental assistance.

☒ All financial assistance provided must be recorded in HMIS.

#### **4: Supportive Services and Connection to Mainstream Resources**

Whether covered by ESG funds or other sources, ESG programs are expected to assist clients with housing stability case management and with housing search and placement services as needed.

Housing stability case management includes:

- conducting the official evaluation of eligibility and need, including verifying and documenting eligibility
- counseling
- developing, securing, and coordinating services and assistance in obtaining Federal, state and local benefits
- monitoring and evaluating participant progress;
- providing information and referral to other providers;
- developing an individualized housing plan to permanent housing stability; and
- conducting reevaluations.

These services *may not exceed* 30 days during the period the program participant is seeking permanent housing, and may be provided for up to a total of 24 months within a 36 month period.

While providing prevention or rapid rehousing financial assistance, the program must ensure that the participant meets with a case manager not less than once per month to assist the participant in ensuring long-term housing stability. Case management should be provided more frequently if needed.

Housing search assistance are those services intended to assist program participants in locating, obtaining, and retaining suitable permanent housing, and are expected to be offered to all participants receiving rapid rehousing assistance or prevention assistance that includes moving to another unit. These include:

- assessment of housing barriers, needs, and preferences;
- development of a plan for locating housing;
- housing search;
- outreach and negotiations with landlords; and
- assistance with submitting rental applications and understanding leases.

### ***Links to Mainstream Services***

As part of the stability case management, each participant is expected to be assisted, as needed to obtain other services and mainstream benefits including:

- appropriate supportive services including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, and
- other federal, state, local, and private assistance available to assist the program participant in obtaining housing stability, including
  - Medi-Cal or other medical insurance
  - TANF
  - Food stamps/Supplemental nutrition assistance (SNAPS)
  - WIC
  - Unemployment insurance
  - SSI/SSDI
  - Child and adult care food program
  - Other mainstream benefit programs from which the participant household could benefit.

While no specific form is provided for this documentation, all case management meetings must be documented in the participant file, and/or in the HMIS case management module. Documentation should include evidence of assistance provided to obtain mainstream resources and the results of that assistance. Subrecipients are encouraged to check with the recipient for approval of documentation.

## ***Legal Services***

ESG funds may be used for legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides. More detail on eligible legal services activities can be found at (§576.102 (a)(1)(vi)) and (§576.105(b)(4)).

While legal services providers that do not provide financial assistance are not required to complete the financial assistance calculation form, they must ensure that all households assisted meet program eligibility ([Section 1](#) above) including completing the application for assistance to document participant eligibility, and must ensure that the units assisted meet the habitability standards in [Section 5](#) below.

### **5: Housing Unit Requirements**

In addition to the household being eligible, the unit to be assisted must also meet eligibility requirements. These include that the rent is both reasonable and at or below the Fair Market Rent market rent, and that the unit meets habitability standards.

**A. Rent Reasonableness and Compliance with Fair Market Rent**

ESG programs must perform both a rent reasonableness determination and document that the rent falls at or below the Fair Market Rent on every unit assisted, whether for prevention or rehousing.

“Rent reasonableness” means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.

To make this determination, the recipient or subrecipients should consider

- (a) the location, quality, size, type, and age of the unit; and
- (b) any amenities, housing services, maintenance and utilities to be provided by the owner.

Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). NOTE that not every element in the suggested list of nine things to check for must be known to establish a comparable unit. See more guidance at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_11753.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11753.pdf)

The Fair Market Rent (FMR) is a benchmark established by HUD for regions. For ESG, the FMR is the maximum rent permitted even if other similar units rent for more.

| Final FY 2013 FMRs By Unit Bedrooms<br>Oakland-Fremont, CA HUD Metro FMR Area ( <b>Alameda and Contra Costa Counties</b> ) |                   |           |           |           |           |
|----------------------------------------------------------------------------------------------------------------------------|-------------------|-----------|-----------|-----------|-----------|
| SRO                                                                                                                        | Studio/Efficiency | 1-bedroom | 2-bedroom | 3-bedroom | 4-bedroom |
| \$776                                                                                                                      | \$1,035           | \$1,255   | \$1,578   | \$2,204   | \$2,704   |

Source: <http://www.huduser.org/portal/datasets/fmr.html>

The above chart displays the Fair Market Rents applicable during FY2013. Fair Market Rents are updated and published by HUD every year. Programs must ensure that they are using the FMR’s in effect at the time of their determination.



A copy of a [Rent Reasonableness and FMR Certification](#) form can be found in the forms appendix. Subrecipients may use an alternative rent reasonableness determination form meets the requirements of the ESG regulations §576.106 and has been approved by the ESG recipient.

## **B. Housing Inspection**

In order to ensure that ESG funds are used in housing that meets minimum habitability standards, an inspection must be performed on every unit assisted, whether for prevention or rehousing. This inspection includes compliance with the Lead Paint Poisoning Prevention Act.



A copy of a suggested [Habitability Standards Inspection](#) Form can be found in the forms appendix. Subrecipients may use an alternative inspection form as long as it covers all of topic areas required under ESG regulations §576.403 and has been approved by the ESG recipient.

## **C. Rental Assistance Agreement**

Relationships with landlords are a central component of the program. The housing specialist assists both the participant and the landlord to make the housing successful.

Once a unit has been identified and inspected, the housing agency must ensure that:

- a) The tenant receives a written lease or rental agreement from the landlord which clearly outlines the terms of tenancy and conforms with applicable California and local law; and
- b) The landlord is apprised of the nature of the program, the anticipated support to the participant, the obligations of the landlord, and the manner in which the landlord may contact the program if there are concerns.

At a minimum, the housing agency will provide the landlord with a copy of the Rental Assistance Agreement Letter describing the program and outlining the basic support the participant is anticipated to receive. The landlord must sign the letter and return it to the agency. Some agencies may prefer to use a contract or housing assistance payments (HAP) agreement that outlines in greater detail the rights and obligations of the parties. Use of such an agreement is fine if it covers all requirements in the ESG regulations §576.106 and has been approved in advance by the ESG recipient.

In order to determine that the landlord named on the lease is the legitimate owner of the property, the housing agency will use a database service, such as Realquest, or another manner to verify and document the ownership. In addition, the housing agency shall collect a W-9 from the landlord or property management agency and follow all IRS reporting requirements.



A copy of the [Rental Assistance Agreement Letter](#) is included in the appendix. A copy of this letter or an acceptable substitute agreement should be kept in the participants file, along with a copy of the tenant's lease and ~~printout from the database used to verify the ownership of the unit~~ and a copy of the W-9. The original W-9 must be given to the housing agency's finance division **the City of Berkeley. The City of Berkeley will verify property ownership.**



## 6: Three Month Reassessment of Eligibility

Any participant who receives more than three months of assistance from the program needs to be formally reassessed. This is distinguished from the more frequent check-ins and meetings with the client, which should occur frequently and as needed, and are recorded in case notes.

During the reassessment process, the program is, at a minimum, confirming:

- The participant has not received more than 24 months of assistance, including any arrears coverage.
- The participant's income level is such that there is still a need to provide financial assistance in order to maintain housing stability.
  - Income is not greater than 30% of the Area Median Income (AMI)
  - Rent is more than 50% of participant income (unless the participant is awaiting a permanent subsidy and is currently paying 30% of income.)
- The participant is making documented progress on their housing plan and taking the steps needed towards housing stability without program financial assistance.
- The participant lacks the financial resources or support networks to secure their housing without continued assistance.

The three month reassessment is also used to update the participant's HMIS record with current information about housing and income.

Once the three month reassessment of eligibility is completed, the household should be notified whether they will continue to receive assistance or not, including signing the reassessment form. If continuing to receive assistance, new documents, including an updated housing stability plan, budget and financial assistance calculation should be prepared and discussed with the client.



A copy of the [Three Month Reassessment of Eligibility](#) is included in the appendix. The Reassessment requires updated documentation of income, which should be attached to the form and included in the file.

☒ Key pieces of information from the Three Month Reassessment Form, including any change in income or address is to be entered into HMIS. (In the future, the Three Month Reassessment may be an HMIS provided form.)

## 7: Termination of Housing Assistance or Program Participation

Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

If a program participant is found to be violating the participation agreement, reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services. Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor within the agency. This request must be made in writing and must be reviewed within 14 calendar days. A written notice of the final decision will be issued to the participant.

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of the agency supervisor.



A sample [Notification of Termination of ESG Assistance](#) is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402 and has been approved by the ESG recipient, **the City of Berkeley**.

### **Grievances and Appeals**

**Agencies** ESG subrecipients must notify participants of the agency's grievance policy at the time of program enrollment, including providing them with a written copy of the policy and keeping a copy of a signed version of the policy or other notification in the participant file. Housing agencies will follow their agency grievance and appeals process, through to the level of the highest ranking staff member of the agency or as may be otherwise specified in the agency's approved policy and procedures.

If there is a grievance specific to the ESG which has not been resolved through the agency grievance process, ESG program participants may appeal to the local recipient, **the City of Berkeley**. Recipients will follow their appeal process.

### **8: Program Exit**

Upon completion of the program, or upon termination prior to completion, all members of the household should be exited from the program in HMIS. At this time all information including household income, final address and housing status are recorded and updated.

☐ The Exit Form is an HMIS-provided form. A printed copy of the form(s) should be kept in the participant file and all data entered into HMIS.

# City of Berkeley ESG Rapid Rehousing and Prevention



## Appendix of Forms and Documents

(click [here](#) to return to the main section of manual)

City of Berkeley  
ESG Client File Document Check List

(click [here](#) to return to relevant section of manual)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

I. **Eligibility Documentation** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Application for Assistance and Eligibility Screening Form
- \_\_\_\_\_ Homeless Status/At-Risk Housing Status and Back up Documentation
- \_\_\_\_\_ Income Eligibility Determination and Back up Documentation
- \_\_\_\_\_ Asset Verification Documentation
- \_\_\_\_\_ Intake on Head of Household (HMIS SIF form)
- \_\_\_\_\_ Intake(s) on other household members **(if applicable)** (HMIS SIF form)
  - Intake on other adult \_\_\_\_\_ Intake on other adult \_\_\_\_\_
  - Intake on child: \_\_\_\_\_ Intake on child: \_\_\_\_\_
- \_\_\_\_\_ Other: \_\_\_\_\_
- \_\_\_\_\_ Current ROI \_\_\_\_\_ Date: \_\_\_\_\_

II. **Documentation on the Housing Unit and/or Utilities** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Documentation of rent or utility arrears **(if applicable)**
- \_\_\_\_\_ Rent Reasonableness and Payment Standard determination for rental unit
- \_\_\_\_\_ Habitability Inspection (includes Lead Assessment)
- \_\_\_\_\_ Lease between Participant and Landlord
- \_\_\_\_\_ Rental Assistance Agreement with Landlord
- \_\_\_\_\_ W-9 Form
- \_\_\_\_\_ Other: \_\_\_\_\_
- \_\_\_\_\_ RealQuest or other owner verification documentation

III. **Documentation of Assistance/Ongoing Services** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Household Budget
- \_\_\_\_\_ Housing Stability Plan
- \_\_\_\_\_ Financial Assistance Calculation Form
- \_\_\_\_\_ Links to Mainstream Resources
- \_\_\_\_\_ Case Management Notes
- \_\_\_\_\_ Three Month Reassessment(s) **(if applicable, insert dates)**
  - 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_
- \_\_\_\_\_ Exit Form (HMIS form)
- \_\_\_\_\_ Termination of Housing Assistance Form **(if applicable)**
- \_\_\_\_\_ Other: \_\_\_\_\_

**City of Berkeley**  
**ESG Application for Assistance and Eligibility Determination Form**

(click [here](#) to return to relevant section of the manual)

Complete this form and have the head of household sign it. This form will determine eligibility and act as an application by the household for assistance.

Assessment Date: \_\_\_ / \_\_\_ / \_\_\_\_\_

Staff: \_\_\_\_\_ Agency: \_\_\_\_\_

**A. General Information**

1. Head of Household:

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_ Suffix: \_\_\_\_\_

**Complete ROI for Head of Household or check here \_\_\_\_\_ if current ROI on file**

2. Other Members of Household

| First Name | Last Name | Age | Relationship to Head of Household |
|------------|-----------|-----|-----------------------------------|
|            |           |     |                                   |
|            |           |     |                                   |
|            |           |     |                                   |
|            |           |     |                                   |

Total number of persons in household: \_\_\_\_\_

***If applicant is determined to be eligible for assistance, you must complete an HMIS Standard Intake Form (SIF) for every household member.***

3. Why are you seeking assistance? Please choose an option, then describe below.

|                                                                                                |                                                                                                              |                                                                                                      |                                                                                                                                                               |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> I am living on the streets, or a place not meant for human habitation | <input type="checkbox"/> I am in a shelter or TH housing program and have been referred for rapid re-housing | <input type="checkbox"/> I am applying for shelter because I must leave where I am currently staying | <input type="checkbox"/> <del>I want to keep the housing I have and am at imminent risk of losing it</del> <b>Not eligible under the City of Berkeley PHP</b> |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Explanation:**

---

I understand that I am applying for assistance from the federally-funded Emergency Solutions Grant Program. I understand that I am required to certify that all information in this application is true and to provide all required documents to determine eligibility and to enter into a housing stability plan if I am eligible for assistance. I also understand that financial assistance is not guaranteed, is time-limited, and may be terminated or adjusted at any time. I declare that all information I have provided in this application is true to the best of my knowledge.

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**B . Rapid Rehousing Assessment** (Cross through and skip this section if applicant household is applying for prevention assistance)

**Homeless Status Documentation:** To receive rapid rehousing assistance, clients must be homeless by the HUD Homeless Definition and eligible for assistance under certain categories. Use this portion of the form if the applicant client household is Literally Homeless (Category 1), or is fleeing/attempting to flee domestic violence (*Category 4*) **and** also meets the category of Literally Homeless. Otherwise, complete Section B. of this form for Homeless Prevention.

**1. Is household among the eligible target population for this program?**

- Living/staying in a shelter.
- Living on the streets, a car, an encampment or a place not meant for human habitation.
- Living/staying in transitional housing.
- Exiting an institution where s(he) resided for 90 days or less and previously resided in a shelter or the streets of place not mean for human habitation.
- Fleeing or attempting to flee domestic violence **and also meets one of the above conditions.**

| Documentation                                                |                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Literally Homeless – on the streets or in a shelter          | (in order of preference for documentation)<br><input type="checkbox"/> Written observation by an outreach worker (attached), or<br><input type="checkbox"/> Written referral by another housing or service provider (attached)<br>HMIS intake for shelter/TH, or<br><input type="checkbox"/> Self- certification that s(he) was living on the streets or in a shelter (attached) |
| Exiting an institution and entered from literal homelessness | One of the forms of evidence above <u>and</u><br><input type="checkbox"/> Discharge paperwork or written/ or documented oral referral (attached), or<br><input type="checkbox"/> Written report of intake workers due diligence to obtain above evidence <u>and</u> certification by the individual that they exited institution (attached)                                      |

**Be sure to attach the supporting documentation to the application in file.**

**2. This household is a candidate for ESG rapid rehousing because:**

- They are homeless but have adequate income to afford a place if assisted to obtain one with short-term assistance (deposit and up to one to three month's rent subsidy).
- They are homeless and don't currently have adequate income for housing but have potential to increase income to be self sustainable within approximately 6 months and are willing to commit to a housing stability plan.
- They are currently homeless but with assistance can move into a stable situation with friends or family or another situation that doesn't require an increase in income **and will be included on a lease.**
- They are currently homeless and are expected to receive a housing subsidy within six months from another source but need financial assistance to gain housing and/or support services

Subsidy anticipated:

- OPRI  VASH  Shelter Plus Care  Other: \_\_\_\_\_

Benefit anticipated: SSI Date expected: \_\_\_\_\_ Verified by 3<sup>rd</sup> Party: \_\_\_\_\_

**Note:** ESG funds may not be used to cover any cost covered by another subsidy source. For rapid rehousing candidates with a subsidy, ESG may only be used to pay security deposit and utility deposits if needed to secure housing.

Current Subsidy \_\_\_\_\_ pays for:  
\_\_\_\_\_

No other subsidy currently

**Proceed to Part D: Income Verification Section**

**C. Homelessness Prevention** (Cross through and skip this section if applicant household is applying for Rapid Rehousing)

To receive Prevention assistance, clients may either be homeless under certain categories of the HUD Homeless Definition or At risk of Homelessness under any category of that definition. Use this portion of the form if the applicant client household is at Imminent Risk of Homelessness (Category 2), fleeing/attempting to flee domestic violence **but** does not meet the category of Literally Homeless (Category 4) or is At Risk of Homelessness. Households who do not qualify for rapid rehousing or prevention assistance under these definitions are not eligible for ESG assistance under this program.

**1. This household is a candidate for prevention assistance because:**

- They are currently seeking shelter, and have been staying with family or friends who will no longer let them remain there. (Must be required to leave within 14 days.)
- They are staying in a hotel or motel using their own resources, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They are fleeing or attempting to flee domestic violence, have no other residence and lack the resource and support networks to obtain other permanent housing.
- ~~They have a place to live with their name on the lease from which they are being evicted (must be required to leave within 14 days.)~~ **Not eligible under the City of Berkeley PHP.**
- They are about to be discharged from foster care, or have recently been discharged from foster care, and the residence where they are currently living will be lost within 14 days

| Documentation                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Imminent Risk of Homelessness                 | <input type="checkbox"/> A court order resulting from an eviction action notifying the individual or family that they must leave (attached), or<br><input type="checkbox"/> Leaving a hotel or motel – evidence that household has been staying in hotel/ motel (attached), and this application documents lack of resources<br><input type="checkbox"/> A documented and verified oral statement that residence will be lost within 14 days of the date of this application (attached), and this application documents lack of resources.                            |
| Leaving an institution, including foster care | One of the forms of evidence above <u>and</u><br><input type="checkbox"/> Discharge paperwork or written/oral referral (attached), or<br><input type="checkbox"/> Written report of intake workers due diligence to obtain above evidence <u>and</u> certification by the individual that they exited an institution or foster care (attached)                                                                                                                                                                                                                        |
| Fleeing domestic violence                     | For victim services providers:<br><input type="checkbox"/> An oral statement, by the individual or head of household self-certified or certified by the intake worker, which states they are fleeing and have no subsequent resident or resources.<br>For non-victim services providers:<br><input type="checkbox"/> An oral statement, by the individual or head of household self which states they are fleeing and have no subsequent resident or resources. Where the safety of the individual or family is not jeopardized, the oral statement must be verified. |



**2. Housing Assessment (Prevention Only) Households with a lease in their name are not eligible for the City of Berkeley PHP assistance. Please go to section II of this page.**

I. If household intends to keep current housing, what is the monthly rent? \_\_\_\_\_



**If the household intends to remain in their current unit, does the rent amount exceed the FMR payment standard (based on the chart below)?**

- No: Proceed to next page.
- Yes: Client is not eligible to be subsidized in their current unit. Ask the client if they are interested in relocating to less expensive housing and if so, proceed with assessment. Otherwise, stop here; client is not eligible. Proceed to end of form

| Final FY 2013 FMRs By Unit Bedrooms<br>Oakland-Fremont, CA HUD Metro FMR Area |                   |           |           |           |           |
|-------------------------------------------------------------------------------|-------------------|-----------|-----------|-----------|-----------|
| SRO                                                                           | Studio/Efficiency | 1-bedroom | 2-bedroom | 3-bedroom | 4-bedroom |
| \$776                                                                         | \$1,035           | \$1,255   | \$1,578   | \$2,204   | \$2,704   |

Source: <http://www.huduser.org/portal/datasets/fmr.html> 2/5/12

Is your name on a rental agreement?

- No
- Yes

If you owe back rent, how much do you owe? \_\_\_\_\_ **Not eligible under the City of Berkeley PHP.**

How many month's rent is that?

- One
- Two
- Three
- Four
- Five
- Six or more
- Don't Know

Is your landlord willing to accept rent from you?

- No
- Yes
- Don't Know
- Does Not Apply

If you are at risk of eviction, where are you in the eviction process?

- Have not been served formal notice
- Served a 3-day notice to pay rent or quit
- Served an Unlawful Detainer summons
- Eviction judgment has been issued
- Does not apply

II. If your name is not on a rental agreement, are you living with someone who has a rental agreement and who has notified you in writing that you must leave?

- No
- Yes

Do you currently receive any type of housing or utility subsidy or assistance from any other source?

- No
- Yes

Subsidy pays for: \_\_\_\_\_

**Note:** ESG funds cannot be used to cover any cost covered by another subsidy source. For prevention candidates with a housing subsidy, ESG may only be used to pay the tenant portion of overdue back rent.

**Be sure to attach housing status verification form and supporting documentation in file.** Proceed to Part D: Income Verification Section

**D. Income Verification**

What is the combined income of this applicant household? \_\_\_\_\_

Household size: \_\_\_\_\_

| Alameda County, California<br>FY2013 Income Limits |             |             |             |             |             |             |             |             |
|----------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Household Size                                     | 1<br>Person | 2<br>Person | 3<br>Person | 4<br>Person | 5<br>Person | 6<br>Person | 7<br>Person | 8<br>Person |
| Extremely Low Income<br>(30% of AMI)               | \$18,750    | \$21,400    | \$24,100    | \$26,750    | \$28,900    | \$31,050    | \$33,200    | \$35,350    |

Source: <http://www.huduser.org/portal/datasets/il/il2013/2013summary.odn> 12/11/12

At or below 30% AMI for household size

Above 30% AMI for household size and seeking rapid rehousing assistance. **The City of Berkeley authorization of recipient may be is required to proceed.**

Required Authorization: \_\_\_\_\_ (if applicable)

Above 30% AMI for household size and seeking prevention assistance– INELIGIBLE: Proceed to end of form.

**You may use the ESG Income Eligibility Calculation Form or another similar form to determine income. Be sure to include income verification form and supporting documentation for determination in file.**

**E. Resources, Networks and Asset Determination**

In addition to meeting the housing status and income requirements, applicants must demonstrate that they do not have sufficient support or resources to retain or gain housing on their own.

**ii. Asset Assessment**

To determine whether the applicant household has resources that could be used to prevent or end their homelessness, and to determine the amount of financial assistance to be provided, the program must review their assets. This portion of the form applies to all adults in the household listed on page 1.

No Bank accounts

Bank Accounts (attach appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_

Name(s) on Account: \_\_\_\_\_

Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_

Name(s) on Account: \_\_\_\_\_

Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

Investment Accounts (obtain appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_

Name(s) on Account: \_\_\_\_\_

Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Other Assets

# of Vehicles: \_\_\_\_\_  No Vehicles

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_


Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

For cars that are 2007 or newer, note blue book value: \_\_\_\_\_

Property (describe and note value): \_\_\_\_\_

Other (describe): \_\_\_\_\_

**Be sure to attached copies of bank statements or other asset verification**

 If assets exceed **\$2,000** per individual or **\$3,000** per couple, if any vehicle is worth more than **\$10,000**, or if household has more working cars than adult drivers, the household is ineligible.

No  Yes: ineligible. Proceed to end of form

**ii. Personal Resource and Networks**

**Other subsequent housing options**

What steps have you taken to identify other appropriate housing options that you can afford *without any assistance from this program*?

Summary of assessment: \_\_\_\_\_

\_\_\_\_\_

Does the household have any other appropriate housing options?  Yes  No

**2) Financial Resources**

Do you have any other resources that you could use to help your household gain housing or remain in your housing? (See asset assessment; discuss use of participants personal resources to resolve situation.)

Summary of assessment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does the household have other financial resources sufficient to obtain other appropriate subsequent housing or remain in their existing housing?  Yes  No

**3) Support Networks**

Do you have any other support networks that could help you gain housing or remain in your housing? (This would include family or friends who can lend or give money, a faith-based organization that can assist you, someone with whom you can live, etc.)?

Summary of assessment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the household have support networks needed to obtain other appropriate subsequent housing or remain in their existing housing?  Yes  No

**F. Approach to housing stability**

How did your current situation of homelessness or housing instability come about?

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you currently doing anything to increase your household income or decrease your costs?

No Yes Does Not Apply

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are to be assisted, are you willing to participate in services to increase your income or decrease your costs?

No Yes Does Not Apply

 **If household is not currently working toward increasing income or decreasing costs and is unwilling to do so, the household *may be* determined as ineligible.** (Note that households with a fixed income may not need to increase income to remain stable.)

Please add any other information pertinent to eligibility determination:

|  |
|--|
|  |
|  |
|  |

**FOR STAFF USE ONLY:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

**Eligibility Determination**

**A. Household is not eligible to receive ESG assistance due to:**

- Not among target population for local program
- Ineligible Housing Status
- Over Income
- Households Assets exceed asset limit
- Household is already receiving a subsidy for the same cost for which the household is seeking assistance
- Adults in household unwilling to engage in activities or participate in services designed to support housing stability plan
- Household as already received 24 months of ESG assistance in last 36 months

**If client is not eligible, inform client of determination and refer client to other programs that may be able to assist the household. Programs referred to:**

1. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
2. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
3. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
4. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_

**B. Household is eligible to receive ESG assistance.**

- Eligibility for rapid rehousing verified;** household will be enrolled and housing search assistance will begin.
- Eligibility for prevention assistance verified;** new housing has been identified or current housing is to be retained and program will proceed to check on unit eligibility and to offer financial assistance and housing stability support.

**Staff signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Proceed to ~~enroll~~ collect the below documents from the Household:

- Complete ROI and HMIS Intake
- Enter data into HMIS
- Sign the Participation Agreement
- Complete the Household Budget
- Develop Housing Stability Plan
- Complete Request for Tenancy Approval
- Complete Financial Assistance Calculation Form

### City of Berkeley ESG Program Participation Agreement

(click [here](#) to return to relevant section of the manual)

The **ESG Program** provides support services and limited financial resources to help households gain housing or remain housed. I understand that this program may provide me with some or all of the following services:

- Assistance finding and obtaining housing
- Assistance developing a housing plan
- Assistance to stay in housing I currently occupy, including legal assistance and/or negotiations with family members, friends or landlords;
- One-time or short-term financial assistance to support gaining or retaining housing which may include rental deposits, rental or utility arrears, or short to medium term rental assistance payments designed to secure or retain housing;
- Referrals and support to apply for benefits for which I or a member of my household may be eligible.
- Other services related to securing housing, such as, but not limited to, assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.

I agree to do the following:

- Provide accurate and honest information to my housing specialist and other program staff.
- Work with a housing specialist to develop a housing plan.
- Take all necessary steps to achieve the goals outlined in the plan.
- Meet with my housing specialist at intervals established in my housing plan, and not less than monthly during my participation in the program.
- Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
- Provide current proof of income when requested.
- Pay my portion of rent on time every month and *immediately* advise the housing specialist if I have any trouble in doing so.
- Provide any documentation required by the housing specialist as it pertains to progress on my housing plan, my rent status or income (i.e. attendance record for job training program, proof of application for benefits, etc.)
- Be contacted for follow-up phone calls about my participation in ESG for up to 24 months after I complete the program.

***I understand that neither \_\_\_\_\_ (agency name) nor any party to the ESG Program is responsible for my rent or lease. I understand that assistance will only be provided if I am in compliance with the program requirements including the terms of my Housing Stability Plan.***

Client Name: \_\_\_\_\_ Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Specialist: \_\_\_\_\_ Agency Name : \_\_\_\_\_ Date: \_\_\_\_\_

### City of Berkeley Sample Budgeting Worksheet

(click [here](#) to return to relevant section of the manual)

| Participant Name:                  |                              | Date:                                             |
|------------------------------------|------------------------------|---------------------------------------------------|
|                                    | Actual (with current income) | Proposed (with anticipated income and/or subsidy) |
| Housing Expenses                   |                              |                                                   |
| Rent                               |                              |                                                   |
| PG&E                               |                              |                                                   |
| Water                              |                              |                                                   |
| Other:                             |                              |                                                   |
| Car Expenses                       |                              |                                                   |
| Loan payment                       |                              |                                                   |
| Insurance                          |                              |                                                   |
| Gas                                |                              |                                                   |
| Maintenance & repairs              |                              |                                                   |
| Debt                               |                              |                                                   |
| Creditor 1                         |                              |                                                   |
| Creditor 2                         |                              |                                                   |
| Miscellaneous                      |                              |                                                   |
| Groceries, Lunches, meals          |                              |                                                   |
| Childcare                          |                              |                                                   |
| School supplies                    |                              |                                                   |
| Prescriptions                      |                              |                                                   |
| Cable TV                           |                              |                                                   |
| Internet Connection                |                              |                                                   |
| Telephone                          |                              |                                                   |
| Clothing                           |                              |                                                   |
| Hair supplies/Toiletries           |                              |                                                   |
| Other:                             |                              |                                                   |
| Other:                             |                              |                                                   |
| <b>Expense Total</b>               |                              |                                                   |
|                                    |                              |                                                   |
| <b>Income</b>                      |                              |                                                   |
| Earnings                           |                              |                                                   |
| Social Security related \$         |                              |                                                   |
| Unemployment                       |                              |                                                   |
| Food Stamps                        |                              |                                                   |
| Other:                             |                              |                                                   |
| Other:                             |                              |                                                   |
| <b>Income Total</b>                |                              |                                                   |
| <b>Total Income Minus Expenses</b> |                              |                                                   |

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager/Housing Specialist Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Page 244 of 290**  
**City of Berkeley**  
**ESG Housing Stability Plan**

Client/Head of Household Name: \_\_\_\_\_

Initial Plan Date \_\_\_\_\_

My 30 day housing goal is: \_\_\_\_\_

If different, my 90 day goal is \_\_\_\_\_

If different, my permanent housing goal is \_\_\_\_\_

I have or will have the following resources to help me achieve my goals:

- 1.
- 2.
- 3.

In order to reach these goals, I commit to take the following steps:

| Step | Actions | What I'll do/Help I'll Receive                             | 30 day progress   | 60day progress    | 90 day progress   |
|------|---------|------------------------------------------------------------|-------------------|-------------------|-------------------|
| 1    |         | <input type="checkbox"/> referrals to mainstream resources | CM Sign:<br>Date: | CM Sign:<br>Date: | CM sign:<br>Date: |
| 2    |         | <input type="checkbox"/> referrals to mainstream resources | CM Sign:<br>Date: | CM Sign:<br>Date: | CM sign:<br>Date: |
| 3    |         | <input type="checkbox"/> referrals to mainstream resources | CM Sign:<br>Date: | CM Sign:<br>Date: | CM sign:<br>Date: |

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Housing Specialist: \_\_\_\_\_ Date: \_\_\_\_\_



City of Berkeley
ESG Financial Assistance Calculation Form

(click here to return to relevant section of the manual)

Before preparing this calculation, complete the budget form with the Head of Household. Use this form and information from the application, the budget and the lease and/or arrears documentation to determine the amount of financial assistance that the household will receive. This form must be prepared every three months during the time in which the household receives financial assistance.

Head of Household : \_\_\_\_\_ Service Point ID: \_\_\_\_\_

Assessment date: \_\_\_\_\_ Staff: \_\_\_\_\_

[ ] First financial assistance calculation [ ] Reassessment of financial assistance

A. GENERAL

Enter the information below from the budget and assets form to determine the amount of financial assistance

Combined Household income: \_\_\_\_\_ (from application) Rent: \_\_\_\_\_ (from lease)

Income minus Rent: \_\_\_\_\_ \* Percent of income for rent without subsidy: \_\_\_\_\_

Total Expenses \_\_\_\_\_ (from budget)

\* Difference between income and expenses: \_\_\_\_\_

\* Current Assets: \_\_\_\_\_ (from application)

Use information indicated with \* to determine financial assistance below

B. SECURITY DEPOSIT (skip if not applicable)

New residence requires a Security Deposit of: \_\_\_\_\_ (This may include up to two months rent if required as deposit but should not include first month's rent in this calculation. Assistance with First month's rent should be part of the Rental Assistance in section C. below)

Based on income and assets, household will make:

[ ] No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

[ ] A one-time payment toward the security deposit of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

Program will make a payment on behalf of household of: \_\_\_\_\_

**C. UTILITY DEPOSIT** (cross through and skip if not applicable)

To receive utilities at the new residence, one or more utility companies require a Utility Deposit of:

Utility: \_\_\_\_\_ Required Deposit: \_\_\_\_\_

Utility: \_\_\_\_\_ Required Deposit: \_\_\_\_\_

Utility: \_\_\_\_\_ Required Deposit: \_\_\_\_\_

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of household of:** \_\_\_\_\_

**D. SHORT OR MEDIUM TERM RENTAL ASSISTANCE** (cross through and skip if not applicable)

Client has no income

Program will pay 100% of the rent for up to three months or until a change in income occurs

Household has income and will make payments to the landlord of:

50% of the rent. Amount: \_\_\_\_\_

50% of their income toward the rent: Amount \_\_\_\_\_

Another amount: \_\_\_\_\_ (Requires agency supervisor approval.)  
Authorized Approval: \_\_\_\_\_

Household is awaiting an anticipated permanent subsidy and will pay 30% of their income for rent:  
Subsidy anticipated: \_\_\_\_\_ Date anticipated: \_\_\_\_\_

**Program will make a monthly rental assistance payment of \$ \_\_\_\_\_** (Rent minus client contribution) for up to three months or until a change in income occurs. Projected length of rental assistance: \_\_\_\_\_ months.

**E. UTILITY ARREARS** (skip if not applicable)

This type of support will only be provided if the household will be unable to have utilities in their housing if they do not pay past due arrears.

Household owes \_\_\_\_\_ in past utility arrears (from documentation of utility arrears)

Based on income and assets available, **Household will make:**

No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the arrears of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

A monthly payment toward the arrears of: \_\_\_\_\_ Payment agreement negotiated with landlord.(budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

**Program will make a payment on behalf of household of \_\_\_\_\_**

**F. FINANCIAL ASSISTANCE AGREEMENT**

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: \_\_\_\_\_ (not later than 3 months from first expected payment.)

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Specialist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Attach this agreement to a copy of lease or occupancy agreement and, if past due rent or utilities, a copy of a record from the landlord/lessor or utility company indicating the amount of arrears.)

**City of Berkeley  
Rent Reasonableness and FMR Certification**

(click [here](#) to return to relevant section of the manual)

|                                              | PROPOSED UNIT | COMPARISON UNIT #1 | COMPARISON UNIT #2 | COMPARISON UNIT #3 |
|----------------------------------------------|---------------|--------------------|--------------------|--------------------|
| ADDRESS                                      |               |                    |                    |                    |
| NUMBER OF BEDROOMS                           |               |                    |                    |                    |
| SQUARE FEET                                  |               |                    |                    |                    |
| TYPE OF UNIT/CONSTRUCTION                    |               |                    |                    |                    |
| HOUSING CONDITION                            |               |                    |                    |                    |
| LOCATION/ACCESSIBILITY                       |               |                    |                    |                    |
| AMENITIES<br>UNIT:<br>SITE:<br>NEIGHBORHOOD: |               |                    |                    |                    |
| AGE IN YEARS                                 |               |                    |                    |                    |
| UTILITIES (TYPE)                             |               |                    |                    |                    |
| UNIT RENT<br>UTILITY ALLOWANCE<br>GROSS RENT |               |                    |                    |                    |
| HANDICAP ACCESSIBLE?                         |               |                    |                    |                    |

CERTIFICATION:

A. Compliance with Payment Standard

$$\text{Proposed Contract Rent} + \text{Utility Allowance} = \text{Proposed Gross Rent}$$

Approved rent does not exceed applicable Payment Standard of \$\_\_\_\_\_.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

|       |            |       |
|-------|------------|-------|
| NAME: | SIGNATURE: | DATE: |
|-------|------------|-------|

## City of Berkeley Habitability Standards Inspection Form

(click [here](#) to return to relevant section of the manual)

(based on HUD's HQS and the HPRP Notice; Certified HQS Inspectors may use an HQS form instead)

|                                                                                                                                |                                      |                                         |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------|
| Name of Participant                                                                                                            | Participant Phone Number             | Date of Request (mm/dd/yyyy)            |
| Inspector                                                                                                                      |                                      | Date of Initial Inspection (mm/dd/yyyy) |
| Type of Inspection<br><input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Re-inspection | Date of Last Inspection (mm/dd/yyyy) | Agency                                  |

### A. General Information

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>INSPECTED UNIT</b>                 | <b>Year Constructed (yyyy):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| Full Address                          | <b>Housing Type (check as appropriate)</b><br><input type="checkbox"/> Single Family Detached<br><input type="checkbox"/> Duplex or two family<br><input type="checkbox"/> Row House or Town House<br><input type="checkbox"/> Low Rise; 3,4 stories including garden apt.<br><input type="checkbox"/> High Rise; 5 or more stories<br><input type="checkbox"/> Manufactured Home<br><input type="checkbox"/> Congregate<br><input type="checkbox"/> Cooperative<br><input type="checkbox"/> Independent Group Residence<br><input type="checkbox"/> Single Room Occupancy<br><input type="checkbox"/> Shared Housing<br><input type="checkbox"/> Other: _____ |             |
| Number of Children in Family Under 6: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| OWNER NAME                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | OWNER PHONE |
| ADDRESS OF OWNER/AGENT                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |

**Is Lead Paint inspection required?** (unit was constructed prior to 1978 and children under age 6 or a pregnant woman are in the household.)     Yes     No

### B. Summary Decision on Unit (to be completed after form is filled out)

|                                                                                                         |                    |                          |                        |
|---------------------------------------------------------------------------------------------------------|--------------------|--------------------------|------------------------|
| <input type="checkbox"/> Pass<br><input type="checkbox"/> Fail<br><input type="checkbox"/> Inconclusive | Number of bedrooms | Number of sleeping rooms | Signature of Inspector |
|---------------------------------------------------------------------------------------------------------|--------------------|--------------------------|------------------------|

#### How to use this form

1. Review each room in the house as listing in the form (1. Living Room; 2. Kitchen; 3. Bathroom; 4. Other Rooms Used for Living or Halls (use as many as needed); 5. All Secondary Rooms Not Used for Living; 6. Building Exterior; 7. Heating, Plumbing and Installation; 8. General Health and Safety.  
Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
2. In the space to the right of the item, if the decision is "Fail," write what repairs are necessary.
3. If the item passes inspection, check the "Pass" box.
4. A final summary page to note repairs needed is provided on the final page. If owner/manager is present at inspection, gather signature on final page.
5. For lead paint inspections, if not required, mark "not applicable." Otherwise, note if the unit is a "pass" or "fail."

## INSPECTION CHECKLIST

| Item # | 1. LIVING ROOM<br>Description                                                                                                                                                                | DECISION     |             | Repairs Required                        |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------------------------------------|
|        |                                                                                                                                                                                              | Yes,<br>PASS | No,<br>FAIL |                                         |
| 1.1    | <b>LIVING ROOM PRESENT</b>                                                                                                                                                                   |              |             |                                         |
| 1.2    | <b>ELECTRICITY</b><br>Are there at least two working outlets or one working outlet and one working light fixture?                                                                            |              |             |                                         |
| 1.3    | <b>ELECTRICAL HAZARDS</b><br>Is the room free from electrical hazards?                                                                                                                       |              |             |                                         |
| 1.4    | <b>SECURITY</b><br>Are all windows and doors that are accessible from the outside lockable?                                                                                                  |              |             |                                         |
| 1.5    | <b>WINDOW CONDITION</b><br>Is there at least one window, are all windows free of signs of severe deterioration or missing or broken out panes?                                               |              |             |                                         |
| 1.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from hazardous defects?                                                                                                            |              |             |                                         |
| 1.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from hazardous defects?                                                                                                                |              |             |                                         |
| 1.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous defects?                                                                                                                |              |             |                                         |
| 1.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component? |              |             | <input type="checkbox"/> Not Applicable |
| Item # | 2. KITCHEN<br>Description                                                                                                                                                                    | DECISION     |             | Repairs Required                        |
|        |                                                                                                                                                                                              | Yes,<br>PASS | No,<br>FAIL |                                         |
| 2.1    | <b>KITCHEN AREA PRESENT</b>                                                                                                                                                                  |              |             |                                         |
| 2.2    | <b>ELECTRICITY</b><br>Is there at least one working electric outlet and one working, permanently installed light fixture?                                                                    |              |             |                                         |
| 2.3    | <b>ELECTRICAL HAZARDS</b><br>Is the kitchen free from electrical hazards?                                                                                                                    |              |             |                                         |
| 2.4    | <b>SECURITY</b><br>Are all windows and doors that are accessible from the outside lockable?                                                                                                  |              |             |                                         |
| 2.5    | <b>WINDOW CONDITION</b><br>Are all windows free of signs of deterioration or missing or broken out panes?                                                                                    |              |             |                                         |
| 2.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from hazardous defects?                                                                                                            |              |             |                                         |
| 2.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from hazardous defects?                                                                                                                |              |             |                                         |
| 2.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous defects?                                                                                                                |              |             |                                         |
| 2.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component? |              |             | <input type="checkbox"/> Not Applicable |
| 2.10   | <b>STOVE OR RANGE WITH OVEN</b><br>Is there a working oven and a stove (or range) with top burners that work?                                                                                |              |             |                                         |
| 2.11   | <b>REFRIGERATOR</b><br>Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?                               |              |             |                                         |

|        |                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                 |          |                                         |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------|
| 2.12   | <b>SINK</b><br>Is there a kitchen sink that works with hot and cold running water?                                                                                                                                      |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 2.13   | <b>SPACE FOR STORAGE AND PREPARATION OF FOOD</b><br>Is there space to store and prepare food?                                                                                                                           |                                                                                                                                                                                                                                                                                                 |          |                                         |
| Item # | Description                                                                                                                                                                                                             | DECISION                                                                                                                                                                                                                                                                                        |          | Repairs Required                        |
|        |                                                                                                                                                                                                                         | Yes, PASS                                                                                                                                                                                                                                                                                       | No, FAIL |                                         |
| 3.1    | <b>BATHROOM PRESENT</b>                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.2    | <b>ELECTRICITY</b><br>Is there at least <i>one</i> permanently installed light fixture?                                                                                                                                 |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.3    | <b>ELECTRICAL HAZARDS</b><br>Is the bathroom free from electrical hazards?                                                                                                                                              |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.4    | <b>SECURITY</b><br>Are <i>all</i> windows and doors that are accessible from the outside lockable?                                                                                                                      |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.5    | <b>WINDOW CONDITION</b><br>Are all windows free of signs of deterioration or missing or broken out panes?                                                                                                               |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from hazardous defects?                                                                                                                                       |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from hazardous defects?                                                                                                                                           |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous defects?                                                                                                                                           |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?                            |                                                                                                                                                                                                                                                                                                 |          | <input type="checkbox"/> Not Applicable |
| 3.10   | <b>FLUSH TOILET IN ENCLOSED ROOM IN UNIT</b> Is there a working toilet in the unit for exclusive private use of the tenant?                                                                                             |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.11   | <b>FIXED WASH BASIN OR LAVATORY IN UNIT</b> Is there a working, permanently installed wash basin with hot and cold running water in the unit?                                                                           |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.12   | <b>TUB OR SHOWER IN UNIT</b><br>Is there a working tub or shower with hot and cold running water in the unit?                                                                                                           |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 3.13   | <b>VENTILATION</b><br>Are there operable windows or a working vent system?                                                                                                                                              |                                                                                                                                                                                                                                                                                                 |          |                                         |
| Item # | Description                                                                                                                                                                                                             | DECISION                                                                                                                                                                                                                                                                                        |          | Repairs Required                        |
|        |                                                                                                                                                                                                                         | Yes, PASS                                                                                                                                                                                                                                                                                       | No, FAIL |                                         |
| 4.1    | <b>ROOM CODE and ROOM LOCATION:</b><br><br>right/left _____<br>front/rear _____<br>floor level _____                                                                                                                    | <b>ROOM CODES</b><br>1 = Bedroom or any other room used for sleeping (regardless of type of room)<br>2 = Dining Room, or Dining Area<br>3 = Second Living Room, Family Room, Den, Playroom, TV Room<br>4 = Entrance Halls, Corridors, Halls, Staircases<br>5 = Additional Bathroom<br>6 = Other |          |                                         |
| 4.2    | <b>ELECTRICITY</b><br>If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination? |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.3    | <b>ELECTRICAL HAZARDS</b><br>Is the room free from electrical hazards?                                                                                                                                                  |                                                                                                                                                                                                                                                                                                 |          |                                         |

|        |                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                 |          |                                         |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------|
| 4.4    | <b>SECURITY</b><br>Are all windows and doors that are accessible from the outside lockable?                                                                                                    |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.5    | <b>WINDOW CONDITION</b><br>If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes? |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.6    | <b>CEILING CONDITION</b><br>Is the ceiling sound and free from hazardous defects?                                                                                                              |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.7    | <b>WALL CONDITION</b><br>Are the walls sound and free from hazardous defects?                                                                                                                  |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.8    | <b>FLOOR CONDITION</b><br>Is the floor sound and free from hazardous defects?                                                                                                                  |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.9    | <b>LEAD PAINT</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?   |                                                                                                                                                                                                                                                                                                 |          | <input type="checkbox"/> Not Applicable |
| 4.10   | <b>SMOKE DETECTORS</b><br>Are smoke detectors in each room used for sleeping? Are they working?                                                                                                |                                                                                                                                                                                                                                                                                                 |          |                                         |
|        | <b>4. OTHER ROOMS USED FOR LIVING OR HALLS</b>                                                                                                                                                 | <b>DECISION</b>                                                                                                                                                                                                                                                                                 |          | <b>Repairs Required</b>                 |
| Item # | Description                                                                                                                                                                                    | Yes, PASS                                                                                                                                                                                                                                                                                       | No, FAIL |                                         |
| 4.1    | <b>ROOM CODE and ROOM LOCATION:</b><br><br>right/left _____<br>front/rear _____<br>floor level _____                                                                                           | <b>ROOM CODES</b><br>1 = Bedroom or any other room used for sleeping (regardless of type of room)<br>2 = Dining Room, or Dining Area<br>3 = Second Living Room, Family Room, Den, Playroom, TV Room<br>4 = Entrance Halls, Corridors, Halls, Staircases<br>5 = Additional Bathroom<br>6 = Other |          |                                         |
| 4.2    | <b>ELECTRICITY</b>                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.3    | <b>ELECTRICAL HAZARDS</b>                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.4    | <b>SECURITY</b>                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.5    | <b>WINDOW CONDITION</b>                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.6    | <b>CEILING CONDITION</b>                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.7    | <b>WALL CONDITION</b>                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.8    | <b>FLOOR CONDITION</b>                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.9    | <b>LEAD PAINT</b>                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                 |          | <input type="checkbox"/> Not Applicable |
| 4.10   | <b>SMOKE DETECTORS</b>                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                 |          |                                         |
|        | <b>4. OTHER ROOMS USED FOR LIVING OR HALLS</b>                                                                                                                                                 | <b>DECISION</b>                                                                                                                                                                                                                                                                                 |          | <b>Repairs Required</b>                 |
| Item # | Description                                                                                                                                                                                    | Yes, PASS                                                                                                                                                                                                                                                                                       | No, FAIL |                                         |
| 4.1    | <b>ROOM CODE and ROOM LOCATION:</b><br><br>right/left _____<br>front/rear _____<br>floor level _____                                                                                           | <b>ROOM CODES</b><br>1 = Bedroom or any other room used for sleeping (regardless of type of room)<br>2 = Dining Room, or Dining Area<br>3 = Second Living Room, Family Room, Den, Playroom, TV Room<br>4 = Entrance Halls, Corridors, Halls, Staircases<br>5 = Additional Bathroom<br>6 = Other |          |                                         |
| 4.2    | <b>ELECTRICITY</b>                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.3    | <b>ELECTRICAL HAZARDS</b>                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.4    | <b>SECURITY</b>                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.5    | <b>WINDOW CONDITION</b>                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                 |          |                                         |
| 4.6    | <b>CEILING CONDITION</b>                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                 |          |                                         |



|                                                   |                                                                                                                                                                                                                                                                                                     |                  |                 |                                         |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|-----------------------------------------|
| 4.7                                               | <b>WALL CONDITION</b>                                                                                                                                                                                                                                                                               |                  |                 |                                         |
| 4.8                                               | <b>FLOOR CONDITION</b>                                                                                                                                                                                                                                                                              |                  |                 |                                         |
| 4.9                                               | <b>LEAD PAINT</b>                                                                                                                                                                                                                                                                                   |                  |                 | <input type="checkbox"/> Not Applicable |
| 4.10                                              | <b>SMOKE DETECTORS</b>                                                                                                                                                                                                                                                                              |                  |                 |                                         |
| <b>5. ALL SECONDARY ROOMS NOT USED FOR LIVING</b> |                                                                                                                                                                                                                                                                                                     | <b>DECISION</b>  |                 | <b>Repairs Required</b>                 |
| <b>Item #</b>                                     | <b>Description</b>                                                                                                                                                                                                                                                                                  | <b>Yes, PASS</b> | <b>No, FAIL</b> |                                         |
| 5.1                                               | <b>NONE. GO TO PART 6</b>                                                                                                                                                                                                                                                                           |                  |                 |                                         |
| 5.2                                               | <b>SECURITY</b><br>Are all windows and doors that are accessible from the outside lockable in each room?                                                                                                                                                                                            |                  |                 |                                         |
| 5.3                                               | <b>ELECTRICAL HAZARDS</b><br>Are all these rooms free from electrical hazards?                                                                                                                                                                                                                      |                  |                 |                                         |
| 5.4                                               | <b>OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS</b><br>Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature" explain hazard and means of control of interior access to room.                           |                  |                 |                                         |
| <b>6. BUILDING EXTERIOR</b>                       |                                                                                                                                                                                                                                                                                                     | <b>DECISION</b>  |                 | <b>Repairs Required</b>                 |
| <b>Item #</b>                                     | <b>Description</b>                                                                                                                                                                                                                                                                                  | <b>Yes, PASS</b> | <b>No, FAIL</b> |                                         |
| 6.1                                               | <b>CONDITION OF FOUNDATION</b><br>Is the foundation sound and free from hazards?                                                                                                                                                                                                                    |                  |                 |                                         |
| 6.2                                               | <b>CONDITION OF STAIRS, RAILS, AND PORCHES</b><br>Are all the exterior stairs, rails and porches sound and free from hazards?                                                                                                                                                                       |                  |                 |                                         |
| 6.3                                               | <b>CONDITION OF ROOF AND GUTTERS</b><br>Are the roof, gutters and downspouts sound and free from hazards?                                                                                                                                                                                           |                  |                 |                                         |
| 6.4                                               | <b>CONDITION OF EXTERIOR SURFACES</b><br>Are exterior surfaces sound and free from hazards?                                                                                                                                                                                                         |                  |                 |                                         |
| 6.5                                               | <b>CONDITION OF CHIMNEY</b><br>Is the chimney sound and free from hazards?                                                                                                                                                                                                                          |                  |                 |                                         |
| 6.6                                               | <b>LEAD PAINT: EXTERIOR SURFACES</b><br>Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?                                                                                                                 |                  |                 | <input type="checkbox"/> Not Applicable |
| 6.7                                               | <b>MANUFACTURED HOMES: TIE DOWNS</b><br>If the unit is a mobile home, it is properly placed and tied down? If not a mobile home, check "Not Applicable."                                                                                                                                            |                  |                 |                                         |
| <b>7. HEATING, PLUMBING AND INSULATION</b>        |                                                                                                                                                                                                                                                                                                     | <b>DECISION</b>  |                 | <b>Repairs Required</b>                 |
| <b>Item #</b>                                     | <b>Description</b>                                                                                                                                                                                                                                                                                  | <b>Yes, PASS</b> | <b>No, FAIL</b> |                                         |
| 7.1                                               | <b>ADEQUACY OF HEATING EQUIPMENT</b><br>a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?<br>b. Is the heating equipment oversized by more than 15%?<br>c. Are pipes and ducts located in unconditioned space insulated? |                  |                 |                                         |

|        |                                                                                                                                                                                                                          |           |          |                                         |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------------------|
| 7.2    | <b>SAFETY OF HEATING EQUIPMENT</b><br>Is the unit free from unvented fuel burning space heaters, or any other types of unsafe heating conditions?                                                                        |           |          |                                         |
| 7.3    | <b>VENTILATION AND ADEQUACY OF COOLING</b><br>Does this unit have adequate ventilation and cooling by means of operable windows or a working cooling system?                                                             |           |          |                                         |
| 7.4    | <b>HOT WATER HEATER</b><br>Is hot water heater located, equipped, and installed in a safe manner?                                                                                                                        |           |          |                                         |
| 7.5    | <b>WATER SUPPLY</b><br>Is the unit served by an approvable public or private sanitary water supply?                                                                                                                      |           |          |                                         |
| 7.6    | <b>PLUMBING</b><br>Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?                                                              |           |          |                                         |
| 7.7    | <b>SEWER CONNECTION</b><br>Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back up?                                                                                  |           |          |                                         |
|        | <b>8. GENERAL HEALTH AND SAFETY</b>                                                                                                                                                                                      | DECISION  |          | Repairs Required                        |
| Item # | Description                                                                                                                                                                                                              | Yes, PASS | No, FAIL |                                         |
| 8.1    | <b>ACCESS TO UNIT</b> Can the unit be entered without having to go through another unit?                                                                                                                                 |           |          |                                         |
| 8.2    | <b>EXITS:</b> Is there an acceptable fire exit from this building that is not blocked?                                                                                                                                   |           |          |                                         |
| 8.3    | <b>EVIDENCE OF INFESTATION</b><br>Is the unit free from rats or severe infestation by mice or vermin?                                                                                                                    |           |          |                                         |
| 8.4    | <b>GARBAGE AND DEBRIS</b><br>Is the unit free from heavy accumulation of garbage or debris inside and outside?                                                                                                           |           |          |                                         |
| 8.5    | <b>REFUSE DISPOSAL</b><br>Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?                                                              |           |          |                                         |
| 8.6    | <b>INTERIOR STAIRS AND COMMON HALLS</b><br>Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on stairways, absent or insecure railings, or other hazards? |           |          |                                         |
| 8.7    | <b>OTHER INTERIOR HAZARDS</b><br>Is the interior of the unit free from any other hazards not specifically identified previously?                                                                                         |           |          |                                         |
| 8.8    | <b>ELEVATORS</b><br>Are they working and safe?                                                                                                                                                                           |           |          |                                         |
| 8.9    | <b>INTERIOR AIR QUALITY</b><br>Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?                                                     |           |          |                                         |
| 8.10   | <b>SITE AND NEIGHBORHOOD CONDITIONS</b><br>Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the residents?                          |           |          |                                         |
| 8.11   | <b>LEAD PAINT: OWNER CERTIFICATION</b><br>If the owner of the unit is required to treat or cover any interior or exterior surfaces, has the certification of compliance been obtained?                                   |           |          | <input type="checkbox"/> Not Applicable |
|        | <b>9. MISCELLANEOUS (from HPRP notice)</b>                                                                                                                                                                               | DECISION  |          | Repairs Required                        |
| Item # | Description                                                                                                                                                                                                              | Yes, PASS | No, FAIL |                                         |



**Priority Home Partnership  
Rental Assistance Agreement Letter**

(click [here](#) to return to relevant section of the manual)

(date)

(landlord address)

\_\_\_\_\_ (Head of Household) has been approved to receive temporary financial assistance through the Emergency Solutions Grant program. The program is designed to help the participant secure and/or retain housing and be a successful tenant. Our agency will maintain regular contact during his/her time in the program to assist him/her with any problems related to his/her housing or tenancy. The program does not, however, assume any responsibility for the tenant's rent or for compliance with the lease. The tenant is fully responsible for complying with the terms of the lease he/she has with you.

The person named above has been approved for assistance with (check all that apply):

- A rental deposit in the amount of \$ \_\_\_\_\_
- A short-term rent subsidy in the amount of \$ \_\_\_\_\_ (currently approved until \_\_\_\_\_ date. This subsidy may be extended at the program's discretion)
- Assistance with past due rent in the amount of \$ \_\_\_\_\_

All other payments under the terms of the lease are the responsibility of the tenant.

The City of Berkeley Priority Home Partnership Program will provide the above housing assistance payments to you beginning [date]. By signing below, you agree to apply all payments you receive on the tenant's behalf toward the specified housing-related costs on the check. The termination of housing assistance payments shall not affect the household's other rights under the lease.

The tenant is required to notify us if he or she moves; however, if you ever receive a subsidy check for a tenant who has moved, it is your responsibility to return the check to us. Financial assistance from this program can only be used toward the housing-related costs of the tenant named above while he/she resides in your housing. You also must notify us if during the term of this agreement you notify the tenant to vacate or if you lodge any complaint under state or local law to commence an eviction.

You are welcome to contact me if you have any questions or concerns regarding the program or this tenant's housing. [ name, title at 510 XXX-XXXX or [housing specialist @ agency.org](mailto:housing_specialist@agency.org)]. Thank you for working with us.

Sincerely,

**I have read this agreement and I agree to accept payments on behalf of the tenant listed above as described in this letter. I have provided a W-9 form to the agency.**

**Property Owner/Property Manager Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Three Month Reassessment of Eligibility

(click [here](#) to return to relevant section of the manual)

Reassessment Date: \_\_\_ / \_\_\_ / \_\_\_\_\_

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

Agency: \_\_\_\_\_

Program:  ESG  FRHP  PRCS  Other: \_\_\_\_\_

Head of Household Name: \_\_\_\_\_

Service Point ID: \_\_\_\_\_

**Before beginning this Reassessment form, collect copies of updated income documentation for the household.**

Has there been a change in address or phone since the last assessment?

- No Change
- Address and/or phone has changed; new information below **(Enter into HMIS InHOUSE Housing Sub-assessment)**

Current STREET Address: \_\_\_\_\_

Apartment or Unit Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Start Date (Date moved into Permanent Housing) \_\_\_ / \_\_\_ / \_\_\_\_\_

- a) Total Household Members living/will live at this address: \_\_\_\_
- b) Total ADULTS living/will live at this address: \_\_\_\_
- c) Total CHILDREN living/will live at this address \_\_\_\_ *(NOTE: a – b = c)*

**Time in Program**

Has household **a)** received 24 months of ESG assistance in last 36 months or **b)** exceeded other program time limits?

- Yes  No

**STOP** If household has exceeded eligible time in program, record the determination below, and complete the HMIS Exit Form for all adults.

**Income Status Eligibility (Complete the income reassessment form attached for each adult and enter into HMIS)**

What is the total gross household monthly income (include all household members)? \$ \_\_\_\_\_

What is the total gross household annual income? \$ \_\_\_\_\_ (monthly amount x 12)

Using the chart below, circle the household size and determine the percent of Area Median Income (AMI)

| Household Size | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 30% AMI        | \$18,750 | \$21,400 | \$24,100 | \$26,750 | \$28,900 | \$31,050 | \$33,200 | \$35,350 |
| 50% AMI        | \$31,250 | \$35,700 | \$40,150 | \$44,600 | \$48,200 | \$51,750 | \$55,350 | \$58,900 |

AMI information current as of 12/11/2012

Please check the household's current income status AND the documentation attached

- |                                       |                                                            |                                            |
|---------------------------------------|------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> No Income    | <b>Copy of Payment Statement / Benefit Notice</b>          | <b>Copies of Pay Stubs</b>                 |
| <input type="checkbox"/> 1-30% AMI    | <input type="checkbox"/> Alimony, spousal or child support | <input type="checkbox"/> Earned Income     |
| <input type="checkbox"/> 31-50% AMI   | <input type="checkbox"/> GA, SSI, SSDI, or TANF            | <b>Copy of Federal or State Tax Return</b> |
| <input type="checkbox"/> Over 50% AMI | <input type="checkbox"/> Private Disability                | <input type="checkbox"/> Self-Employment   |
| <b>Other Documentation</b>            | <input type="checkbox"/> Pension / Retirement              | <b>Income Self-Certification</b>           |
| _____                                 | <input type="checkbox"/> Unemployment or Workers' Comp     | <input type="checkbox"/> No Income         |
| _____                                 | <input type="checkbox"/> Interest / Dividend Income        |                                            |



If household has income greater than 30% of Median Income for the ESG program, or greater than 50% of AMI for the PRCS or FRHP program, discontinue assistance. Record the determination below, and complete the Exit Form for all adults. (For other programs, check program guidelines.)

Is household receiving now or going to begin to receive a housing subsidy from another program?

- Yes No

Subsidy: Start date: / /



If household will be starting another subsidy, household is not eligible for continued financial assistance. Household may continue to receive supportive services if needed to prevent homelessness. Skip to Housing Stability Plan Progress.

Rent as Portion of Income

Is the household receiving Financial Assistance to remain housed?

- Yes No

What is the TOTAL monthly rent? (the total rent, not the portion currently paid by tenant)

Rent to Income ratio: Total Monthly Rent ( ) X 100 = % Gross Monthly Household Income ( )



If the income to rent ratio is lower than 50% for ESG and PRCS and 40% for FRHP, discontinue financial assistance. Household may continue to receive supportive services if needed to prevent homelessness.

Housing Stability Plan Progress

Progress toward Obtaining or Maintaining Appropriate Housing:

- Achieved and Complete Making adequate progress Not making adequate progress

Progress toward Income or Employment Goals:

- Achieved and Complete Making adequate progress Not making adequate progress Does Not Apply

Progress toward Other Stability Goals:

- Achieved and Complete Making adequate progress Not making adequate progress Does Not Apply

Comments on Plan Progress, Accomplishments and Barriers:

Empty text box for comments



If the household has achieved/completed all goals, they are no longer in need of assistance; discontinue assistance. If the household is not making adequate progress on the Housing Stability Plan, and the household has been offered all assistance necessary to make progress and has refused such assistance, you may discontinue assistance. Indicate in comments below efforts made and current status of plan. Programs are strongly encouraged not to discontinue assistance if household is making appropriate efforts but progress is delayed. If discontinuing assistance, record the determination below, and complete the Exit Form for all adults.

**Does household have financial resources and/or support networks that can help them gain/remain in housing?**

|  |
|--|
|  |
|  |
|  |
|  |
|  |



If household has other resources or support networks that can help them gain or remain in housing that are adequate to secure their housing, **discontinue assistance**. Record the determination below, and complete the HMIS Exit Form for all adults.

**RESULT OF REASSESSMENT:**

**Discontinuing Program Assistance:**

- |                                                                 |                                                       |                                                                                              |                                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Received maximum permitted assistance  | <input type="checkbox"/> Over Income                  | <input type="checkbox"/> Below targeted rent to income ratio and does not require services.  | <input type="checkbox"/> Receiving housing subsidy and does not require services. |
| <input type="checkbox"/> Completed Housing Stability Plan Goals | <input type="checkbox"/> Not making adequate progress | <input type="checkbox"/> has other resources or support networks that can secure the housing | <input type="checkbox"/> Other: _____                                             |

*After completing the reassessment of eligibility, I have been informed that I/my household am/are no longer eligible for assistance from this program. I understand that I and my household will be exited from the program. I understand that if I am in need at a later time I may reapply for assistance (as long as I have not exceeded the maximum length of assistance and continue to be eligible.)*

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff member signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Continuing Assistance:**

- Continue *housing stabilization services only*. Revise/update Housing Stability Plan, and prepare new household budget if income has changed.
- Continue financial assistance and housing stabilization services. Complete new financial assistance calculation, revise/update housing stability plan and prepare new budget.

**Attached:**

- |                                                         |                                                     |                                                                                    |
|---------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> Revised Housing Stability Plan | <input type="checkbox"/> New Budget (if applicable) | <input type="checkbox"/> New Financial Assistance Calculation form (if applicable) |
|---------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------|

*After completing the reassessment of eligibility, I have been informed that I/my household am/are eligible for continued assistance from this program. I understand that my participation agreement remains in force and that a new stability plan, budget and financial contribution may be required. I understand that I will be reassessed again within three months **or less** and that assistance may be discontinued at any time.*

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff member signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INHOUSE — 3 Mo. INCOME REASSESSMENT FORM** - 01/22/2013

Assessment Date: \_\_\_/\_\_\_/\_\_\_ (For backdate mode) ServicePoint ID # \_\_\_\_\_

Program/Provider: \_\_\_\_\_

**Client Profile**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_ Suffix: \_\_\_\_\_

| Monthly Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Non-Cash Benefits                                                                                                                                                                                                                                                                                                     |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
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| <p>Have you received income from any source in the past 30 days?</p> <p><input type="checkbox"/> No                                      <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Don't Know                              <input type="checkbox"/> Refused</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Have you received any of the non-cash benefits listed below in the past 30 days?</p> <p><input type="checkbox"/> No                                              <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Don't Know                                      <input type="checkbox"/> Refused</p> |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <table border="0"> <thead> <tr> <th style="text-decoration: underline;">Source Amount</th> <th style="text-decoration: underline;">Monthly</th> </tr> </thead> <tbody> <tr><td><input type="checkbox"/> Alimony or other spousal support</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Child support</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Earned Income</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> General Assistance (GA)</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Pension from a former job</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Private disability insurance</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Social Security (retirement income)</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Social Security Disability Income (SSDI)</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Supplemental Security Income or SSI</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> (TANF) Temporary Assistance for</td><td>\$ _____ .00</td></tr> <tr><td colspan="2">Needy Families</td></tr> <tr><td><input type="checkbox"/> Unemployment Insurance</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> A veteran's disability payment</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Veteran's pension</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Worker's compensation</td><td>\$ _____ .00</td></tr> <tr><td><input type="checkbox"/> Other source</td><td>\$ _____ .00</td></tr> </tbody> </table> | Source Amount                                                                                                                                                                                                                                                                                                         | Monthly | <input type="checkbox"/> Alimony or other spousal support | \$ _____ .00 | <input type="checkbox"/> Child support | \$ _____ .00 | <input type="checkbox"/> Earned Income | \$ _____ .00 | <input type="checkbox"/> General Assistance (GA) | \$ _____ .00 | <input type="checkbox"/> Pension from a former job | \$ _____ .00 | <input type="checkbox"/> Private disability insurance | \$ _____ .00 | <input type="checkbox"/> Social Security (retirement income) | \$ _____ .00 | <input type="checkbox"/> Social Security Disability Income (SSDI) | \$ _____ .00 | <input type="checkbox"/> Supplemental Security Income or SSI | \$ _____ .00 | <input type="checkbox"/> (TANF) Temporary Assistance for | \$ _____ .00 | Needy Families |  | <input type="checkbox"/> Unemployment Insurance | \$ _____ .00 | <input type="checkbox"/> A veteran's disability payment | \$ _____ .00 | <input type="checkbox"/> Veteran's pension | \$ _____ .00 | <input type="checkbox"/> Worker's compensation | \$ _____ .00 | <input type="checkbox"/> Other source | \$ _____ .00 | <table border="0"> <thead> <tr> <th style="text-decoration: underline;">Source</th> </tr> </thead> <tbody> <tr><td><input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)</td></tr> <tr><td><input type="checkbox"/> MediCAL health insurance program (MEDICAID)</td></tr> <tr><td><input type="checkbox"/> MEDICARE health insurance program</td></tr> <tr><td><input type="checkbox"/> Healthy Families Insurance program (SCHIP)</td></tr> <tr><td><input type="checkbox"/> Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)</td></tr> <tr><td><input type="checkbox"/> Veteran's Administration (VA) Medical Services</td></tr> <tr><td><input type="checkbox"/> TANF/CaWORKS Child Care services</td></tr> <tr><td><input type="checkbox"/> TANF/CaWORKS transportation services</td></tr> <tr><td><input type="checkbox"/> Other TANF/ CaWORKS-funded services</td></tr> <tr><td><input type="checkbox"/> Section 8, public housing, or other rental assistance</td></tr> <tr><td><input type="checkbox"/> Other source</td></tr> <tr><td><input type="checkbox"/> Temporary Rental Assistance</td></tr> </tbody> </table> | Source | <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps) | <input type="checkbox"/> MediCAL health insurance program (MEDICAID) | <input type="checkbox"/> MEDICARE health insurance program | <input type="checkbox"/> Healthy Families Insurance program (SCHIP) | <input type="checkbox"/> Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | <input type="checkbox"/> Veteran's Administration (VA) Medical Services | <input type="checkbox"/> TANF/CaWORKS Child Care services | <input type="checkbox"/> TANF/CaWORKS transportation services | <input type="checkbox"/> Other TANF/ CaWORKS-funded services | <input type="checkbox"/> Section 8, public housing, or other rental assistance | <input type="checkbox"/> Other source | <input type="checkbox"/> Temporary Rental Assistance |
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| <input type="checkbox"/> Alimony or other spousal support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Child support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Earned Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> General Assistance (GA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Pension from a former job                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Private disability insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Social Security (retirement income)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Social Security Disability Income (SSDI)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Supplemental Security Income or SSI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> (TANF) Temporary Assistance for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| Needy Families                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Unemployment Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> A veteran's disability payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Veteran's pension                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Worker's compensation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Other source                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ _____ .00                                                                                                                                                                                                                                                                                                          |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| Source                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> MediCAL health insurance program (MEDICAID)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> MEDICARE health insurance program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Healthy Families Insurance program (SCHIP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Veteran's Administration (VA) Medical Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> TANF/CaWORKS Child Care services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> TANF/CaWORKS transportation services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Other TANF/ CaWORKS-funded services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Section 8, public housing, or other rental assistance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Other source                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |
| <input type="checkbox"/> Temporary Rental Assistance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                       |         |                                                           |              |                                        |              |                                        |              |                                                  |              |                                                    |              |                                                       |              |                                                              |              |                                                                   |              |                                                              |              |                                                          |              |                |  |                                                 |              |                                                         |              |                                            |              |                                                |              |                                       |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                                                                                                             |                                                                      |                                                            |                                                                     |                                                                                                        |                                                                         |                                                           |                                                               |                                                              |                                                                                |                                       |                                                      |

**Total monthly income**                      \$ \_\_\_\_\_ .00

Complete one income reassessment for each adult in the household and combine for total household income for program reassessment purposes.



**Page 261 of 290**  
**Priority Home Partnership**  
**Notification of Termination of ESG Assistance**

(click [here](#) to return to relevant section of the manual)

You/your household has violated the terms of your ESG Participation Agreement, signed by \_\_\_\_\_ on \_\_\_\_\_ (date.) The program violation(s) consist of \_\_\_\_\_

---

---

The program is hereby advising you that as of \_\_\_/\_\_\_/\_\_\_\_\_ no further

- financial assistance
- housing stabilization services

Will be provided to you/your household.

You/your household will be solely responsible for covering all housing/utility costs as of that date.

\_\_\_\_\_  
(Staff signature)

\_\_\_\_\_  
(Date)

I have reviewed and authorized this notification:

\_\_\_\_\_  
(Supervisor signature)

\_\_\_\_\_  
(Date)

**Procedure for due process:** If you disagree with this determination, you may request a review of this decision within 10 days of the date of this notice by making a request **in writing\*** to:

{job title}  
{Address}  
{Address}

The {job title} will review your request and may investigate your claims, ask to interview you, members of your household, your landlord, or call a hearing with yourself, agency staff, and any others that may be needed to review this decision. The {job title} must review your request and make a final determination within 14 calendar days. A written notice of the final decision will be provided to you.

*\*Reasonable accommodation: If you are unable to prepare a request in writing due to a disability and need a reasonable accommodation, you may request a specific accommodation, such as assistance in preparing the request, from the program manager or another staff member.*

**City of Berkeley ESG Income Eligibility Calculation Worksheet**

To be eligible for ESG, households must be at or below 30% of the Area Median Income (and meet other Federal and local ESG eligibility requirements.) This worksheet has been adapted from the HUD authorized form used for HPRP can be used to determine whether an applicant household meets the ESG eligible income requirement. A copy of this form or a similar document used to determine income should be kept in the client file. Be sure to attach to the document copies of all income documentation used to prepare the calculation. See the income verification policy for further information and instructions.

| Household Member Number                                               | Household Member Name                            |                                        |                     |                             | Age of Household Member                                            |
|-----------------------------------------------------------------------|--------------------------------------------------|----------------------------------------|---------------------|-----------------------------|--------------------------------------------------------------------|
| 1                                                                     |                                                  |                                        |                     |                             |                                                                    |
| 2                                                                     |                                                  |                                        |                     |                             |                                                                    |
| 3                                                                     |                                                  |                                        |                     |                             |                                                                    |
| 4                                                                     |                                                  |                                        |                     |                             |                                                                    |
| 5                                                                     |                                                  |                                        |                     |                             |                                                                    |
| <b>Total Household Members (Household size)</b>                       |                                                  |                                        |                     |                             |                                                                    |
| <b>30% of Area Median Income (AMI) for Household Size</b>             |                                                  |                                        |                     |                             | \$                                                                 |
| Household Member Number / Name                                        | Sources of Household Income                      | Gross Documented Current Income Amount | Frequency of Income | Number of Payments per Year | Annual Gross Income (gross income amount X # of payments per year) |
|                                                                       | Earned Income (for ADULT household members only) | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Earned Income (for ADULT household members only) | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Self-employment/ business income                 | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Interest & Dividend Income                       | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Pension/Retirement Income                        | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Unemployment & Disability Income                 | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Unemployment & Disability Income                 | \$                                     |                     |                             | \$                                                                 |
|                                                                       | TANF/Public Assistance                           | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Alimony, Child Support and Foster Care Income    | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Armed Forces Income                              | \$                                     |                     |                             | \$                                                                 |
|                                                                       | Other (specify):                                 | \$                                     |                     |                             | \$                                                                 |
| <b>Total Annual Gross Income from all Sources</b>                     |                                                  |                                        |                     |                             | \$                                                                 |
| <b>30% of Area Median Income for Household Size</b>                   |                                                  |                                        |                     |                             | \$                                                                 |
| <b>Variance (If less than AMI, then household is income eligible)</b> |                                                  |                                        |                     |                             | \$                                                                 |
| <b><i>Is the household at or below 30% Area Median Income?</i></b>    |                                                  |                                        |                     |                             | <b><i>YES-Income Eligible<br/>NO-COB approval needed</i></b>       |

## Attachment 3

## Systemwide Performance Targets for Rapid Re-Housing Services

| Rapid Re-Housing  |                                                                                                                                                       | Target                 |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| How Much?         | Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)                                                                   | observe                |
|                   | Service Population: Proportion of chronically homeless individuals served (HUD Element, APR Q5a)                                                      | observe                |
|                   | Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)                                          | observe                |
|                   | Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)                                                      | observe                |
| How Well?         | Data Quality: Data entry within 3 days (HUD Element, APR Q6e)                                                                                         | 100%                   |
|                   | Data Quality: Completion. Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (HUD Element, APR Q18) | 90%                    |
|                   | Average length of time from enrollment to move in (HUD Element, Apr Q22c)                                                                             | 60%<br>within 2 months |
| With What Impact? | Are participants growing their income? (HUD Element, APR Q19a3)                                                                                       | 50%                    |
|                   | Are participants accessing mainstream benefits? (HUD Element, APR Q20b)                                                                               | 85%                    |
|                   | Are participants enrolled in health insurance? (HUD Element, APR Q21)                                                                                 | 85%                    |
|                   | Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)                                                                   | 80%                    |
|                   | Exits to Homelessness: What proportion of people exit to homeless destinations? (HUD Element APR Q23a&b)                                              | <5%                    |



# Homelessness Solutions in Alameda County

## ESG-CV STANDARDS AND EXPECTATIONS

Applicable in all participating jurisdictions of Alameda County

### **INTRODUCTION**

This document provides policies and standards for the provision of Rapid Rehousing funded by the Emergency Solutions Grant program under the CARES Act (ESG-CV) in Alameda County.

Providers funded with ESG-CV are expected to follow the guidance in this document which pulls from and enlarges upon guidance issued by the U.S. Department of Housing and Urban Development for the general ESG program and for the specific funds made available through the CARES Act, with additional prioritization and design determinations developed locally in response to COVID-19.

The Complete [ESG Interim Regulations](#) as of April 1, 2017, including amendments made to incorporate VAWA requirements, can be found at this link. The Notice issued September 1, 2020 regarding [Waivers and Alternative Requirements for the Emergency Solutions Grants \(ESG\) Program Under the CARES Act](#) can be found at this link.

***This document serves in lieu of the ESG Prevention and Rapid Rehousing Policy and Procedure Manual adopted in 2012 for ESG-CV funded programs only.***

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|--------------------------------|--------------------------|
| <i>Approved</i>                | <i>February 10, 2021</i> |
| <i>Effective date</i>          | <i>February 16, 2021</i> |
| <i>Next review required by</i> | <i>February 10, 2022</i> |

# ESG-CV STANDARDS AND EXPECTATIONS

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**PRIORITIZATION AND REFERRAL****1. Prioritization**

ESG-CV funds are specifically awarded and designated for rehousing those impacted, or more likely to be impacted, by the COVID-19 pandemic.

- 1.1 First priority for ESG-CV Rapid Rehousing are individuals and households assisted and staying in hotel rooms provided via Project RoomKey/Safer Ground or a similar program specifically designed to provide non-congregate or safe and distanced temporary shelter during COVID-19 for people who have been impacted by or are at risk from COVID-19.
- 1.2 Secondary priority are other persons on the Coordinated Entry By-Name List/Housing Queue who are deemed at higher risk for complications from COVID-19, based on criteria adopted in the Temporary Resource Prioritization Policy During COVID-19. The full policy for prioritization as adopted by the System Coordination Committee in January 2021 can be found [HERE](#).

**2. Referrals**

- 2.1 Any resident of a site mentioned in 1.1 above is eligible to be offered an ESG-CV supported RRH Bridge Subsidy, as long as they are eligible under ESG-CV requirements. Such referrals do not need to come through Coordinated Entry as they have already been through a prioritization process. Referrals will be made via communication from the Health Care Services Agency Office of Homeless Care and Coordination and the City of Berkeley directly to contracted providers.
- 2.2 Potential participants in ESG-CV funded Rapid Rehousing in category 1.2 will be referred to contracted providers if there are additional openings using the Alameda County Coordinated Entry process. Contracted providers must accept Coordinated Entry referrals as long as potential participants meet eligibility criteria.
- 2.3 Time expectations for responding to referrals will be established in the Coordinated Entry policies and, when established, will apply to ESG-CV contracted providers.

## **PARTICIPANT ELIGIBILITY AND ENROLLMENT**

### **3. Eligibility**

In addition to being referred through Coordinated Entry, households must be eligible for ESG-CV funded Rapid Rehousing. Program operators must determine that potential participants are eligible for assistance, and document this eligibility, including either verifying homeless status/chronic homeless status or receiving such verification from Coordinated Entry.

#### **3.1 Literal or Chronic Homelessness**

3.1.1 To be eligible for the ESG-CV program the participant must be “Literally Homeless” and without other identified housing options at the time of referral. This includes households that meet the HUD Homeless Definition under Category 1, and households that meet the Definition under Category 4, Fleeing or attempting to flee domestic violence *and also meet one of the following conditions.*

- Living/staying in a shelter. This includes staying at a hotel or motel under Project RoomKey or a similar program that provides temporary shelter for people who have been impacted by or are at risk from COVID-19.
- Living on the streets, a car, an encampment or a place not meant for human habitation.
- Living/staying in transitional housing.
- Exiting an institution where s(he) resided for 90 days or less and previously resided in a shelter or the streets or a place not meant for human habitation.

Documentation requirements to verify homelessness can be found [HERE](#).

3.1.2 Because many participants in ESG-CV funded Rapid Rehousing may have been Chronically Homeless prior to participation in the program, and should continue to remain eligible for PSH and other resources that may be targeted to chronically homeless, chronic homeless verification is encouraged.

Verification requirements and a suggested tool for how to document chronic homelessness can be found [HERE](#).

#### **3.2 Required Documentation**

To demonstrate eligibility at the time of enrollment, the enrolling provider must obtain:

1. Referral from a referring entity or Coordinated Entry
2. Verification of homelessness or chronic homelessness with required back up documentation

All required documentation should be uploaded into HMIS if participant has an HMIS record, or kept in a participant file.

### 3.3 Income verification

3.3.1 Income Verification is **not** a required eligibility criteria and is not needed for referral by Coordinated Entry nor for enrollment. However, income verification will be needed to establish rent payments. (See 6.3 Financial Assistance Approach.) Inability to document income at the time of referral must not prevent a participant from being enrolled, but may delay the household getting rehoused.

3.3.2 Persons with zero income are eligible for ESG-CV funded Rapid Rehousing and will be offered services to increase income through employment and/or connection to benefits.

3.3.3 For any participant who remains in the program for more than 12 months, income must be certified at annual recertification and must be below 30% of Area Median Income for the participant to continue to receive assistance (See 11.1 Annual Reassessment.)

### 3.4 Ineligible applicants

If a household is determined to be ineligible after referral and before enrollment, the program operator must notify the referring entity that they have been determined ineligible, provide the potential participant with the Notice of Occupancy Rights and Certification Form, and create a participant file documenting the process and determination.

## **4. Program Enrollment**

### 4.1 Participation Agreement

All heads of household enrolled in the program will sign a Participant Agreement. This agreement must state what the program will provide and what the expectations of the participant are, and the circumstances that can lead to their being terminated prior to completing the program. Programs may use the attached [ESG-CV Participation Agreement](#) or a program agreement that covers the same items, including all certifications, and does not conflict with ESG-CV regulations.

Enrolled participants should receive a copy of the Program's grievance and appeals process (See Grievance and Appeals 13.1)



#### 4.2 Notice of Occupancy Rights and Certification

At the time of enrollment, or if a potential participant is denied enrollment for any reason, the participant must be provided with form HUD-5380 Notice of Occupancy Rights and Certification. This document describes protections for victims of domestic violence, dating violence, sexual assault, or stalking under VAWA. Forms and other guidance regarding VAWA can be found [HERE](#).

#### 4.3 HMIS Enrollment

4.3.1 ROI: For all households participating in HMIS, all Adults must have an HMIS Release of Information (ROI) that is in effect. If an up to date ROI has not been executed and on file for each adult, one must be completed.

4.3.2 Program enrollment: Staff must complete a program enrollment in HMIS for all members of the household. Enrollment will be in one of the four designated projects within HMIS (Oakland, Berkeley, Urban County, State) based on information provided by Coordinated Entry.

### **5. Bridge and Rapid Program Tracks**

Rapid Rehousing funding may be used to provide rehousing support on a more traditional rapid rehousing track designed to serve households anticipated to take over full rent within a 6-24 month period (“Rapid”) or to provide subsidies that are intended to be used as a “bridge” to another longer-term or permanent housing resource for persons with greater needs (“Bridge”). While these tracks are not distinguished by different program enrollments they should be established from the outset in collaboration between the referring and contracting entity and periodically reassessed or modified as needed.

At the time of referral an initial determination of whether the household is beginning on the Rapid or Bridge track should be included. ***Unless otherwise specified at time of referral, persons referred from a Project Roomkey/Safer Ground/similar program site, or from the second priority group of high risk for complications from COVID-19 will be considered on the Bridge Track.***

#### 5.1 Bridge Track

Participants on the Bridge track are anticipated to participate in the ESG-CV program until another housing resource has been identified and secured for the participant.

5.1.1 Securing another resource: Program providers will work closely with the Health Care Services Agency (HCSA) and with the ESG Recipient for the jurisdiction in which they operate in to identify a housing resource for each enrolled household on the Bridge track. Processes for determining which resources are offered to a specific client will be worked out with the provider.

5.1.2 Reevaluation: If a Bridge Track participant has not been successfully transferred to another resource within 11 months of enrollment, and the program has the ability to retain them for more than 12 months, a reassessment will occur within 30 days of the participant's program anniversary as part of the Annual Reevaluation (See Annual Reevaluation 11.1)

## 5.2 Rapid Track

ESG-CV is targeted to assist those at high risk from COVID who are anticipated to have higher needs. However, it is possible that within the second priority group there may be some participants who can benefit from a more traditional Rapid Track. Any participants on the Rapid Track are anticipated to take over full rent of their housing during their participation in the program. Providers must work with the household to determine program and household rent contributions and offer appropriate services to support this progress (See 6.3 Financial Assistance – Rapid Track).

## **FINANCIAL ASSISTANCE AND SUPPORTIVE SERVICES**

ESG-CV funds may be used for specific financial assistance expenditures related to securing and maintaining housing. Each type of assistance requires specific documentation be kept on file to support the expenditures.

### **6. Financial Assistance**

#### 6.1 Maximum Assistance

6.1.1 24-month limitation: For first round ESG-CV awards and for second round awards covered under a HUD-approved Consolidated Plan amendment or waiver that allows for up to 24 months assistance, the maximum allowable assistance is 24 months within a 36 month period, consistent with the ESG regulations.

6.1.2 12-month limitation: For second round awards received after September 1, 2020, unless covered by a Consolidated Plan amendment or a waiver approved by HUD, the maximum period of allowed assistance is 12 months.

Changes or updates to the ESG-CV program requirements through law, regulation or Notice may change the maximum assistance time frames. Providers must be aware of the applicable maximum assistance requirements that are in effect for the funding they are using to assist any participant.

#### 6.2 Expense Categories, Limitations and Requirement Documentation

The following tables lists each allowable expense category for financial assistance, any limitations on time, amounts or cost, and the required documentation for the expenditure.

| Expense Category    | Permitted Expenditures and Limitations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Required Documentation                                                                                                                                                                                                                       |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Security Deposit    | Up to the equivalent of two (2) months of rent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Copy of W9 and Receipt<br><input type="checkbox"/> One year Lease Agreement.<br><input type="checkbox"/> Confirmation of property ownership                                                                         |
| Utility Deposit     | Standard utility deposits that the utility company requires for all customers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Copy of bill or receipt of payment. A billing statement is necessary if assistance for multiple months is provided with a single payment.                                                                           |
| Application Fees    | Costs associated with applications for rental housing required by property owners/managers                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Receipt                                                                                                                                                                                                             |
| Moving Costs        | Reasonable costs associated with assisting participants to move themselves and their belongings into housing, including vehicle rentals and movers if needed                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Cost Estimate<br><input type="checkbox"/> Receipt                                                                                                                                                                   |
| Landlord Incentives | Signing bonuses, security deposits, repairing damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit, and cost of extra cleaning or maintenance. Landlord incentives may not exceed three months' rent including any funds spent on deposits under Security Deposits above. <b>Landlord incentives do not count against the 12- or 24-month cap on assistance but the three-month maximum includes the amount offered in Security Deposit.</b> | Documentation required depends on the category of assistance being provided. All Landlord Incentives must be documented with a receipt by the landlord or a third-party receipt for coverage of allowable costs such as repairs or cleaning. |
| Rental Assistance   | A portion of the contract rent of up to 100% of rent for up to maximum number of months <i>permitted under the applicable grant agreement with the Recipient.</i>                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Habitability Inspection<br><input type="checkbox"/> One year Lease/Rental Agreement<br><input type="checkbox"/> Letter of payment or a Housing Assistance Payment (HAP) agreement<br><input type="checkbox"/> W9    |
| Utility Assistance  | Up to total number of months of rental assistance provided. Total utility assistance includes the first month's payment.                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Copy of Bill for each utility for each month paid.                                                                                                                                                                  |
| Rental Arrears      | Only if necessary to successfully re-house; maximum two (2) months of arrears. <b>Counts against the total months of assistance permitted.</b>                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Statement or Bill that includes the cost of each month paid.                                                                                                                                                        |

| Expense Category | Permitted Expenditures and Limitations                                                                                                                                                                      | Required Documentation                                                                |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Utility Arrears  | Only if necessary, to re-house; maximum two (2) months of arrears per utility. Eligible utilities include gas, electricity, water, & trash. <b>Counts against the total months of assistance permitted.</b> | <input type="checkbox"/> Statement or Bill that includes the cost of each month paid. |

### 6.3 Financial Assistance Approach

For one-time costs, such as security deposits, move in expenses and application fees, the ESG-CV program may pay the entire amount.

For rental assistance payments, households with income are expected to contribute *at least* 30% of their adjusted gross income. To make this determination, verification of income will be required.

6.3.1 Bridge Housing track: If a household is determined to be on a **Bridge Housing track** (See 5.1 above) the participant contribution may be set at 30% of adjusted gross income, consistent with many permanent housing subsidy programs, and may continue at 30% of adjusted gross income for the duration of their time in the program.

6.3.1.a. If a participant household on the Bridge Housing track significantly increases their income or demonstrates a likelihood to be able to pay full rent without assistance, they should be reclassified to the Rapid track and financial assistance should be adjusted as specified for the Rapid Track.

6.3.1. b. The program may pay the entire rent on behalf of households that have no income.

6.3.2 Rapid track: If a household is determined to be on **Rapid track** (anticipated to be able to take over the full rent within the time frame of permitted assistance) the amount that the household is expected to contribute will be expected to fluctuate and to grow over time based on the ongoing assessment of the program operator.

6.3.2.a. Households with any income are expected to contribute 30% of adjusted gross income toward their rent from the start of the program and to assume a greater portion of the rent over time. Expectations must be made clear to the participant household and reviewed periodically, and not less than every three months.

6.3.2.b. With supervisor approval, households may be permitted to contribute less toward their rent for a limited period to assist them to cover extraordinary costs. The program may pay the entire rent on behalf of households that have no income.

6.3.2.c. For participants on the Rapid track, programs should use a progressive engagement approach to assistance, offering the least amount of support needed to ensure the participant household remains housed, with the potential to increase financial assistance and services if needed.

#### 6.4. Prohibition on Duplication of Benefits

Financial assistance cannot be provided to a program participant who is receiving any other form of tenant-based rental assistance or to a program participant who has been provided with replacement housing payments under the [Uniform Relocation Act \(URA\)](#) during the period of time covered by the URA payments. Participants should be asked to certify that they are not receiving such assistance. Language to this effect is included in the provided Participation Agreement.

#### 6.5 Recording Financial Assistance

All financial assistance provided must be recorded in HMIS. Supporting documentation must be kept in participant files.

### **7. Supportive Services**

#### 7.1 Services may not be required

Regular ESG funding and other Rapid Rehousing programs typically require that programs assist participants with housing search and housing stability case management. This includes a requirement that a participant meet with a housing stability case manager not less than once per month for the period that they are enrolled. However, under the ESG-CV Notice, Recipients and Subrecipients **may not require** individuals or families experiencing homelessness to receive treatment or perform prerequisite activities as a condition for receiving assistance funded by ESG-CV. This specifically includes any requirement to participate in Housing Stability Case Management.

#### 7.2 Services must be made available

ESG-CV funded Rapid Rehousing in Alameda County must offer and provide, as requested by participants, housing search and placement assistance, case/care management and connections to other services, benefits and supports. These services should be offered regularly, minimally monthly, to participants to ensure they are aware that services are available if they wish to use them.

#### 7.3 Housing Search Assistance

Housing search assistance are those services intended to assist participants in locating, obtaining, and retaining suitable permanent housing. These may include:

- assessment of housing barriers, needs, and preferences;
- development of a plan for locating housing;
- assistance with a housing search or searching on behalf of a participant;
- outreach and negotiations with landlords; and
- assistance with submitting rental applications and understanding leases.
- assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
- assistance with obtaining utilities and making moving arrangements; and
- tenant counseling.

#### 7.4 Housing Stability Case Management or Care Management

Housing stability case management may include:

- conducting the official evaluation of eligibility and need, including verifying and documenting eligibility
- counseling
- developing, securing, and coordinating services and assistance in obtaining Federal, state and local benefits
- monitoring and evaluating participant progress;
- providing information and referral to other providers;
- developing an individualized housing plan to permanent housing stability, including referrals to and support with submitting applications to affordable housing projects; and
- conducting required reevaluations to determine (i) The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and (ii) The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

Given that ESG-CV is targeted to those at risk from COVID-19 and first priority is for persons participating in Project RoomKey/Safer Ground or a similar program, ESG-CV participants may be already participating in, or eligible for, case or care management through the Alameda County or Berkeley Health Departments and their subcontractors. In these cases, agencies offering housing stability case management may provide services in line with their approved care management approach, provided that the services are voluntary and individualized and include a focus on assisting the participant to stabilize in and retain housing.

#### 7.5 Recording Services

Services that are provided directly to or specifically associated with a participant household must be recorded in HMIS.

Some contractors may be funded to hire specialists to recruit landlords and secure units for a number of participants which are not provided as specific services to any one participant. Such services are not expected to be recorded in HMIS.

Some participants in a Rapid Rehousing program funded by ESG-CV may be offered and receive services paid for by other sources than ESG-CV and offered by organizations other than the ESG-CV provider. Such services should be recorded in the client record for the ESG-CV program if considered part of the ESG-CV program, or under a separate program enrollment.

## **HOUSING RELATED REQUIREMENTS**

### **8. Unit Requirements**

#### **8.1 Rent Reasonableness**

Units rented by participants in an ESG-CV funded Rapid Rehousing program must meet the standard for rent reasonableness. “Rent reasonableness” means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the same owner during the same time period for comparable non-luxury unassisted units. See more guidance regarding Rental Reasonableness [HERE](#).

A sample [Rent Reasonableness form](#) is provided in the appendix. Subrecipients may use an alternative rent reasonableness determination form that meets the requirements of the ESG regulations §576.106.

#### **8.2 Checking Against applicable Payment Standards**

The Fair Market Rent (FMR) is a benchmark established by HUD by region. The regular ESG program requires that the rent for units assisted meet *both* standards for rent reasonableness and rent at or below the Fair Market Rent (FMR). ***ESG-CV waives the requirement for use of the FMR.***

However, under the design for ESG-CV to serve in many circumstances as a bridge to a longer subsidy including subsidies provided under the Housing Choice Voucher, is strongly recommended that households expected to receive a long-term subsidy not be assisted to move into units that rent for more than the FMR or the applicable Payment Standard in the jurisdiction in which the unit is located.

Housing Providers must document decisions to rent a unit above the Payment Standard, including either documentation of a plan for the participant to take over the full rent, receive a subsidy that does not require units rent at FMR, or a plan for the tenant to move to another location that the participant has agreed to.

### 8.3 Habitability

8.4.1 Habitability Standard: In order to ensure that ESG funds are used in housing that meets minimum habitability standards, an inspection must be performed on every unit assisted. A description of the standard for permanent housing and a form that can be used to record the results of an inspection can be found [HERE](#).

8.4.2 Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations apply to all housing occupied by program participants. More information can be found at the HUD Lead Safe Housing site [HERE](#).

8.4.3. Use of HQS: The ESG Habitability Standards are different from, and generally not as stringent as the Housing Quality Standards (HQS) used for other programs such as CoC Rental Assistance programs (i.e. Shelter Plus Care) and Housing Choice Vouchers. Because some participants in the ESG-CV program are anticipated to receive a HCV, Shelter Plus Care or other potential resources that may require the unit to meet HQS, operators are strongly encouraged to ensure that units either meet HQS initially or can be made to meet HQS prior to the transfer of the subsidy. HQS will be accepted in lieu of Habitability Standards, provided that compliance with Lead Paint Poisoning Act is included.

## **9. Leases and Rental Assistance Agreements**

### 9.1. Leases

Once a unit has been identified and inspected, the housing agency must ensure that the participant/tenant receives a written one year lease or rental agreement from the landlord which clearly outlines the terms of tenancy and conforms with applicable California and local law.

9.1.1 VAWA-Mandated Requirements: Participant leases must include the following provisions in order to comply with the Violence Against Women Act:

*The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.*

*The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.*



*The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.*

If the lease does not cover the terms of the Violence Against Women Act then a lease addendum should be executed that covers these requirements. A copy of a [HUD VAWA Lease Addendum](#) can be found here.

9.1.2 Lease Bifurcation: Housing providers may bifurcate leases to evict, remove, or terminate assistance to a household member who engages in domestic-violence-related criminal activity without evicting, removing, or terminating assistance to, or otherwise penalizing, a victim of such criminal activity who is also a tenant or lawful occupant.

Financial assistance shall continue for the family member(s) who are not evicted or removed.

## 9.2 Rental Assistance Agreements

Providers of Rapid Rehousing assistance must ensure that the Landlord to whom payment is being made is apprised of the nature of the program, the anticipated support to the participant, the obligations of the landlord, and the manner in which the landlord may contact the program if there are concerns.

9.2.1 Rental Assistance Agreement Letter: At a minimum, the agency providing financial assistance will provide the landlord with a [Rental Assistance Agreement Letter](#) describing the program and outlining the basic support the participant is anticipated to receive. If using the letter, the landlord must sign the letter and return it to the agency.

9.2.2 Housing Assistance Payment (HAP) or other contract agreement: Agencies may prefer to use a contract or housing assistance payments (HAP) agreement that outlines in greater detail the rights and obligations of the parties. Use of such an agreement is acceptable if it covers all requirements in the ESG regulations §576.1 and this guidance.

## 9.3 Ownership/Tax Document

9.3.1 W-9: In addition, the housing agency shall collect a W-9 from the landlord or property management agency and follow all IRS reporting requirements.

9.3.2 Evidence of ownership: In order to determine that the landlord named on the lease is the legitimate owner of the property, the housing agency will use a database service, such as Realquest, or another manner to verify and document the ownership.

#### 9.4 Documentation

Documentation related to the housing unit that must be kept in the Participant File includes:

1. An original or copy of the Rent Reasonableness/FMR determination
2. An original or copy of the Habitability or HQS inspection.
3. A copy of the Rental Assistance Agreement Letter or Housing Assistance Payment contract.
4. A copy of the tenant's lease, including the VAWA Lease Addendum if not included in lease.
5. Printout from the database used to verify the ownership of the unit.
6. Copy of the W-9 from the landlord. The original W-9 must be given to the program operator's finance division.

### **10. Emergency Transfer Plan**

#### 10.1 Qualifications for Emergency Transfer

A participant qualifies for an emergency transfer if:

1. The participant is a survivor of domestic violence, dating violence, sexual assault or stalking;
2. The participant expressly requests the transfer; *and*
3. Either:
  - a. The participant reasonably believes there is a threat of imminent harm from further violence if the participant remains in the same dwelling unit; or
  - b. If the participant is a survivor of sexual assault, the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

#### 10.2 Emergency Transfer Process

A participant may submit an emergency transfer request directly to program staff. A participant may seek an internal and external emergency transfer, or both at the same time if a safe unit is not immediately available. The program will take reasonable steps to support them in securing a new safe unit as soon as possible and a transfer may not be necessary.

Programs will ensure strict confidentiality measures are in place to prevent disclosure of the location of the participant's new unit to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the participant.

Where a family separates as part of the emergency transfer, the family member(s) receiving the emergency transfer will retain the rental assistance when possible. The program will work with the CoC and the household to support an effective transfer in situations where the program is not a good fit for the family member(s) receiving the emergency transfer.

10.2.1 Internal Transfer: Where the participant requests an internal emergency transfer within the same building or program, the program should take steps to immediately transfer the participant to a safe unit if a unit is available. Requests for internal emergency transfers should receive at least the same priority as the program provides to other types of transfer requests.

If a safe unit is not immediately available, program staff will inform the participant that a unit is not immediately available and explain the options to:

1. Wait for a safe unit to become available for an internal transfer,
2. Request an external emergency transfer, and/or
3. Pursue both an internal and external transfer at the same time in order to transfer to the next available safe unit in the CoC.

10.2.2 External Transfer: If a participant requests an external emergency transfer, the participant has priority over all other applicants, provided the household meets all eligibility criteria required by HUD and the program. After the agency communicates the participant's emergency transfer request, the Coordinated Entry Management Entity will refer the participant to the next available appropriate unit through the Coordinated Assessment System. The household retains their original homeless status for purposes of the transfer.

### 10.3 Documentation and Record Keeping

To request an emergency transfer, the participant should submit a written request to program staff, certifying that they meet the emergency transfer qualification requirements. The program may – but is not required to – request additional documentation of the occurrence for which the participant is requesting an emergency transfer. No other documentation is required.

Programs must retain records of all emergency transfer requests and their outcomes for a period of 5 years following the grant year of the program in which the household was a participant and report them to HUD annually. A model emergency transfer plan can be found [HERE](#).

## **REEVALUATION**

### **11. Reevaluation of Need and of Eligibility**

#### 11.1 Annual Reevaluation

For programs operating with ESG-CV funding that is capped at 12 months of assistance, it is not expected that formal reevaluation will occur during the period in which assistance is provided. Households should be informed from the beginning that assistance is limited to a maximum of

12 months and focus should be placed on identifying a long-term resource or housing strategy for after the program is over.

Annual Reevaluation is required for any participant receiving more than 12 months of assistance. This applies to programs operating with ESG-CV funding covered by an approved Consolidated Plan amendment, waiver or revised Notice of HUD guidance permitting greater than 12 months assistance. The reevaluation must determine:

1. The participant has not received more than the permitted number of months of assistance.
2. The participant's income level is such that there is still a need to provide financial assistance in order to maintain housing stability.
  - a. Income is not greater than 30% of the Area Median Income (AMI)
3. The participant lacks the financial resources or support networks to secure their housing without continued assistance.

Annual reevaluation should be documented, including updated income verification and an updated participation agreement which certifies lack of resources to secure housing without assistance.

#### 11.2 HMIS Update

The annual reevaluation is recorded in HMIS and used to update the participant's HMIS record with current information about housing and income.

#### 11.3 Notification and Update Documents

Once the annual reevaluation of eligibility is completed, the household should be formally notified whether they will continue to receive assistance or not. If continuing to receive assistance, new documents, including an updated Participation Agreement should be prepared and discussed with the participant. If a household is not expected to have the subsidy extended, they should be notified of this determination at the earliest possible time and assisted to develop an alternative housing plan.

#### 11.4 Periodic Reassessment of Need

Alameda County has adopted a more frequent reassessment standard for ESG-funded Rapid Rehousing which includes a review of need and ability to pay every three months during participation. ***This requirement does not apply to participants in the ESG-CV program who are on the Bridge Track.*** However, frequent and ongoing review of the participant's situation and needs should occur throughout the program to determine whether the participant is likely to be able to transition to the Rapid track or off of assistance or will need to be connected to an ongoing subsidy or move to a permanently affordable location such as affordable housing or PSH (Bridge Track).

**PROGRAM TERMINATION, APPEALS AND EXIT****12. Ending Program Participation**

Assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support **or** to successfully bridge to another resource or unit with an ongoing subsidy.

**12.1 No Termination for Lack of Service Participation**

Under ESG-CV participants cannot be required to take part in services. However, they must provide the program with information needed to continue to determine eligibility, and to ensure that the program and the participant remain in good standing with the landlord.

**12.2 Violation of Participation Agreement**

Consistent violations of the Participation Agreement, including failure to provide required information to the Program as needed to continue to determine eligibility, may result in termination. If a program participant is violating the participation agreement, reasonable efforts will be made and documented by staff. Staff will provide written notice to the participant outlining program and/or lease violations and assist the participant to address the issue or correct the violation prior to terminating enrollment. ***Threatening or violent behavior towards staff, any other participant, or any other person connected to the property which they reside may be acted upon immediately.***

**12.3 Written Notice**

If a participant is determined to be in continued or grave violation of the participation agreement, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor within the agency – following the agency’s grievance policy. This request must be made in writing and must be reviewed within 10 calendar days. A written notice of the final decision will be issued to the participant within 14 calendar days.

A sample [Notification of Termination of ESG-CV Assistance](#) is provided in the Appendix of Forms. Subrecipients may use an alternative Notice of Termination form as long as it covers all of topic areas required under ESG regulations §576.402 and has been approved by the ESG-CV recipient.

#### 12.4 Resuming Assistance

A program may resume assistance to a program participant whose assistance was previously terminated with the approval of the Program Manager, provide that continued assistance does not violate the applicable maximum subsidy period.

#### 12.5 Program Exit

Upon completion of the program, or upon termination prior to completion, all members of the household should be exited from the program in HMIS. At this time, all information including household income, final address and housing status are recorded and updated.

- a. Participants who complete or leave the ESG-CV RRH program having received another permanent housing resource should be recorded as permanently housed with a subsidy.
- b. Participants who complete or leave the ESG-CV RRH program without another resource but still in housing should be recorded as permanently housed without an ongoing subsidy.

### **13. Grievances and Appeals**

#### 13.1 Program Appeals

ESG-CV subrecipients must notify participants of the agency's grievance policy at the time of program enrollment, including providing them with a written copy of the policy and keeping a copy of a signed version of the policy or other notification in the participant file. Housing agencies will follow their agency grievance and appeals process, through to the level of the highest ranking staff member of the agency or as may be otherwise specified in the agency's approved policy and procedures.

#### 13.2 Appeal to Recipient

If there is a grievance specific to the ESG-CV program which has not been resolved through the agency grievance process, ESG program participants may appeal to the local Recipient. Recipients will follow their appeal process.

(Place on letterhead)

**ESG-CV Program Participation Agreement**

(click [here](#) to return to relevant section of the manual)

**The ESG-CV Rapid Rehousing Program** provides time-limited financial assistance and supportive services, if requested, to help households impacted by the COVID-19 pandemic gain housing and remain housed. I understand that this program may provide me with some or all of the following services:

1. Short to medium term financial assistance to support gaining and retaining housing which may include rental deposits, short to medium term rental assistance payments, and other assistance designed to help secure or retain housing.
2. Assistance finding and obtaining rental housing such as assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.
3. Assistance developing an individualized service plan, and support to achieve my self-determined goals.
4. Referrals and support to apply for benefits for which I or a member of my household may be eligible.
5. Other services related to securing and retaining housing and to participation in services for which I and my household are eligible and wish to use.

I agree to do the following:

1. Provide accurate and honest information regarding myself and my household to the program as needed to determine eligibility.
2. Provide current proof of income when requested.
3. Pay my portion of rent on time every month and *immediately* advise the program if I have any trouble in doing so.
4. Provide any documentation required by the program as it pertains to my rent status or income, my household composition, the status of payments to my landlord, lease violations, or other information as may be needed to continue my participation.
5. Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
6. Respond in a timely fashion to offers of alternative and longer-term housing resources or programs.
7. Be contacted for follow-up phone calls about my participation for up to 24 months after I complete the program.

**Certifications: (please initial each line and sign below)**

I certify that I/my household do not have the financial resources or support networks to secure housing without assistance. \_\_\_\_\_

I certify that I/my household are not currently receiving any other tenant-based rental subsidy nor am I/are we being provided with replacement housing payments under the Uniform Relocation Act. \_\_\_\_\_

I have been given a copy of the Grievance Procedure and of the Notice of Occupancy Rights \_\_\_\_\_

I understand that this program is time-limited and will not provide financial assistance for more than the maximum permitted period \_\_\_\_\_

I understand that neither \_\_\_\_\_ (Agency name), \_\_\_\_\_ (Recipient Name) nor any party to the ESG-CV Program is responsible for my rent or for the terms of any lease I may sign. \_\_\_\_\_

I understand that my participation may terminated if I do not follow the terms of this participation agreement. \_\_\_\_\_

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

Other Household Members: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Program Specialist Name: \_\_\_\_\_ Agency Name : \_\_\_\_\_

Program Specialist Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Rent Reasonableness and FMR Certification**

(click [here](#) to return to relevant section of the manual)

|                                              | PROPOSED UNIT | COMPARISON UNIT #1 | COMPARISON UNIT #2 | COMPARISON UNIT #3 |
|----------------------------------------------|---------------|--------------------|--------------------|--------------------|
| ADDRESS                                      |               |                    |                    |                    |
| NUMBER OF BEDROOMS                           |               |                    |                    |                    |
| SQUARE FEET                                  |               |                    |                    |                    |
| TYPE OF UNIT/CONSTRUCTION                    |               |                    |                    |                    |
| HOUSING CONDITION                            |               |                    |                    |                    |
| LOCATION/ACCESSIBILITY                       |               |                    |                    |                    |
| AMENITIES<br>UNIT:<br>SITE:<br>NEIGHBORHOOD: |               |                    |                    |                    |
| AGE IN YEARS                                 |               |                    |                    |                    |
| UTILITIES (TYPE)                             |               |                    |                    |                    |
| UNIT RENT<br>UTILITY ALLOWANCE<br>GROSS RENT |               |                    |                    |                    |
| HANDICAP ACCESSIBLE?                         |               |                    |                    |                    |

A. Comparison with FMR or applicable Payment Standard

$$\underline{\hspace{2cm}} \text{ Proposed Contract Rent} + \underline{\hspace{2cm}} \text{ Utility Allowance} = \underline{\hspace{2cm}} \text{ Proposed Gross Rent}$$

Approved rent [ ] does [ ] does not exceed applicable Payment Standard of \$\_\_\_\_\_.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Rental Assistance Agreement Letter**

(click [here](#) to return to relevant section of the manual)

(date)

(landlord address)

\_\_\_\_\_ (Participant Name) has been approved to receive temporary financial assistance through the Emergency Solutions Grant- CV program. The program is designed to help the participant secure and retain housing and be a successful tenant. Our agency will maintain regular contact during their time in the program to assist them with any problems related to their housing or tenancy. The program does not, however, assume any responsibility for the tenant’s rent or for compliance with the lease. The tenant is fully responsible for complying with the terms of the lease he/she/they have with you.

The person named above has been approved for assistance with (check all that apply):

- A rental deposit in the amount of \$ \_\_\_\_\_
- A monthly rental subsidy in the amount of \$ \_\_\_\_\_ (currently approved until \_\_\_\_\_ date. This subsidy may be extended at the program’s discretion)

All other payments under the terms of the lease are the responsibility of the tenant.

[Name of Housing Agency] \_\_\_\_\_, will provide the above housing assistance payments to you beginning \_\_\_\_\_ [date]. By signing below, you agree to apply all payments you receive on the tenant’s behalf toward the specified housing-related costs on the check. The termination of housing assistance payments shall not affect the household's other rights under the lease.

The tenant is required to notify us if he or she moves; however, if you ever receive a subsidy check for a tenant who has moved, it is your responsibility to return the check to us. Financial assistance from this program can only be used toward the housing-related costs of the tenant named above while he/she/they reside in your housing. You also must notify us if during the term of this agreement you notify the tenant to vacate or if you lodge any complaint under state or local law to commence an eviction.

You are welcome to contact me if you have any questions or concerns regarding the program. [ Name, title at XXX XXX-XXXX or housing specialist @ agency.org]. Thank you for working with us.

Sincerely,

**I have read this agreement and I agree to accept payments on behalf of the tenant listed above as described in this letter. I have provided a W-9 form to the agency.**

Property Owner/Property Manager Name: \_\_\_\_\_

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

**Notification of Termination of ESG-CV Assistance**

(click [here](#) to return to relevant section of the manual)

You/your household has violated the terms of your ESG-CV Participation Agreement, signed by \_\_\_\_\_ on \_\_\_\_\_ (date.) The program violation(s) consist of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The program is hereby advising you that as of \_\_\_/\_\_\_/\_\_\_\_\_ no further financial assistance will be provided to you/your household.

**You/your household will be solely responsible for covering all housing and utility costs as of that date, per the terms of your lease with your landlord.**

\_\_\_\_\_ (staff signature) \_\_\_\_\_ (date)

I have reviewed and authorized this notification:

\_\_\_\_\_ (Supervisor signature) \_\_\_\_\_ (date)

**Procedure for due process:** If you disagree with this determination, you may request a review of this decision within 10 days of the date of this notice by making a request **in writing\*** to:

{job title}

{Address}

{Address}

The {job title} will review your request and may investigate your claims, ask to interview you, members of your household, your landlord, or call a hearing with yourself, agency staff, and any others that may be needed to review this decision. The {job title} must review your request and make a final determination within 14 calendar days. A written notice of the final decision will be provided to you.

*\*Reasonable accommodation: If you are unable to prepare a request in writing due to a disability and need a reasonable accommodation, you may request a specific accommodation, such as assistance in preparing the request, from the program manager or another staff member.*

**NOTICE OF PUBLIC HEARING  
BERKELEY CITY COUNCIL  
&  
REQUEST FOR COMMENTS ON THE CITY'S ANNUAL ACTION PLAN**

The Health, Housing & Community Services Department is proposing a Public Hearing addressing the proposed **Annual Action Plan for Program Year (PY) 2022** (7/01/22-6/30/23) which includes recommended allocations of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnership Program (HOME) funds.

The hearing will be held on **Tuesday, April 26, 2022, at 6:00 P.M.**, via videoconference pursuant to Governor's Executive Order N-29-20.

A copy of the agenda material for this hearing will be available on the City Council agenda webpage at [https://www.cityofberkeley.info/Clerk/City\\_Council/City\\_Council\\_Agenda\\_Index.aspx](https://www.cityofberkeley.info/Clerk/City_Council/City_Council_Agenda_Index.aspx) in advance of the meeting. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology.**

The proposed **PY 2022 Annual Action Plan** required by the U.S. Department of Housing and Urban Development, outlines the City's housing and community development program for the period July 1, 2022 through June 30, 2023. The plan also outlines the allocation of \$2,672,368 (estimate) in **Community Development Block Grant (CDBG)** funds available for housing related activities, improvement of public facilities, public services, and planning and administration. In addition, the plan outlines the proposed use of approximately \$233,523 (estimate), the majority of which is used for rapid re-housing financial assistance, outreach and/or shelter for people who are homeless in Berkeley under the **Emergency Solutions Grant (ESG)**, and the use of approximately \$754,813 (estimate) in **HOME** funds for affordable housing development and rehabilitation.

**PUBLIC COMMENT PERIOD:** The public also has from March 25, 2022 through April 26, 2022 to submit written comments on the PY2022 Annual Action Plan. **A draft of the Plan will be available for public review** on the web at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160>.

**All written comments must be sent to both [rbabka@cityofberkeley.info](mailto:rbabka@cityofberkeley.info) AND [CPD\\_COVID-19WaiverSFO@hud.gov](mailto:CPD_COVID-19WaiverSFO@hud.gov) no later than April 26, 2022, at 5:00 p.m.**

For more information only, contact Rhianna Babka (email: [rbabka@cityofberkeley.info](mailto:rbabka@cityofberkeley.info)) at the Health, Housing and Community Services Department 2180 Milvia Street, 2<sup>nd</sup> Floor, Berkeley, 94704.

**Accommodations Provided Upon Request.** To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6342 (V) or 981-6345 (TDD) at least three business days before the meeting date. Providing at least three working days' notice will help to ensure availability at the meeting.

El Departamento de Servicios de Salud, Vivienda y Servicios Comunitarios propone una audiencia pública para tratar el **Plan de Acción Anual para el Año (PY) 2022** (7/01/22 - 6/30/23), el cual incluye las asignaciones recomendadas de fondos de la Beca de Desarrollo del Bloque Comunitario (Community Development Block Grant- CDBG), Beca de Soluciones de Emergencia (Emergency Solutions Grant - ESG) y la beca HOME.

Conforme a la Orden Ejecutiva N-29-20 emitida por el Gobernador Newsom, esta audiencia pública será llevada a cabo virtualmente el **martes 26 de abril de 2022**.

Una copia de la agenda para esta audiencia será disponible en la página electrónica [https://www.cityofberkeley.info/Clerk/City\\_Council/City\\_Council\\_Agenda\\_Index.aspx](https://www.cityofberkeley.info/Clerk/City_Council/City_Council_Agenda_Index.aspx) antes de la audiencia. Una vez que la agenda sea publicada, esta incluirá un enlace (link) para la participación pública usando la tecnología de Zoom.

El **Plan de Acción Anual PY 2022** que cubre el período a partir del 1ro de julio de 2022 hasta el 30 de junio de 2023 es un requisito del Departamento de Vivienda y Desarrollo Urbano de los E.E. U.U. (HUD por sus siglas en inglés) y resume los programas de vivienda y desarrollo comunitario. El plan también enumera la distribución de aproximadamente \$2,672,368 que la Ciudad recibirá por medio de la de la Beca de Desarrollo del Bloque Comunitario (Community Development Block Grant - CDBG) para financiar programas de vivienda, mejoras de infraestructura de edificios públicos, servicios públicos y la administración y planificación de los mismos. Además, el plan también explica el uso propuesto de aproximadamente \$233,523 que en su gran mayoría será usado para la relocalización rápida de vivienda dando ayuda financiera, información y/o refugio a las personas desamparadas de Berkeley, estos fondos son parte de la Beca de Soluciones de Emergencia (Emergency Solutions Grant - ESG). También explica cómo se usarán los fondos de la Beca HOME, aproximadamente \$754,813 que se usarán para el desarrollo y rehabilitación de viviendas.

**PERIODO DE COMENTARIO PÚBLICO:** A partir del 25 de marzo del 2022 y hasta el 26 de abril del 2022, el público podrá presentar comentarios por escrito sobre el Plan de Acción Anual PY 2022. Un borrador del **Plan está disponible al público** en el Internet en la página electrónica <http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160>. Cualquier comentario escrito tiene que ser entregado a [rbabka@cityofberkeley.info](mailto:rbabka@cityofberkeley.info) Y [CPD\\_COVID-19WaiverSFO@hud.gov](mailto:CPD_COVID-19WaiverSFO@hud.gov) a más tardar el 26 de abril de 2022 a las 5:00 p.m.

Si necesitan más información o si desean presentar comentarios por escrito, favor comunicarse con Roxana Andrade-Lizarzaburu al 510.981.5402 o por correo electrónico a [randrade@cityofberkeley.info](mailto:randrade@cityofberkeley.info) .

伯克萊市  
公眾視訊聽證會通知  
及  
計劃評論徵求  
關於市政府的年度行動之綜合計劃書

伯克萊市房屋及社區服務部門將提出公開聽證會針對市政府的**2022服務行動計劃年度 (PY) (07/01/2022-06/30/2023) 行動之綜合計劃書**。伯克萊市政府將邀請公眾人士對伯克萊市政府的年度行動之綜合計劃書加以檢討及評論。該計劃書將提出對於社區發展經費 (CDBG)，緊急解決方案撥款 (ESG) 和房屋投資合作計劃 (HOME) 的資金分配建議。

此次聽證會將在2022年4月26日，星期二，下午6:00舉行。这次会议將會是根据加利福尼亞州第N-29-20号行政命令通过电视会议进行。

該聽證會議程材料的副本可於聽證會舉行之前在市議會議程網頁上找到：

[https://www.cityofberkeley.info/Clerk/City\\_Council/City\\_Council\\_Agenda\\_Index.aspx](https://www.cityofberkeley.info/Clerk/City_Council/City_Council_Agenda_Index.aspx) 發布後，本次會議的議程將包括一個使用Zoom video技術的公眾參與鏈接。

此**2022服務行動計劃年度之綜合計劃書**擬議計劃是根據住房和城市發展部門 (HUD) 財務資助接受者所提出的流程。此計劃書概述了伯克萊市政府的城市住房和社區發展計劃。該計劃書有效運轉期為2022年7月1日至2023年6月30日。該計劃還概述了在**社區發展經費 (CDBG)** 中分配的\$2,672,368美元 (估計)，用於與住房有關的活動，公共設施的改善，公共服務以及規劃和管理。此外，該計劃還概述了大約\$233,523美元 (估計) 的擬議用途，其中大部分用於根據**緊急解決方案撥款 (ESG)** 為伯克利無家可歸者提供快速重新安置的財政援助，外展和/或庇護，以及動用約\$754,813美元 (估計) 的**HOME**資金用於經濟適用房的開發和修復。

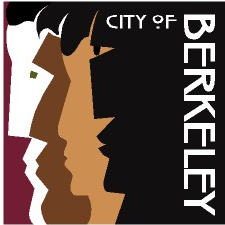
**公共評論期**：公眾可以在2022年3月25日至2022年4月26日之間提交書面評論。該計劃的草案可在以下網站上進行公開審查：

<http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160>

所有书面评论必须不迟于**2022年4月26日下午5:00**同時发送至**rbabka@cityofberkeley.info**和**CPD\_COVID-19WaiverSFO@hud.gov**。

請僅在需要更多有關此主題信息時，聯繫伯克萊市房屋及社區服務部門的Rhianna Babka小姐(電郵：[rbabka@cityofberkeley.info](mailto:rbabka@cityofberkeley.info))，地址: 2180 Milvia St., 2nd Floor, Berkeley, CA 94704。

市政府將根據要求提供視聽支持。如果您需要有關於殘障人士的技術協助，包括輔助工具或服務，請至少在會議開始前三個工作日致電(510) 981-6342 (V) 或 (510)981-6345 (TDD) 與殘疾服務專員聯繫。如能在會議日期前三個工作日發出技術協助通知，我們將盡力確保您毫無困難地參加會議。



Terry Taplin  
Councilmember District 2

## SUPPLEMENTAL AGENDA MATERIAL for Supplemental Packet 3

**Meeting Date:** January 25, 2022

**Item Number:** 27

**Item Description:** Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code

**Submitted by:** Councilmember Taplin

The District 2 office submits the following amendments to the District 4 office's supplemental for consideration:

1. Amend Section 1302.3(c)(1): replace subsection with affirmation that "existing laws prohibiting trespassing and unlawful search and seizure shall be followed."
2. Amend Section 1302.3(c)(2): append reference to existing BPD policies prohibiting harassment and intimidation, and pertinent disciplinary actions, including but not limited to General Order P-26.
3. Strike Section 1302.3(c)(6). This would prohibit the use of parking enforcement ALPR data in criminal investigations, even if parked vehicles are in a crime scene under investigation, thus endangering public safety by hindering investigatory capacity.
4. Strike Section 1302.3(c)(7). Parking Enforcement Officers (PEOs) should be able to match ALPR data to other databases where information on suspended or revoked licenses and open arrest warrants may be stored. Stolen vehicles are not the only public safety purpose in which PEOs may be of assistance.
5. Amend Section 1302.4: specify that only authorized staff may access CLETS data pursuant to the California Department of Justice's CLETS Policies, Practices, and Procedures Section 1.9.3 and Section 1.9.4.

## Surveillance Use Policy – Automatic License Plate Readers

### 1302.1 PURPOSE

This Surveillance Use Policy is legally-enforceable pursuant to BMC 2.99.

The policy of the Berkeley Police Department is to utilize ALPR technology to capture and store digital license plate data and images for Parking Enforcement Operations and Parking Occupancy Analysis while recognizing the established privacy rights of the public.

### 1302.2 DEFINITIONS

“Alleged Parking Violation” means an alleged violation of time limits in parking areas designated by state and local law, or a violation of time limits and/or non-permit parking in the City’s RPP zones.

“ALPR Read Image” means images of license plates, vehicles, wheels or any other incidentally captured image.

“ALPR Read” means computer-readable data captured by an ALPR Reader, including ALPR Read Image and associated ALPR Read Metadata. ~~ALPR Reads are transient means to create potential government records, to include Parking Occupancy Analysis data and Enforced Citations, and therefore shall not be considered a government record itself pursuant to Government Code § 34090.6.~~

“ALPR Hit” means an Alleged Parking Violation or State Stolen ~~or Wanted~~ System alert resulting from computer generated analysis of ALPR Reads by the Genetec ALPR System resulting in an apparent:

- (1) match between an ALPR Read and ALPR Read Metadata stored in the Genetec ALPR System, to include the State Stolen ~~or Wanted~~ System; or
- (2) incongruence between an ALPR Read and permit information stored in the Passport Parking Management System.

“ALPR Read Metadata” means any image-based or other metadata, including but not limited to, global positioning system coordinates, block face information, tire position information, digitized license plates in alphanumeric characters, and timestamps.

“Automated License Plate Reader” or “ALPR” means one or more Genetec AutoVu mobile cameras affixed to Parking Enforcement Scooters and combined with computer software and algorithms to read and convert images of license plates, the characters they contain, and associated ALPR Read Metadata related to Parking Enforcement Operations or Parking Occupancy Analysis into computer-readable data.

“Deploy” or “Deployment” means any operation or use of ALPR Readers affixed to Parking Enforcement Scooters.



“Enforced ALPR Hit” means an Alleged Parking Violation confirmed by a Parking Enforcement Officer that results in the transmission of associated ALPR Read Image and ALPR Read Metadata to the Passport Parking Management System for storage in a database as a government record for the purpose of citation processing.

“Genetec ALPR System” means the computerized Genetec server and database that stores and pushes ALPR Read Metadata generated by ALPR Readers.

“Residential Parking Permits” or “RPP” means an annual, visitor, merchant or in-home care parking permit, typically represented by a vehicle’s license plate, and associated with the City’s Residential Parking Permit program across designated zones.

“Parking Enforcement Scooter” means the GO-4 three-wheeled parking enforcement vehicle.

“Parking Enforcement Officers” means employees of the City who work weekly rotations on Parking Enforcement Operations beats throughout the City and are properly trained to operate ALPRs and access the Genetec ALPR System.

“Parking Enforcement Operations” means Parking Enforcement Officer enforcement of parking regulations associated with local ordinances, the California Vehicle Code, and State Stolen ~~or Wanted~~ System enforcement through Parking Enforcement Scooter-based automated (ALPR) and non-automated means.

“Personally Identifiable Information” or “PII” means information:

- (1) that directly identifies an individual (e.g., name, address, vehicle registration number, or other identifying number or code, telephone number, email address, etc.) or
- (2) by which the City or other agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification.

“Parking Occupancy Analysis” means ongoing computational or algorithmic analyses performed by Passport Parking Management System or the City of Berkeley on ALPR Read Metadata regarding the occupancy of total parking spaces across commercial districts as part of goBerkeley, the City’s data-driven, demand-responsive parking management program. ALPR Read Metadata data associated with Parking Occupancy Analysis shall not include any license plate or other PII information.

“Parking Permit Application” means an application submitted to the City for RPP or other permit that may include but is not limited to PII such as names, address, photo identification, vehicle registration (license plate and vehicle identification number), phone number and email address.

“Passport Automatic Occupancy Data Collection System” means the server and database whereby the Passport Parking Management System vendor, on behalf of the City, downloads, stores and transfers Parking Occupancy Analysis ALPR Read

Metadata stripped of any and all PII before being transferred to the goBerkeley program.

“Passport Parking Management System” means the servers and databases maintained by Passport Labs Incorporated, containing the database of the license plate numbers and other PII associated with Parking Permit Applications and Residential Parking Permits, and including historic parking citation data, to include Enforced Hits.

“PocketPEO” means a mobile device providing handheld ticket issuance and ALPR data reference capabilities.

“State Stolen ~~or Wanted~~ System” means information from the California Law Enforcement Telecommunications System's (CLETS) Department of Motor Vehicles (DMV) Stolen Vehicle System (SVS) database providing data regarding stolen vehicles, ~~and the Federal Bureau of Investigation's National Crime Information Center (NCIC) database of and wanted vehicles.~~

### 1302.3 AUTHORIZED AND PROHIBITED USES

Use of an ALPR is restricted to the purposes outlined below.

All data and images gathered by the ALPR are for official use by the Berkeley Police Department for Parking Enforcement Operations and may be retroactively queried in limited circumstances only as specified by this policy.

~~In addition, ALPR data may be used by the Finance, Information Technology (IT), Customer Service, and Public Works Departments only as specified herein this policy, and consistent with Parking Enforcement Operations and Parking Occupancy Analysis. Since such data may contain confidential information, it is not Data that is considered confidential under recent state Supreme Court rulings is not open to public review, except as specified.~~

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Berkeley Police Department members or other Departments shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Anyone who engages in an impermissible use of the Genetec ALPR system or associated scan files or hot lists may be subject to administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.

(a) An ALPR shall only be Deployed and used for Parking Enforcement Operations, and Parking Occupancy Analysis.

(b) ALPR data strictly obtained from Parking Enforcement Operations retained pursuant to this use policy, including data and metadata associated with ALPR Reads and Hits,

may be used to support a specific criminal investigation only pursuant to a valid court order, subpoena, or a search warrant.

(c) The following uses of the Genetec ALPR System are specifically prohibited:

(1) Invasion of Privacy

~~Except when done pursuant to a court order, subpoena, or a search warrant, it is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment). Existing laws prohibiting trespassing and unlawful search and seizure shall be followed.~~

(2) Harassment or Intimidation

It is a violation of this Policy to use the Genetec ALPR system to harass and/or intimidate any individual or group, pursuant to BPD General Order P-26.

(3) Use Based on a Protected Characteristic.

It is a violation of this Policy to use the ALPRs or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by state and federal law.

(4) Personal Use

It is a violation of this Policy to use the Genetec ALPR System or associated ALPR Read data or the State Stolen or Wanted System hot lists for any personal purpose.

(5) First Amendment Rights

It is a violation of this Policy to use ALPRs or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

~~(6) Criminal Enforcement~~

~~It is a violation of this Policy to use or Deploy ALPRs to scan or canvass license plates in connection with any crime scene, patrol operation, or investigation.~~

~~(7) Use of Hot Lists~~

~~It is a violation of this Policy to use the Genetec ALPR System in conjunction with any hot list other than the State Stolen or Wanted System.~~

**1302.4 DATA COLLECTION AND RETENTION**

The Investigations Division Captain, or their designee, is responsible for ensuring proper collection and retention of ALPR data. Technical support and assistance shall be provided by the City of Berkeley's IT department and associated Genetec ALPR system providers/vendors as identified below.

IT's role will be limited to providing initial infrastructure set-up and accessing or viewing individual records or reports (potentially including PII or CLETS information as authorized by the Chief of Police), limited to the purposes of testing the accuracy of the equipment. Genetec ALPR System data provided to Parking Control Officers may also contain confidential CLETS information and is not open to public review.

ALPR information gathered and retained by the Berkeley Police Department may only be used and shared with prosecutors or other law enforcement agencies pursuant to a valid court order, subpoena, or a search warrant and as limited by this policy.

(a) ALPR Read Images

ALPR Read Images and Metadata resulting from ALPR Reads stored locally on Parking Control Officer Vehicle laptops and PocketPEO shall be purged at least nightly.

In no case shall ALPR Read Images resulting from ALPR Reads be transmitted to or stored in the Genetec ALPR System.

(b) ALPR Reads Not Resulting in ALPR Hits

All ALPR Read Metadata from ALPR Reads transmitted and stored in the Genetec ALPR System shall be purged within five (5) days consistent with the City's 72-Hour Rule (BMC Section 14.36.050).

In no case shall ALPR Read Metadata in the form of license plate data or other PII be transmitted to or stored in the Passport Automatic Occupancy Data Collection System.

(c) ALPR Hits

All ALPR Read Images, Metadata, and Hits resulting from ALPR Reads stored locally on Parking Control Officer Vehicle laptops and PocketPEO shall be purged at least nightly.

In no case shall data associated with ALPR Hits be transmitted to or stored in the Genetec ALPR System, nor shall license plate data or other PII included as part of ALPR Read Metadata be transmitted to or stored by the City for Parking Occupancy Analysis (goBerkeley), to include the Passport Automatic Occupancy Data Collection System or as City Department records.

(d) Unenforced ALPR Hits

All erroneous and unenforced ALPR Hit data and Read Metadata shall be purged locally at least nightly.

(e) Enforced ALPR Hits

Only ALPR Read Images and Metadata associated with Enforced ALPR Hits shall be downloaded to the Passport Parking Management servers with a minimum retention period of one year (~~Government Code § 34090.6~~) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal action pursuant to a valid court order, subpoena, or a search warrant or civil action or is subject to a lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

### 1302.5 DATA ACCESS

(a) Only properly trained Parking Control Officers and information technology personnel are allowed access to the Genetec ALPR system or to collect ALPR information.

(b) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training, which shall include complying with this use policy.

(c) No ALPR operator may access California Law Enforcement Telecommunications System (CLETS) data unless otherwise authorized to do so pursuant to California Department of Justice's CLETS Policies, Practices, and Procedures Section 1.9.3 and Section 1.9.4

~~(c)~~ If a Sworn officer is called to verify a stolen vehicle, if practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR Hit.

~~(e) Police will not take any police action that restricts the freedom of any individual based solely on an ALPR Hit unless it has been validated as described above in (d).~~

~~(1) Police need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.~~

~~(2) Prior to initiation of a stop of a vehicle or other intervention based on an ALPR Hit, Department members shall undertake the following:~~

~~(i) Verification of status on State Stolen or Wanted System.~~

~~An officer must receive confirmation from a Police Department Communications Dispatcher or other department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).~~

~~(ii) Visual verification of license plate number.~~

(d) Sworn Officers shall visually verify that the license plate of interest matches identically with the ALPR Read Image of the license plate number captured (ALPR Read) by the ALPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as an ALPR Hit in a specific State Stolen ~~or Wanted~~-System list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

#### **1302.6 CIVIL LIBERTIES AND RIGHTS PROTECTION:**

The Berkeley Police Department is dedicated to the most efficient utilization of its resources and services in its public safety endeavors. The Berkeley Police Department recognizes the need to protect its ownership and control over shared information and to protect the privacy and civil liberties of the public, in accordance with federal and state law. The procedures described within this policy (Data Access, Data Protection, Data Retention, Public Access and Third-Party Data Sharing) protect against the unauthorized use of ALPR data. These policies ensure the data is not used in a way that would violate or infringe upon anyone's civil rights and/or liberties, including but not limited to impacts that may violate the First and Fourth Amendments and other potentially disparate or adverse impacts on any communities or groups.

The Berkeley Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for the purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

#### **1302.7 PUBLIC ACCESS**

Non-law enforcement requests for information regarding a specific vehicle's license plate may be honored when the requester is the registered owner of the vehicle in question, and when providing such information will not invade the privacy of a third party. The requester in such cases must provide acceptable proof of his or her identity and of ownership of the vehicle in question.

#### **1302.8 THIRD-PARTY DATA-SHARING**

(a) Non-law enforcement requests for access to stored ALPR data related to parking management shall be processed according to this policy, and the Records Maintenance and Release Policy in accordance with applicable law.

(b) The ALPR data may be shared only with other law enforcement or prosecutorial agencies ~~for official law enforcement purposes or~~ as permitted by this policy ~~and under~~

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~~no circumstances- ALPR data is subject to the provisions of BPD Policy 415, and hence may not~~ be shared with federal immigration enforcement officials.

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Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided by this policy and in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

Aggregated ALPR data not related to specific criminal investigations authorized by a court order, subpoena, or search warrant shall not be released to any local, state or federal agency or entity without the express written consent of the City Manager and only in accordance with this Use Policy.

Third-party data-sharing shall be subject to non-privileged and non-confidential City Council notification pursuant to BMC 2.99.020 (2) (a).

### **1302.9 TRAINING AND ALPR ADMINISTRATOR**

Training for the operation of ALPR technology shall be provided by BPD personnel. All BPD employees who utilize ALPR technology shall be provided a copy of this Surveillance Use Policy.

(1) The Investigations Division Captain shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(i) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the Genetec ALPR system or to collect ALPR information.

(ii) Ensuring that training requirements are completed for authorized users. The Administrator shall ensure that members receive department-approved training for those authorized to use or access ALPRs (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(iii) A description of how the Genetec ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(iv) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52 and this Use Policy.

(v) The title and name of the current designee in overseeing the ALPR operation.

(vi) Ensuring this policy and related procedures are conspicuously posted on the City's website.

### **1302.10 AUDITING AND OVERSIGHT**

Genetec ALPR System audits will be conducted by the Professional Standards Bureau's (PSD) Audit and Inspections Sergeant pursuant to ~~Municipal Code Section~~BMC 2.99.020 4. k. on a regular basis, at least biannually.

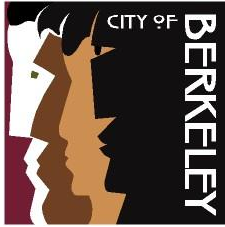
(1) Any unauthorized access or data breach shall be reported immediately to the City Manager.

(2) The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be placed into the annual report filed with the City Council pursuant to BMC Section 2.99.020 2. d., published on the City of Berkeley website in an appropriate location, and retained by PSD.

#### **1302.11 MAINTENANCE**

Any installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Investigations Division Captain or his or her designee. The Investigations Division Captain will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.





Kate Harrison  
Councilmember District 4

## REVISED AGENDA MATERIAL for Supplemental Packet 2

**Meeting Date:** November 30, 2021

**Item Number:** 27

**Item Description:** Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code

**Submitted by:** Councilmember Harrison

The supplemental includes updates to the ALPR Use Policy as follows:

- Removes reference to Government Code Section 34090 consistent with SB 34 (providing for a local government to set ALPR retention limits).
- Clarifies that the definition of the State Stolen System includes the DMV's SVS database.
- Clarifies the type of data that is considered confidential pursuant to recent State Supreme Court rulings.
- Fixes inconsistency under the "Invasion of Privacy" section.
- Adds missing reference to state and federal law under "Use Based on a Protected Characteristic" section.
- Clarifies IT's role in maintaining accuracy and functionality of ALPR equipment.
- Further clarifies distinction between ALPR Read Images and ALPR Hits.
- Strikes extraneous language regarding Sworn Officer stolen vehicle verification procedures.
- Clarifies that ALPR data may only be shared with law enforcement or prosecutorial agencies as permitted by the Policy.
- Adds specific references to BMC sections under the auditing and oversight section.
- Adds other non-substantive changes.

## Surveillance Use Policy – Automatic License Plate Readers

### 1302.1 PURPOSE

This Surveillance Use Policy is legally-enforceable pursuant to BMC 2.99.

The policy of the Berkeley Police Department is to utilize ALPR technology to capture and store digital license plate data and images for Parking Enforcement Operations and Parking Occupancy Analysis while recognizing the established privacy rights of the public.

### 1302.2 DEFINITIONS

“Alleged Parking Violation” means an alleged violation of time limits in parking areas designated by state and local law, or a violation of time limits and/or non-permit parking in the City’s RPP zones.

“ALPR Read Image” means images of license plates, vehicles, wheels or any other incidentally captured image.

“ALPR Read” means computer-readable data captured by an ALPR Reader, including ALPR Read Image and associated ALPR Read Metadata. ALPR Reads are transient means to create potential government records, to include Parking Occupancy Analysis data and Enforced Citations, ~~and therefore shall not be considered a government record itself pursuant to Government Code § 34090.6.~~

“ALPR Hit” means an Alleged Parking Violation or State Stolen ~~or Wanted~~ System alert resulting from computer generated analysis of ALPR Reads by the Genetec ALPR System resulting in an apparent:

- (1) match between an ALPR Read and ALPR Read Metadata stored in the Genetec ALPR System, to include the State Stolen ~~or Wanted~~ System; or
- (2) incongruence between an ALPR Read and permit information stored in the Passport Parking Management System.

“ALPR Read Metadata” means any image-based or other metadata, including but not limited to, global positioning system coordinates, block face information, tire position information, digitized license plates in alphanumeric characters, and timestamps.

“Automated License Plate Reader” or “ALPR” means one or more Genetec AutoVu mobile cameras affixed to Parking Enforcement Scooters and combined with computer software and algorithms to read and convert images of license plates, the characters they contain, and associated ALPR Read Metadata related to Parking Enforcement Operations or Parking Occupancy Analysis into computer-readable data.

“Deploy” or “Deployment” means any operation or use of ALPR Readers affixed to Parking Enforcement Scooters.

“Enforced ALPR Hit” means an Alleged Parking Violation confirmed by a Parking Enforcement Officer that results in the transmission of associated ALPR Read Image and ALPR Read Metadata to the Passport Parking Management System for storage in a database as a government record for the purpose of citation processing.

“Genetec ALPR System” means the computerized Genetec server and database that stores and pushes ALPR Read Metadata generated by ALPR Readers.

“Residential Parking Permits” or “RPP” means an annual, visitor, merchant or in-home care parking permit, typically represented by a vehicle’s license plate, and associated with the City’s Residential Parking Permit program across designated zones.

“Parking Enforcement Scooter” means the GO-4 three-wheeled parking enforcement vehicle.

“Parking Enforcement Officers” means employees of the City who work weekly rotations on Parking Enforcement Operations beats throughout the City and are properly trained to operate ALPRs and access the Genetec ALPR System.

“Parking Enforcement Operations” means Parking Enforcement Officer enforcement of parking regulations associated with local ordinances, the California Vehicle Code, and State Stolen ~~or Wanted~~ System enforcement through Parking Enforcement Scooter-based automated (ALPR) and non-automated means.

“Personally Identifiable Information” or “PII” means information:

- (1) that directly identifies an individual (e.g., name, address, vehicle registration number, or other identifying number or code, telephone number, email address, etc.) or
- (2) by which the City or other agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification.

“Parking Occupancy Analysis” means ongoing computational or algorithmic analyses performed by Passport Parking Management System or the City of Berkeley on ALPR Read Metadata regarding the occupancy of total parking spaces across commercial districts as part of goBerkeley, the City’s data-driven, demand-responsive parking management program. ALPR Read Metadata data associated with Parking Occupancy Analysis shall not include any license plate or other PII information.

“Parking Permit Application” means an application submitted to the City for RPP or other permit that may include but is not limited to PII such as names, address, photo identification, vehicle registration (license plate and vehicle identification number), phone number and email address.

“Passport Automatic Occupancy Data Collection System” means the server and database whereby the Passport Parking Management System vendor, on behalf of the City, downloads, stores and transfers Parking Occupancy Analysis ALPR Read

Metadata stripped of any and all PII before being transferred to the goBerkeley program.

“Passport Parking Management System” means the servers and databases maintained by Passport Labs Incorporated, containing the database of the license plate numbers and other PII associated with Parking Permit Applications and Residential Parking Permits, and including historic parking citation data, to include Enforced Hits.

“PocketPEO” means a mobile device providing handheld ticket issuance and ALPR data reference capabilities.

“State Stolen ~~or Wanted~~ System” means information from the California Law Enforcement Telecommunications System's (CLETS) Department of Motor Vehicles (DMV) Stolen Vehicle System (SVS) database providing data regarding stolen vehicles, ~~and the Federal Bureau of Investigation's National Crime Information Center (NCIC) database of and wanted vehicles.~~

### 1302.3 AUTHORIZED AND PROHIBITED USES

Use of an ALPR is restricted to the purposes outlined below.

All data and images gathered by the ALPR are for official use by the Berkeley Police Department for Parking Enforcement Operations and may be retroactively queried in limited circumstances only as specified by this policy.

In addition, ALPR data may be used by the Finance, Information Technology (IT), Customer Service, and Public Works Departments only as specified ~~herein~~ this policy, and consistent with Parking Enforcement Operations and Parking Occupancy Analysis. ~~Since such data may contain confidential information, it is not~~ Data that is considered confidential under recent state Supreme Court rulings is not open to public review, ~~except as specified.~~

Berkeley Police Department members or other Departments shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Anyone who engages in an impermissible use of the Genetec ALPR system or associated scan files or hot lists may be subject to administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.

(a) An ALPR shall only be Deployed and used for Parking Enforcement Operations, and Parking Occupancy Analysis.

(b) ALPR data strictly obtained from Parking Enforcement Operations retained pursuant to this use policy, including data and metadata associated with ALPR Reads and Hits, may be used to support a specific criminal investigation only pursuant to a valid court order, subpoena, or a search warrant.

(c) The following uses of the Genetec ALPR System are specifically prohibited:

(1) Invasion of Privacy

~~Except when done pursuant to a court order, subpoena, or a search warrant, i~~It is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).

(2) Harassment or Intimidation

It is a violation of this Policy to use the Genetec ALPR system to harass and/or intimidate any individual or group.

(3) Use Based on a Protected Characteristic.

It is a violation of this Policy to use the ALPRs or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by state and federal law.

(4) Personal Use

It is a violation of this Policy to use the Genetec ALPR System or associated ALPR Read data or the State Stolen ~~or Wanted~~ System hot lists for any personal purpose.

(5) First Amendment Rights

It is a violation of this Policy to use ALPRs or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

(6) Criminal Enforcement

It is a violation of this Policy to use or Deploy ALPRs to scan or canvass license plates in connection with any crime scene, patrol operation, or investigation.

(7) Use of Hot Lists

It is a violation of this Policy to use the Genetec ALPR System in conjunction with any hot list other than the State Stolen ~~or Wanted~~ System.

### 1302.4 DATA COLLECTION AND RETENTION

The Investigations Division Captain, or their designee, is responsible for ensuring proper collection and retention of ALPR data. Technical support and assistance shall be provided by the City of Berkeley's IT department and associated Genetec ALPR system providers/vendors as identified below.

IT's role will be limited to providing initial infrastructure set-up and accessing or viewing individual records or reports (potentially including PII or CLETS information as authorized by the Chief of Police), limited to the purposes of testing the accuracy of the equipment. Genetec ALPR System data provided to Parking Control Officers may also contain confidential CLETS information and is not open to public review.

ALPR information gathered and retained by the Berkeley Police Department may only be used and shared with prosecutors or other law enforcement agencies pursuant to a valid court order, subpoena, or a search warrant and as limited by this policy.

(a) ALPR Read Images

ALPR Read Images and Metadata resulting from ALPR Reads stored locally on Parking Control Officer Vehicle laptops and PocketPEO shall be purged at least nightly.

In no case shall ALPR Read Images resulting from ALPR Reads be transmitted to or stored in the Genetec ALPR System.

(b) ALPR Reads Not Resulting in ALPR Hits

All ALPR Read Metadata from ALPR Reads transmitted and stored in the Genetec ALPR System shall be purged within five (5) days consistent with the City's 72-Hour Rule (BMC Section 14.36.050).

In no case shall ALPR Read Metadata in the form of license plate data or other PII be transmitted to or stored in the Passport Automatic Occupancy Data Collection System.

(c) ALPR Hits

All ALPR Read Images, Metadata, and Hits resulting from ALPR Reads stored locally on Parking Control Officer Vehicle laptops and PocketPEO shall be purged at least nightly.

In no case shall data associated with ALPR Hits be transmitted to or stored in the Genetec ALPR System, nor shall license plate data or other PII included as part of ALPR Read Metadata be transmitted to or stored by the City for Parking Occupancy Analysis (goBerkeley), to include the Passport Automatic Occupancy Data Collection System or as City Department records.

(d) Unenforced ALPR Hits

All erroneous and unenforced ALPR Hit data and Read Metadata shall be purged locally at least nightly.

(e) Enforced ALPR Hits

Only ALPR Read Images and Metadata associated with Enforced ALPR Hits shall be downloaded to the Passport Parking Management servers with a minimum retention period of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless

it has become, or it is reasonable to believe it will become, evidence in a criminal action pursuant to a valid court order, subpoena, or a search warrant or civil action or is subject to a lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

### 1302.5 DATA ACCESS

(a) Only properly trained Parking Control Officers and information technology personnel are allowed access to the Genetec ALPR system or to collect ALPR information.

(b) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training, which shall include complying with this use policy.

(c) No ALPR operator may access California Law Enforcement Telecommunications System (CLETS) data unless otherwise authorized to do so.

~~(cd)~~ If a Sworn officer is called to verify a stolen vehicle, if practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR Hit.

~~(e) Police will not take any police action that restricts the freedom of any individual based solely on an ALPR Hit unless it has been validated as described above in (d).~~

~~(1) Police need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.~~

~~(2) Prior to initiation of a stop of a vehicle or other intervention based on an ALPR Hit, Department members shall undertake the following:~~

~~(i) Verification of status on State Stolen or Wanted System.~~

~~An officer must receive confirmation from a Police Department Communications Dispatcher or other department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).~~

~~(ii) Visual verification of license plate number.~~

(d) Sworn Officers shall visually verify that the license plate of interest matches identically with the ALPR Read Image of the license plate number captured (ALPR Read) by the ALPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as an ALPR Hit in a specific State Stolen ~~or Wanted~~ System list are required to make a reasonable effort to



confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

### **1302.6 CIVIL LIBERTIES AND RIGHTS PROTECTION:**

The Berkeley Police Department is dedicated to the most efficient utilization of its resources and services in its public safety endeavors. The Berkeley Police Department recognizes the need to protect its ownership and control over shared information and to protect the privacy and civil liberties of the public, in accordance with federal and state law. The procedures described within this policy (Data Access, Data Protection, Data Retention, Public Access and Third-Party Data Sharing) protect against the unauthorized use of ALPR data. These policies ensure the data is not used in a way that would violate or infringe upon anyone's civil rights and/or liberties, including but not limited to impacts that may violate the First and Fourth Amendments and other potentially disparate or adverse impacts on any communities or groups.

The Berkeley Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for the purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

### **1302.7 PUBLIC ACCESS**

Non-law enforcement requests for information regarding a specific vehicle's license plate may be honored when the requester is the registered owner of the vehicle in question, and when providing such information will not invade the privacy of a third party. The requester in such cases must provide acceptable proof of his or her identity and of ownership of the vehicle in question.

### **1302.8 THIRD-PARTY DATA-SHARING**

(a) Non-law enforcement requests for access to stored ALPR data related to parking management shall be processed according to this policy, and the Records Maintenance and Release Policy in accordance with applicable law.

(b) The ALPR data may be shared only with other law enforcement or prosecutorial agencies ~~for official law enforcement purposes or~~ as permitted by this policy and under no circumstances: ALPR data is subject to the provisions of BPD Policy 415, and hence may not be shared with federal immigration enforcement officials.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided by this policy and ~~in~~ the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

Aggregated ALPR data not related to specific criminal investigations authorized by a court order, subpoena, or search warrant shall not be released to any local, state or



federal agency or entity without the express written consent of the City Manager and only in accordance with this Use Policy.

Third-party data-sharing shall be subject to non-privileged and non-confidential City Council notification pursuant to BMC 2.99.020 (2) (a).

### **1302.9 TRAINING AND ALPR ADMINISTRATOR**

Training for the operation of ALPR technology shall be provided by BPD personnel. All BPD employees who utilize ALPR technology shall be provided a copy of this Surveillance Use Policy.

(1) The Investigations Division Captain shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(i) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the Genetec ALPR system or to collect ALPR information.

(ii) Ensuring that training requirements are completed for authorized users. The Administrator shall ensure that members receive department-approved training for those authorized to use or access ALPRs (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(iii) A description of how the Genetec ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(iv) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52 and this Use Policy.

(v) The title and name of the current designee in overseeing the ALPR operation.

(vi) Ensuring this policy and related procedures are conspicuously posted on the City's website.

### **1302.10 AUDITING AND OVERSIGHT**

Genetec ALPR System audits will be conducted by the Professional Standards Bureau's (PSD) Audit and Inspections Sergeant pursuant to Municipal Code Section BMC 2.99.020 4. k. on a regular basis, at least biannually.

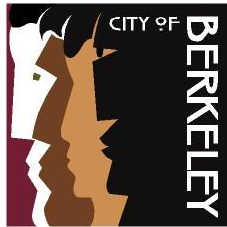
(1) Any unauthorized access or data breach shall be reported immediately to the City Manager.

(2) The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and

any associated documentation shall be placed into the annual report filed with the City Council pursuant to [BMC Section 2.99.020 2. d.](#), published on the City of Berkeley website in an appropriate location, and retained by PSD.

### **1302.11 MAINTENANCE**

Any installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Investigations Division Captain. The Investigations Division Captain will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.



Kate Harrison  
Councilmember District 4

## REVISED AGENDA MATERIAL for Supplemental Packet 1

**Meeting Date:** November 30, 2021

**Item Number:** 27

**Item Description:** Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code

**Submitted by:** Councilmembers Harrison and Hahn

Amends Resolution to adopt a Surveillance Technology Use Policy for Automatic License Plate Readers as required by the Surveillance Technology Ordinance.

To date, Council deferred adoption of a Surveillance Use Policy pursuant to Sections 2.99.020 and 2.99.050 of the Ordinance for Automatic License Plate Readers, including in order to draft a policy with enhanced civil liberties protections. Berkeley Police Department Administrative Order #001-2016, prepared in 2016 before adoption of the Surveillance Ordinance, has served as a de facto ALPR policy, however Administrative Order #001-2016 is out of date and does not satisfy the specific requirements of the Surveillance Ordinance. Adoption of an earlier proposed update to the use policy for ALPRs was deferred by Council as it did not contain sufficient information about data retention and sharing and protection of civil liberties.

The attached Use Policy supersedes Administrative Order #001-2016 and satisfies the requirements of the Ordinance, including providing a legally-enforceable Surveillance Use Policy and enhanced civil liberties protections.

### Use Policy Overview:

- Provides key definitions.
- Authorizes ALPR for Parking Enforcement Operations and Parking Occupancy Analysis.
- Enumerates specifically prohibited uses of ALPR that may impact civil liberties.
- Incorporates key provisions from BPD's previously proposed Policy 1302.

- Addresses the Police Review Commission's concerns, as expressed in their September 11, 2019 letter to Council pursuant to Section 2.99.030, about the previously proposed Use Policy 1302.
- Specifies appropriate data retention periods for ALPR reads and hits.
- Specifies that personally identifiable ALPR data will not be sent to goBerkeley (as confirmed by Transportation Division staff) as part of Parking Occupancy Analysis.
- Specifies that ALPR data obtained from Parking Enforcement Operations, including data and metadata associated with ALPR Reads and Hits, may be used to support a specific criminal investigation only pursuant to a valid court order, subpoena, or a search warrant.
- Restates the City's policy of not sharing of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement.
- Specifies that third-party data-sharing shall be subject to non-privileged and non-confidential City Council notification pursuant to BMC 2.99.020.

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

A RESOLUTION ACCEPTING THE ANNUAL SURVEILLANCE TECHNOLOGY REPORT FOR AUTOMATIC LICENSE PLATE READERS, GPS TRACKERS, BODY WORN CAMERAS, AND THE STREET LEVEL IMAGERY PROJECT AND ADOPTING A SURVEILLANCE TECHNOLOGY USE POLICY FOR AUTOMATIC LICENSE PLATE READERS

WHEREAS, on March 27, 2018, the City Council adopted Ordinance 7,592-N.S., which is known as the Surveillance Technology Use and Community Safety Ordinance (“Ordinance”); and

WHEREAS, Section 2.99.070 of the Ordinance requires that the City Manager must submit to the City Council a Surveillance Technology Report as defined by Section 2.99.020(2) of the Ordinance at the first regular City Council meeting in November; and

WHEREAS, the Surveillance Technology Reports satisfy the requirements of the Ordinance-; and

WHEREAS, Council deferred adoption of a Surveillance Use Policy pursuant to Sections 2.99.020 and 2.99.050 of the Ordinance for Automatic License Plate Readers in order to draft a policy with enhanced civil liberties protections, and heretofore Berkeley Police Department Administrative Order #001-2016, prepared in 2016 before passage of the Surveillance Ordinance, has served as a de facto ALPR policy; and

WHEREAS, the attached Use Policy supersedes Administrative Order #001-2016 and satisfies the requirements of the Ordinance, including providing a legally-enforceable Surveillance Use Policy and enhanced civil liberties protections.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council hereby accepts the Surveillance Technology Reports for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project and adopts a Surveillance Technology Use Policy for Automatic License Plate Readers.

Attachment

1. Surveillance Use Policy – Automatic License Plate Readers

## Surveillance Use Policy – Automatic License Plate Readers

### 1302.1 PURPOSE

This Surveillance Use Policy is legally-enforceable pursuant to BMC 2.99.

The policy of the Berkeley Police Department is to utilize ALPR technology to capture and store digital license plate data and images for Parking Enforcement Operations and Parking Occupancy Analysis while recognizing the established privacy rights of the public.

### 1302.2 DEFINITIONS

“Alleged Parking Violation” means an alleged violation of time limits in parking areas designated by state and local law, or a violation of time limits and/or non-permit parking in the City’s RPP zones.

“ALPR Read Image” means images of license plates, vehicles, wheels or any other incidentally captured image.

“ALPR Read” means computer-readable data captured by an ALPR Reader, including ALPR Read Image and associated ALPR Read Metadata. ALPR Reads are transient means to create potential government records, to include Parking Occupancy Analysis data and Enforced Citations, and therefore shall not be considered a government record itself pursuant to Government Code § 34090.6.

“ALPR Hit” means an Alleged Parking Violation or State Stolen or Wanted System alert resulting from computer generated analysis of ALPR Reads by the Genetec ALPR System resulting in an apparent:

- (1) match between an ALPR Read and ALPR Read Metadata stored in the Genetec ALPR System, to include the State Stolen or Wanted System; or
- (2) incongruence between an ALPR Read and permit information stored in the Passport Parking Management System.

“ALPR Read Metadata” means any image-based or other metadata, including but not limited to, global positioning system coordinates, block face information, tire position information, digitized license plates in alphanumeric characters, and timestamps.

“Automated License Plate Reader” or “ALPR” means one or more Genetec AutoVu mobile cameras affixed to Parking Enforcement Scooters and combined with computer software and algorithms to read and convert images of license plates, the characters they contain, and associated ALPR Read Metadata related to Parking Enforcement Operations or Parking Occupancy Analysis into computer-readable data.

“Deploy” or “Deployment” means any operation or use of ALPR Readers affixed to Parking Enforcement Scooters.

“Enforced ALPR Hit” means an Alleged Parking Violation confirmed by a Parking Enforcement Officer that results in the transmission of associated ALPR Read Image and ALPR Read Metadata to the Passport Parking Management System for storage in a database as a government record for the purpose of citation processing.

“Genetec ALPR System” means the computerized Genetec server and database that stores and pushes ALPR Read Metadata generated by ALPR Readers.

“Residential Parking Permits” or “RPP” means an annual, visitor, merchant or in-home care parking permit, typically represented by a vehicle’s license plate, and associated with the City’s Residential Parking Permit program across designated zones.

“Parking Enforcement Scooter” means the GO-4 three-wheeled parking enforcement vehicle.

“Parking Enforcement Officers” means employees of the City who work weekly rotations on Parking Enforcement Operations beats throughout the City and are properly trained to operate ALPRs and access the Genetec ALPR System.

“Parking Enforcement Operations” means Parking Enforcement Officer enforcement of parking regulations associated with local ordinances, the California Vehicle Code, and State Stolen or Wanted System enforcement through Parking Enforcement Scooter-based automated (ALPR) and non-automated means.

“Personally Identifiable Information” or “PII” means information:

(1) that directly identifies an individual (e.g., name, address, vehicle registration number, or other identifying number or code, telephone number, email address, etc.) or

(2) by which the City or other agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification.

“Parking Occupancy Analysis” means ongoing computational or algorithmic analyses performed by Passport Parking Management System or the City of Berkeley on ALPR Read Metadata regarding the occupancy of total parking spaces across commercial districts as part of goBerkeley, the City’s data-driven, demand-responsive parking management program. ALPR Read Metadata data associated with Parking Occupancy Analysis shall not include any license plate or other PII information.

“Parking Permit Application” means an application submitted to the City for RPP or other permit that may include but is not limited to PII such as names, address, photo identification, vehicle registration (license plate and vehicle identification number), phone number and email address.

“Passport Automatic Occupancy Data Collection System” means the server and database whereby the Passport Parking Management System vendor, on behalf of the City, downloads, stores and transfers Parking Occupancy Analysis ALPR Read

Metadata stripped of any and all PII before being transferred to the goBerkeley program.

“Passport Parking Management System” means the servers and databases maintained by Passport Labs Incorporated, containing the database of the license plate numbers and other PII associated with Parking Permit Applications and Residential Parking Permits, and including historic parking citation data, to include Enforced Hits.

“PocketPEO” means a mobile device providing handheld ticket issuance and ALPR data reference capabilities.

“State Stolen or Wanted System” means information from the California Law Enforcement Telecommunications System's (CLETS) Department of Motor Vehicles (DMV) Stolen Vehicle System (SVS) database providing data regarding stolen vehicles, and the Federal Bureau of Investigation's National Crime Information Center (NCIC) database of wanted vehicles.

### **1302.3 AUTHORIZED AND PROHIBITED USES**

Use of an ALPR is restricted to the purposes outlined below.

All data and images gathered by the ALPR are for official use by the Berkeley Police Department for Parking Enforcement Operations and may be retroactively queried in limited circumstances only as specified by this policy.

In addition, ALPR data may be used by the Finance, Information Technology (IT), Customer Service, and Public Works Departments as specified herein and consistent with Parking Enforcement Operations and Parking Occupancy Analysis. Since such data may contain confidential information, it is not open to public review, except as specified.

Berkeley Police Department members or other Departments shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Anyone who engages in an impermissible use of the Genetec ALPR system or associated scan files or hot lists may be subject to administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.

(a) An ALPR shall only be Deployed and used for Parking Enforcement Operations, and Parking Occupancy Analysis.

(b) ALPR data strictly obtained from Parking Enforcement Operations, including data and metadata associated with ALPR Reads and Hits, may be used to support a specific criminal investigation only pursuant to a valid court order, subpoena, or a search warrant.

(c) The following uses of the Genetec ALPR System are specifically prohibited:



(1) Invasion of Privacy

Except when done pursuant to a court order, subpoena, or a search warrant, it is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).

(2) Harassment or Intimidation

It is a violation of this Policy to use the Genetec ALPR system to harass and/or intimidate any individual or group.

(3) Use Based on a Protected Characteristic.

It is a violation of this Policy to use the ALPRs or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by

(4) Personal Use

It is a violation of this Policy to use the Genetec ALPR System or associated ALPR Read data or State Stolen or Wanted System lists for any personal purpose.

(5) First Amendment Rights

It is a violation of this Policy to use ALPRs or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

(6) Criminal Enforcement

It is a violation of this Policy to use or Deploy ALPRs to scan or canvass license plates in connection with any crime scene, patrol operation, or investigation.

(7) Use of Hot Lists

It is a violation of this Policy to use the Genetec ALPR System in conjunction with any hot list other than the State Stolen or Wanted System.

**1302.4 DATA COLLECTION AND RETENTION**

The Investigations Division Captain, or their designee, is responsible for ensuring proper collection and retention of ALPR data. Technical support and assistance shall be provided by the City of Berkeley's IT department and associated Genetec ALPR system providers/vendors as identified below.

IT staff will not have the ability to access or view individual records or reports, as they may contain PII information they are not authorized to receive. Genetec ALPR System

data provided to Parking Control Officers may also contain confidential CLETS information and is not open to public review. IT's role will be limited to providing initial infrastructure set-up, unless particular IT staff members have been cleared by DOJ background checks and authorized by the Chief of Police to receive PII or CLETS information.

ALPR information gathered and retained by the Berkeley Police Department may only be used and shared with prosecutors or other law enforcement agencies pursuant to a valid court order, subpoena, or a search warrant and as limited by this policy.

(a) ALPR Reads

ALPR Read Images and Metadata resulting from ALPR Reads stored locally on Parking Control Officer Vehicle laptops and PocketPEO shall be purged at least nightly.

In no case shall ALPR Read Images resulting from ALPR Reads be transmitted to or stored in the Genetec ALPR System.

(b) ALPR Reads Not Resulting in ALPR Hits

All ALPR Read Metadata from ALPR Reads transmitted and stored in the Genetec ALPR System shall be purged within five (5) days consistent with the City's 72-Hour Rule (BMC Section 14.36.050).

In no case shall ALPR Read Metadata in the form of license plate data or other PII be transmitted to or stored in the Passport Automatic Occupancy Data Collection System.

(c) ALPR Hits

All ALPR Read Images, Metadata, and Hits resulting from ALPR Reads stored locally on Parking Control Officer Vehicle laptops and PocketPEO shall be purged at least nightly.

In no case shall data associated with ALPR Hits be transmitted to or stored in the Genetec ALPR System, or license plate data or other PII included as part of ALPR Read Metadata be transmitted to or stored by the City for Parking Occupancy Analysis, to include the Passport Automatic Occupancy Data Collection System or as City Department records.

(d) Unenforced ALPR Hits

All erroneous and unenforced ALPR Hit data and Read Metadata shall be purged locally at least nightly.

(e) Enforced ALPR Hits

Only ALPR Read Images and Metadata associated with Enforced ALPR Hits shall be downloaded to the Passport Parking Management servers with a minimum retention period of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless

it has become, or it is reasonable to believe it will become, evidence in a criminal action pursuant to a valid court order, subpoena, or a search warrant or civil action or is subject to a lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

### **1302.5 DATA ACCESS**

- (a) Only properly trained parking control officers and information technology personnel are allowed access to the Genetec ALPR system or to collect ALPR information.
- (b) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (c) No ALPR operator may access California Law Enforcement Telecommunications System (CLETS) data unless otherwise authorized to do so.
- (d) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR Hit.
- (e) Police will not take any police action that restricts the freedom of any individual based solely on an ALPR Hit unless it has been validated.
  - (1) Police need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.
  - (2) Prior to initiation of a stop of a vehicle or other intervention based on an ALPR Hit, Department members shall undertake the following:
    - (i) Verification of status on State Stolen or Wanted System.

An officer must receive confirmation from a Police Department Communications Dispatcher or other department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).

- (ii) Visual verification of license plate number.

Officers shall visually verify that the license plate of interest matches identically with the ALPR Read Image of the license plate number captured (ALPR Read) by the ALPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as an ALPR Hit in a specific State Stolen or Wanted System list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

### **1302.6 CIVIL LIBERTIES AND RIGHTS PROTECTION:**

The Berkeley Police Department is dedicated to the most efficient utilization of its resources and services in its public safety endeavors. The Berkeley Police Department recognizes the need to protect its ownership and control over shared information and to protect the privacy and civil liberties of the public, in accordance with federal and state law. The procedures described within this policy (Data Access, Data Protection, Data Retention, Public Access and Third Party Data Sharing) protect against the unauthorized use of ALPR data. These policies ensure the data is not used in a way that would violate or infringe upon anyone's civil rights and/or liberties, including but not limited to impacts that may violate the First and Fourth Amendments and other potentially disparate or adverse impacts on any communities or groups.

The Berkeley Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

### **1302.7 PUBLIC ACCESS**

(a) Non-law enforcement requests for access to stored ALPR data shall be processed according to the Records Maintenance and Release Policy in accordance with applicable law.

(b) Non-law enforcement requests for information regarding a specific vehicle's license plate may be honored when the requester is the registered owner of the vehicle in question, and when providing such information will not invade the privacy of a third party. The requester in such cases must provide acceptable proof of his or her identity and of ownership of the vehicle in question.

### **1302.8 THIRD-PARTY DATA-SHARING**

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as permitted by this policy. ALPR data is subject to the provisions of BPD Policy 415, and hence may not be shared with federal immigration enforcement officials.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

Aggregated ALPR data not related to specific criminal investigations authorized by a court order, subpoena, or search warrant shall not be released to any local, state or federal agency or entity without the express written consent of the City Manager.

Third-party data-sharing shall be subject to non-privileged and non-confidential City Council notification pursuant to BMC 2.99.020 (2) (a).

### **1302.9 TRAINING AND ALPR ADMINISTRATOR**

Training for the operation of ALPR technology shall be provided by BPD personnel. All BPD employees who utilize ALPR technology shall be provided a copy of this Surveillance Use Policy.

(1) The Investigations Division Captain shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(i) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the Genetec ALPR system or to collect ALPR information.

(ii) Ensuring that training requirements are completed for authorized users. The Administrator shall ensure that members receive department-approved training for those authorized to use or access ALPRs (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(iii) A description of how the Genetec ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(iv) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

(v) The title and name of the current designee in overseeing the ALPR operation.

(vi) Ensuring this policy and related procedures are conspicuously posted on the City's website.

### **1302.10 AUDITING AND OVERSIGHT**

Genetec ALPR System audits will be conducted by the Professional Standards Bureau's Audit and Inspections Sergeant pursuant to Municipal Code Section 2.99 on a regular basis, at least biannually.

(1) Any unauthorized access or data breach shall be reported immediately to the City Manager.

(2) The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be placed into the annual report filed with the City Council pursuant to Section 2.99, published on the City of Berkeley website in an appropriate location, and retained by PSD.

### **1302.11 MAINTENANCE**

Any installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Investigations Division Captain. The Investigations Division Captain will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.



Office of the City Manager

ACTION CALENDAR

April 26, 2022

*(Continued from March 22, 2022)*

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Jennifer Louis, Interim Chief of Police  
LaTanya Bellow, Interim Deputy City Manager

Subject: Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code

RECOMMENDATION

Adopt a Resolution accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code.

FISCAL IMPACTS OF RECOMMENDATION

There are no fiscal impacts associated with adopting the attached resolution.

CURRENT SITUATION AND ITS EFFECTS

On March 27, 2018, the City Council adopted Ordinance 7,592-N.S., adding Chapter 2.99 to the Berkeley Municipal Code, which is also known as the Surveillance Technology Use and Community Safety Ordinance (“Ordinance”). The purpose of the Ordinance is to provide transparency surrounding the use of surveillance technology, as defined by Section 2.99.020 in the Ordinance, and to ensure that decisions surrounding the acquisition and use of surveillance technology consider the impacts that such technology may have on civil rights and civil liberties. Further, the Ordinance requires that the City evaluate all costs associated with the acquisition of surveillance technology and regularly report on their use.

The Ordinance imposes various reporting requirements on the City Manager and staff. The purpose of this staff report and attached resolution is to satisfy the annual reporting requirement as outlined in Section 2.99.070.

One of the reporting categories of the surveillance technology use is whether complaints have been received by the community about the various technologies. To date Berkeley Police Department Internal Affairs Bureau (IAB) has not received any

(Continued from March 22, 2022)

external personnel complaints surrounding the use of Automatic License Plate Readers, GPS Trackers, or Body Worn Cameras. External complaints from community members can be made in writing, via email, in person or via telephone. Complaints can be received with direct communication to Internal Affairs from the complainant and/or be received by any member of the Department and then forwarded through the chain of command. If a community member initiates a complaint against a subject employee and during the investigation it is determined the subject employee violated policy regarding the misuse of technology, an additional complaint is initiated by the Chief of Police.

Community members also have the right to initiate complaints against employees of BPD by reporting directly to the Police Accountability Board (PAB). The Director of Police Accountability notifies the Chief of Police when an investigation into a complaint is initiated by the PAB, which would prompt a parallel IAB investigation.

Attached to this staff report are Surveillance Technology Reports for Automatic License Plater Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project.

#### BACKGROUND

On March 27, 2018, the City Council adopted Ordinance 7,592-N.S., adding Chapter 2.99 to the Berkeley Municipal Code, which is also known as the Surveillance Technology Use and Community Safety Ordinance. Section 2.99.070 of the Ordinance requires that the City Manager must submit to the City Council a Surveillance Technology Report as defined by Section 2.99.020(2) of the Ordinance at the first regular City Council meeting in November.

For each of the four technologies, the Surveillance Technology Reports were prepared to satisfy the specific, section-by-section requirements of the Ordinance, and are attached to this report.

The Surveillance Technology Use Policy for ALPR technology is still outstanding due Council questions about policy language, scheduling and directed focus during COVID-19. This item will be returned to the Council agenda in early 2022.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the content of this report.

#### RATIONALE FOR RECOMMENDATION

City Council is being requested to adopt the attached resolution for the City to be in compliance with the Ordinance.

#### ALTERNATIVE ACTIONS CONSIDERED



Resolution Accepting the Surveillance Technology Report

ACTION CALENDAR

April 26, 2022

(Continued from March 22, 2022)

City Council could decide not to adopt the resolution.

CONTACT PERSON

LaTanya Bellow, Interim Director of Information Technology (510) 981-6541

Jennifer Louis, Acting Chief of Police, (510) 981-5700

LaTanya Bellow, Interim Deputy City Manager, (510) 981-7012

ATTACHMENTS

1. Resolution
2. Body Worn Cameras
  - a) Surveillance Technology Report: Body Worn Cameras
  - b) Retention Schedule
3. Global Positioning System (GPS) Tracking Devices  
Surveillance Technology Report
4. Automated License Plate Readers  
Surveillance Technology Report: Automated License Plate Readers
5. Street Level Imagery Project  
Surveillance Technology Report: Street Level Imagery Project

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

A RESOLUTION ACCEPTING THE SURVEILLANCE TECHNOLOGY REPORT FOR AUTOMATIC LICENSE PLATE READERS, GPS TRACKERS, BODY WORN CAMERAS, AND THE STREET LEVEL IMAGERY PROJECT

WHEREAS, on March 27, 2018, the City Council adopted Ordinance 7,592-N.S., which is known as the Surveillance Technology Use and Community Safety Ordinance (“Ordinance”); and

WHEREAS, Section 2.99.070 of the Ordinance requires that the City Manager must submit to the City Council a Surveillance Technology Report as defined by Section 2.99.020(2) of the Ordinance at the first regular City Council meeting in November; and

WHEREAS, the Surveillance Technology Reports satisfy the requirements of the Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council hereby accepts the Surveillance Technology Reports for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project.

**Surveillance Technology Report: Body Worn Cameras**

**October 1, 2020 – Sept. 30, 2021**

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| <p>Description</p> | <p>A description of all non-privileged and non-confidential information about use of the Surveillance Technology, including but not limited to the quantity of data gathered and sharing of data, if any, with outside entities. If sharing has occurred, the report shall include general, non-privileged and non-confidential information about recipient entities, including the names of the entities and purposes for such sharing.</p> <p>Body Worn Cameras are used to capture video recordings of contacts between department personnel and the public, to provide an objective record of these events. These recording are used in support of criminal prosecutions, to limit civil liability, increase transparency and enhance professionalism and accountability in the delivery of police services to the community. Body Worn Camera (BWC) files are shared with the Alameda County District Attorney’s office in support of prosecution for crime, and may be shared with other law enforcement agencies to support criminal investigations.</p> <p><b>Policy regarding activation of the Body Worn Camera BPD Policy 425.7</b></p> <p>Members shall activate the BWC as required by this policy in (a)-(f) below, and may activate the BWC at any time the member believes it would be appropriate or valuable to record an incident within the limits of privacy described herein.</p> <p>The BWC shall be activated in any of the following situations:</p> <ul style="list-style-type: none"> <li>(a) All in-person enforcement and investigative contacts including pedestrian stops and field interview (FI) situations.</li> <li>(b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops.</li> <li>(c) Self-initiated field contacts in which a member would normally notify the Communications Center.</li> <li>(d) Any search activity, including the service of search or arrest warrants; probation, parole, or consent searches where the member is seeking evidence of an offense, or conducting a safety sweep or community caretaking sweep of the premises. Once a location has been secured and the member is not interacting with detainees or arrestees, the member may mute their BWC when conducting a search for evidence.</li> <li>(e) Any other contact that the member determines has become adversarial after the initial contact in a situation where the member would not otherwise activate BWC recording.</li> <li>(f) Transporting any detained or arrested person and where a member facilitates entry into or out of a vehicle, or any time the member expects to have physical contact with that person.</li> </ul> <p><b>What data is captured by this technology:</b></p> <p>BWC use is limited to enforcement and investigative activities involving members of the public. The BWC recordings will capture video and audio evidence for use in criminal investigations, administrative reviews, training, civil litigation, and other proceedings protected by confidentiality laws and department policy. Improper use or release of BWC</p> |
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|                                     | <p>recordings may compromise ongoing criminal and administrative investigations or violate the privacy rights of those recorded and is prohibited.</p> <p><b>How the data is stored:</b><br/>                 BWC videos are stored on a secure server. All BWC data will be uploaded and stored on Axon Cloud Services, Evidence.com. Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States (collectively, "Privacy Shield"). Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles.</p> <p><b>Retention period of data:</b><br/>                 See attached retention schedule.</p> <p>Summary of Body Worn Camera Videos Uploaded Oct. 1, 2020 to Sept. 30, 2021:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Total Number of Videos</td> <td>62,283</td> </tr> <tr> <td>Total Hours of Videos</td> <td>16,310</td> </tr> <tr> <td>Total GB of BWC Videos</td> <td>29,017</td> </tr> </table> <p>Summary of Digital Evidence Uploaded, Oct. 1, 2020 to Sept. 30, 2021:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="padding-right: 20px;">Type</th> <th style="padding-right: 20px;">File Count</th> <th>Size (GBs)</th> </tr> </thead> <tbody> <tr> <td>Audio</td> <td style="text-align: center;">1,150</td> <td style="text-align: center;">11.72</td> </tr> <tr> <td>Document</td> <td style="text-align: center;">737</td> <td style="text-align: center;">2.38</td> </tr> <tr> <td>Image</td> <td style="text-align: center;">67,672</td> <td style="text-align: center;">331.36</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">1,292</td> <td style="text-align: center;">157.71</td> </tr> <tr> <td>Video*</td> <td style="text-align: center;">67,865</td> <td style="text-align: center;">30,086.75</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>138,716</b></td> <td style="text-align: center;"><b>30,589.92</b></td> </tr> </tbody> </table> <p>* Includes all uploaded BWC videos and all other videos booked into the evidence management system. Other videos include iPhone videos uploaded, security camera video, copies of BWC videos (for redaction, etc.), and any other videos.</p> | Total Number of Videos | 62,283 | Total Hours of Videos | 16,310 | Total GB of BWC Videos | 29,017 | Type | File Count | Size (GBs) | Audio | 1,150 | 11.72 | Document | 737 | 2.38 | Image | 67,672 | 331.36 | Other | 1,292 | 157.71 | Video* | 67,865 | 30,086.75 | <b>Total</b> | <b>138,716</b> | <b>30,589.92</b> |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------|-----------------------|--------|------------------------|--------|------|------------|------------|-------|-------|-------|----------|-----|------|-------|--------|--------|-------|-------|--------|--------|--------|-----------|--------------|----------------|------------------|
| Total Number of Videos              | 62,283                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Total Hours of Videos               | 16,310                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Total GB of BWC Videos              | 29,017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Type                                | File Count                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Size (GBs)             |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Audio                               | 1,150                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 11.72                  |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Document                            | 737                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2.38                   |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Image                               | 67,672                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 331.36                 |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Other                               | 1,292                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 157.71                 |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| Video*                              | 67,865                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 30,086.75              |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| <b>Total</b>                        | <b>138,716</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>30,589.92</b>       |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| <p><b>Geographic Deployment</b></p> | <p>Where applicable, non-privileged and non-confidential information about where the surveillance technology was deployed geographically.</p> <p>Body Worn Cameras are worn by all BPD uniformed officers city-wide at all times; BWCs are not deployed based on geographic considerations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| <p><b>Complaints</b></p>            | <p>A summary of each complaint, if any, received by the City about the Surveillance Technology.</p> <p>There have been no complaints about the deployment and use of Body Worn Cameras.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |
| <p><b>Audits and Violations</b></p> | <p>The results of any non-privileged internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |        |                       |        |                        |        |      |            |            |       |       |       |          |     |      |       |        |        |       |       |        |        |        |           |              |                |                  |

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|               | <p>File meta-data are routinely reviewed by our BWC manager, to ensure required metadata fields are completed. There have been no complaints with regards to violations of the Surveillance Use Policy.</p>                                                                                                                                                                                                                                                                                                                            |
| Data Breaches | <p>Non-privileged and non-confidential information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response.</p> <p>There have been no known data breaches or other unauthorized access to BWC data.</p>                                                                                                                                                                                       |
| Effectiveness | <p>Information that helps the community assess whether the Surveillance Technology has been effective in achieving its identified outcomes.</p> <p>Body Worn Cameras have proven effective in supporting criminal prosecutions, as video footage is available for all criminal prosecutions. Body Worn Cameras have been effective for training purposes, as footage can be reviewed in incident de-briefs. Body Worn Cameras have been extremely effective in support of Internal Affairs investigations and Use of Force Review.</p> |
| Costs         | <p>Total annual costs for the Surveillance Technology, including personnel and other ongoing costs.</p> <p>The annual cost for the Body Worn Cameras, including cameras, replacement cameras, software, and Axon's secure digital evidence management system is approximately \$204,000 per year over a five-year, \$1,218,000 contract. There is one full-time employee assigned to the BWC program, an Applications Programmer Analyst II, at a cost of \$168,940 per year, including benefits.</p>                                  |

| NAME                        | RETENTION DURATION     |
|-----------------------------|------------------------|
| Uncategorized               | Until manually deleted |
| 187 / Felony Sex Assault    | Until manually deleted |
| Civil / City / Non-Evidence | 1 year                 |
| Collision                   | 2 years                |
| Consent / Aid               | 108 weeks              |
| Detention / Warrant Only    | 108 weeks              |
| Felony Evidence             | 5 years                |
| Litigation                  | Until manually deleted |
| Misdemeanor Evidence        | 2 years                |
| Officer Injury              | Until manually deleted |
| OIS / Critical Incident     | Until manually deleted |
| Pending Review              | Until manually deleted |
| Personnel / VSA             | 3 years                |
| Personnel Complaint         | Until manually deleted |
| Traffic Stop                | 108 weeks              |
| Training                    | 60 days                |
| Use of Force                | 108 weeks              |
| z_Saved                     | Until manually deleted |

**Surveillance Technology Report: Global Positioning System Tracking Devices**

**October 1, 2019 – Sept. 30, 2020**

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <p>Description</p> | <p>A description of all non-privileged and non-confidential information about use of the Surveillance Technology, including but not limited to the quantity of data gathered and sharing of data, if any, with outside entities. If sharing has occurred, the report shall include general, non-privileged and non-confidential information about recipient entities, including the names of the entities and purposes for such sharing.</p> <p>Global Positioning System Trackers are used to track the movements of vehicles, bicycles, other items, and/or individuals.</p> <p><b>What data is captured by this technology:</b><br/>A GPS Tracker data record consists of date, time, latitude, longitude, map address, and tracker identification label. The data does not contain any images, names of subjects, vehicle information or other identifying information on individuals.</p> <p><b>How the data is stored:</b><br/>The data from the GPS tracker is encrypted by the vendor. The data is only accessible through a secure website to BPD personnel who have been granted security access.</p> <p><b>Retention period of data:</b><br/>Tracker data received from the vendor shall be kept in accordance with applicable laws, BPD policies that do not conflict with applicable law or court order, and/or as specified in a search warrant.</p> <p>For the date range of 10-01-19 through 09-30-20 the Global Positioning System (GPS) “Electronic Stake Out” (ESO) devices were deployed on “bait” bicycles 52 times, resulting in 34 arrests, 4 eluded capture, 1 person was detained and not arrested, and in 13 deployments the bicycle was not stolen. This program was suspended in mid-March due to the COVID-19 pandemic.</p> <p>GPS “Slap-N-Track” (SNT) devices were used in three separate investigations during this reporting period:</p> <ul style="list-style-type: none"> <li>(1) An investigation of an individual for Sexual Exploitation, Child Pornography, and Distribution of Child Pornography. This suspect currently has a Federal warrant.</li> <li>(2) An investigation of a serial kidnap rape suspect. The suspect was arrested and charged.</li> <li>(3) An investigation into multiple suspects involved in a “Rolex” robbery series that involved the cities of Berkeley, Piedmont, and Orinda. Two devices were used on two different suspect vehicles during this investigation. Four suspects from the above cases were arrested and charged for their involvement in these robberies.</li> </ul> |
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|                       | Data may be shared with the District Attorney's Office for use as evidence to aid in prosecution, in accordance with laws governing evidence; other law enforcement personnel as a part of an active criminal investigation; and other third parties, pursuant to a court order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Geographic Deployment | <p>Where applicable, non-privileged and non-confidential information about where the surveillance technology was deployed geographically.</p> <p>GPS ESO-equipped bikes were deployed primarily in commercial districts across the city where bikes are frequently stolen.</p> <p>GPS SNT devices are deployed with judicial pre-approval, based on suspect location, rather than geographical consideration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Complaints            | <p>A summary of each complaint, if any, received by the City about the Surveillance Technology.</p> <p>There were no complaints made regarding GPS Trackers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Audits and Violations | <p>The results of any non-privileged internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response.</p> <p>There were no audits and no known violations relating to GPS Trackers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Data Breaches         | <p>Non-privileged and non-confidential information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response.</p> <p>There were no known data breaches relating to GPS Trackers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Effectiveness         | <p>Information that helps the community assess whether the Surveillance Technology has been effective in achieving its identified outcomes.</p> <p>GPS Trackers continue to be very effective in apprehending bicycle thieves, many of whom are repeat offenders who've committed not only bike thefts, but other crimes as well, such as burglaries, auto burglaries, and vehicle thefts. SNT trackers are effective in that they provide invaluable information on suspect vehicle location during the investigation of complex cases where suspects may be moving around the Bay Area and beyond.</p> <p>GPS Trackers greatly reduce costs associated with surveillance operations. A bike may be left for days. Surveillance operations generally involve four or more officers for the entire duration of an operation. A moving surveillance is extremely resource-intensive, requiring multiple officers in multiple vehicles for extended periods of time. Using both types of GPS trackers eliminates the need for officers' immediate presence until officers are ready to apprehend the suspect(s).</p> <p>The program was suspended in mid-March due to the COVID-19 pandemic. This program will likely resume once the pre-COVID bail schedule is re-established.</p> |
| Costs                 | Total annual costs for the Surveillance Technology, including personnel and other ongoing costs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



The annual cost for the GPS Trackers' data service is \$1,920. Further information regarding costs is contained in Policy 1301a, the Surveillance Acquisition Report.

There are staff time costs associated with preparing and placing SNT trackers. The investigator must prepare a search warrant and obtain a judge's approval, and a small number of officers must place the tracker on the suspect's car. The total number of hours is a fraction of the time it would take to do a full surveillance operation involving numerous officers.

There are staff time costs associated with preparing ESO trackers and placing ESO tracker-equipped bikes for bait bike operations. These are on the order of two-four hours per operation. The total number of hours is extremely small, given the large number of operations, and resulting arrests.

## Surveillance Technology Report: Automated License Plate Readers

October 1, 2019 – Sept. 30, 2020

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| Description | <p>A description of all non-privileged and non-confidential information about use of the Surveillance Technology, including but not limited to the quantity of data gathered and sharing of data, if any, with outside entities. If sharing has occurred, the report shall include general, non-privileged and non-confidential information about recipient entities, including the names of the entities and purposes for such sharing.</p> <p>Automated License Plate Readers (ALPRs) are used by Parking Enforcement Bureau vehicles for time zone parking and scofflaw enforcement. The City's Transportation Division uses anonymized information for purposes of supporting the City's Go Berkeley parking management program. ALPR use replaced the practice of physically "chalking" tires, which is no longer allowed by the courts.</p> <p><b>What data is captured by this technology:</b><br/>ALPR technology functions by automatically capturing an image of a vehicle's license plate, transforming that image into alphanumeric characters using optical character recognition software, and storing that information, along with relevant metadata (e.g. geo-location and temporal information, as well as data about the ALPR).</p> <p><b>How the data is stored:</b><br/>The data is stored on a secure server by the vendor.</p> <p><b>Retention period of data:</b><br/>Collected images and metadata of hits are stored no more than 365 days. Metadata of reads are not stored more than 30 days.</p> <p style="text-align: center;"><b>Summary of ALPR Time Zone Enforcement Data</b></p> <p style="text-align: center;">Read Data<br/>There was an average of 12,059 "Reads" per working day<br/>(Based on one month's data: 9/1/20/-9/30/20)</p> <p style="text-align: center;">Hit Data<br/>There were 44,068 "Hits"<br/>14,945 "Enforced Hits" resulted in citation issuance.<br/>2,569 "Not Enforced" valid, enforceable hits resulted in no citation issued,<br/>based on PEO discretion.</p> <p>26,554 Hits were not acted upon for a variety to reasons including but not limited to:</p> <ol style="list-style-type: none"> <li>1) Customer comes out to move a vehicle. PEO's are directed not to issue that citation.</li> <li>2) Officer gets to the dashboard and sees a permit not visible from a previous location.</li> <li>3) Officer does a vehicle evaluation and confirms that the vehicle moved from the hit location (e.g. across the street within GPS range).</li> <li>4) Stolen car.</li> <li>5) Similar Plates.</li> <li>6) 600-700 GIG cars- 100 revel scooters.</li> </ol> |
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|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     | <p>7) Officers leave their LPR “on” collecting time zone enforcement data, but leave the area being enforced to drive to another location on another assignment, such as a traffic post at a collision scene. These hits are not enforced.</p> <p>Genetec is the vendor for the ALPR Time Zone enforcement system. A “read” indicates the ALPR system successfully read a license plate. The information that is generated when a plate is viewed by the ALPR camera is the license plate number, state and geographical (GPS) location it was viewed. A “hit” indicates the ALPR system detected a possible violation, which prompts the Parking Enforcement Officer to further assess the vehicle. At “hit” is when the “read” information is recognized as a license plate that matches, or does not match an entry in a list such as permit list or the stolen vehicle “hot list”. In many cases, hits are “rejected” or “not enforced”, meaning no enforcement action is taken, because the Parking Enforcement Officer determines the vehicle has an appropriate placard or permit, or there is other information or assignment which precludes citation.</p> <p style="text-align: center;"><b>Summary of ALPR Booting Scofflaw Enforcement Data</b></p> <p style="text-align: center;">0 vehicles booted from 10/1/19-9/23/20.</p> <p>The Berkeley Police Department no longer maintains the ALPR Booting Scofflaw Enforcement Program. The contract to provide this service became cost prohibitive and the city opted not to renew the contract with the vendor. The city returned to having each PEO working a beat again become responsible for recognizing when a license plate has accumulated five or more unpaid parking tickets.</p> <p>All BPD ALPR data may only be shared with other law enforcement or prosecutorial agencies for official law enforcement purposes, or as otherwise permitted by law. All ALPR data is subject to the provisions of BPD Policy 415 - Immigration Law, and therefore may not be shared with federal immigration enforcement officials.</p> |
| <p><b>Geographic Deployment</b></p> | <p>Where applicable, non-privileged and non-confidential information about where the surveillance technology was deployed geographically.</p> <p>Only Parking Enforcement Vehicles are equipped with ALPRs. ALPRs are deployed based on areas where there are parking time restrictions. ALPRs are not deployed based on geographic considerations not related to parking and scofflaw enforcement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>Complaints</b></p>            | <p>A summary of each complaint, if any, received by the City about the Surveillance Technology.</p> <p>There have been no complaints about to the deployment and use of Automated License Plate Readers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>Audits and Violations</b></p> | <p>The results of any non-privileged internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response.</p> <p>There have been no complaints of violations of the ALPR Surveillance Use Policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Data Breaches</p> | <p>Non-privileged and non-confidential information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response.</p> <p>There have been no known data breaches or other unauthorized access to Automated License Plate Reader data.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>Effectiveness</p> | <p>Information that helps the community assess whether the Surveillance Technology has been effective in achieving its identified outcomes.</p> <p>ALPRs have proven effective in parking enforcement for time zone enforcement; the prior utilization of manually chalking car tires for time zone enforcement has been disallowed by court decision.</p> <p>ALPRs have proven effective in supporting enforcement upon vehicles which have five or more unpaid citations. The ALPR's ability to read and check license plates while being driven greatly increases efficiency, allowing an operator to cover larger areas more quickly without having to stop except to confirm a hit.</p>                                                                                                                                                    |
| <p>Costs</p>         | <p>Total annual costs for the Surveillance Technology, including personnel and other ongoing costs.</p> <p>The annual system maintenance cost for Genetec is \$47,000. This cost is borne by the Transportation Division, which also purchased the ALPR units used in Time Zone Enforcement.</p> <p>Two new Genetec ALPR units were purchased during the period covered by this report. The two new units were purchased in order to equip the final two parking vehicles that did not have ALPR units attached to them.</p> <p>Genetec ALPR units are installed on 23 Parking Enforcement vehicles. Parking Enforcement personnel perform a variety of parking enforcement activities, and are not limited solely to time zone enforcement. Therefore, personnel costs specifically attributable to time zone enforcement are not tracked.</p> |

## Surveillance Technology Report: Street Level Imagery Project

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Description</b></p>           | <p><b>A description of all non-privileged and non-confidential information about the use of the Surveillance Technology, including but not limited to the quantity of data gathered and sharing of data, if any, with outside entities. If sharing has occurred, the report will include general, non-privileged and non-confidential information about recipient entities, including the names of the entities and purposes for such sharing.</b></p> <p>Street level imagery will be utilized exclusively by authorized City staff for infrastructure asset management and planning activities. The street level imagery of City infrastructure assets in the Public Right of Way that is provided to the City will not consist of information that is capable of being associated with any individual or group.</p> |
| <p><b>Geographic Deployment</b></p> | <p><b>Where applicable, non-privileged and non-confidential information about where the surveillance technology was deployed geographically.</b></p> <p>Street level imagery was collected by driving through the entire community over a three week period. It is accessible to the City through a proprietary third-party application, Street SmartTM.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>Complaints</b></p>            | <p><b>A summary of each complaint, if any, received by the City about the Surveillance Technology.</b></p> <p>There have been no complaints about the deployment and use of Street SmartTM.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>Audits and Violations</b></p> | <p><b>The results of any non-privileged internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response.</b></p> <p>There have been no complaints with regards to violations of the Surveillance Use Policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>Data Breaches</b></p>         | <p><b>Non-privileged and non-confidential information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response.</b></p> <p>There have been no known data breaches or other unauthorized access to Cyclomedia Street Level Imagery data.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    |



|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <p><b>Effectiveness</b></p> | <p><b>Information that helps the community assess whether the Surveillance Technology has been effective in achieving its identified outcomes.</b></p> <p>Staff considered hiring contractors to use GPS in the field to create and update the infrastructure asset GIS data. This method is costly and time consuming. Cyclomedia’s unique and patented processing techniques allow positionally-accurate GIS data to be collected in a cost-effective way and over a shorter period of time than a “boots on the ground” GPS field survey.</p> <p>The Imagery is being used to extract the following Citywide Infrastructure assets to create accurate and current Geographic Information Systems (GIS) data inventories:</p> <ul style="list-style-type: none"> <li>• Bus pads / stops</li> <li>• Maintenance Access Holes</li> <li>• Pavement Striping</li> <li>• Curb paint color</li> <li>• Parking meters</li> <li>• Pedestrian Signal</li> <li>• Pavement marking</li> <li>• Storm drains</li> <li>• Signs</li> <li>• Street trees</li> <li>• Traffic lights</li> </ul> <p>The street level imagery captured is also being used to:</p> <p>Create a street sign GIS layer with condition assessment to support compliance with the Manual on Uniform Traffic Control Devices Code and provide an accurate inventory of City signs. The existing sign inventory is contained in a spreadsheet that does not have accurate location data.</p> <p>Create a curb color layer with condition assessment to indicate where there are red, yellow, blue, white and green colors. This is critical to support Public Safety.</p> <p>Create pavement striping and paint symbol layers to support Transportation Planning and Vision Zero.</p> <p><b><u>Benefits Projected:</u></b></p> <p>The data from the street level imagery is being integrated into the City’s work order and asset management system for planning activities and to document repair and maintenance.</p> <p>Planners can use the street level imagery provided to the City to take measurements remotely, such as sidewalk width and public right of way impacts at proposed development locations.</p> <p>City staff can use the street level imagery to plan the location of road markings for pedestrian crossings, bike lanes or other striping.</p> |
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|                       |                                                                                                                                                                                                                                                                                                                                                                                                      |                                            |                                                                                                                                |                                                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
|                       | <p>City staff can remotely take accurate measurements of infrastructure assets to adequately plan for repair and replacement.</p> <p>City staff can use the street level imagery to enhance community engagement. The street level imagery can be used to identify and depict the impact of development such as an intersection restriping plan in order to article before and after conditions.</p> |                                            |                                                                                                                                |                                                                                                                                |
| <b>Costs</b>          | <p><b>Total annual costs for the Surveillance Technology, including personnel and other ongoing costs.</b></p>                                                                                                                                                                                                                                                                                       |                                            |                                                                                                                                |                                                                                                                                |
|                       | <p>The total cost of the system is \$232,401 and is itemized below.</p>                                                                                                                                                                                                                                                                                                                              |                                            |                                                                                                                                |                                                                                                                                |
|                       | <b>Year No.</b>                                                                                                                                                                                                                                                                                                                                                                                      | <b>Description</b>                         | <b>Cost</b>                                                                                                                    | <b>Notes</b>                                                                                                                   |
|                       | 1                                                                                                                                                                                                                                                                                                                                                                                                    | Licenses                                   | \$48,000                                                                                                                       | Resolution No: 69,482-N.S. 30JUN20                                                                                             |
|                       | 1                                                                                                                                                                                                                                                                                                                                                                                                    | Professional Services for asset extraction | \$139,401                                                                                                                      | Resolution No: 69,482-N.S. 30JUN20                                                                                             |
|                       | 2                                                                                                                                                                                                                                                                                                                                                                                                    | Licenses and Support – One-Time            | \$45,000                                                                                                                       | Pending Council approval after imagery and data extraction work is completed<br>Licensing Costs included in IT Cost allocation |
| 3                     | License and Support – Ongoing Annual Costs                                                                                                                                                                                                                                                                                                                                                           | \$3,000                                    | Pending Council approval after imagery and data extraction work is completed<br>Licensing Costs included in IT Cost allocation |                                                                                                                                |
| <b>Total Year 1-3</b> |                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$235,401</b>                           |                                                                                                                                |                                                                                                                                |





Office of the City Manager

ACTION CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Liam Garland, Director, Department of Public Works

Subject: Hopkins Corridor Project Conceptual Design

RECOMMENDATION

Adopt a Resolution approving the conceptual design for the Hopkins Corridor Project on Hopkins Street between Sutter Street and Gilman Street, and directing the City Manager to proceed with the detailed engineering design of the project.

SUMMARY

The Hopkins Corridor design concept addresses pedestrian and bicyclist safety on Hopkins Street between Sutter and Gilman Streets. Features include a physically protected bikeway, a segment of Class II bicycle lane, bus boarding islands, and intersection safety treatments such as corner sidewalk extensions, a raised crosswalk, and high-visibility pavement markings. Another key design feature is increased public space through the provision of sidewalk bulbouts at the Hopkins/ California Street/ Monterey Avenue intersection. The proposed design concept was developed through a robust public and stakeholder engagement process that included four rounds of public meetings over a period of one and a half years.

FISCAL IMPACTS OF RECOMMENDATION

The recommendation has no fiscal impacts.

CURRENT SITUATION AND ITS EFFECTS

The proposed design concept was developed through the Hopkins Corridor Traffic and Placemaking Study which was initiated as the result of a budget referral by Councilmember Sophie Hahn, dated January 23, 2018. The budget referral allocated funding for a traffic and placemaking study including Hopkins Street from Sutter Street to Gilman Street. It called for the study to use “a ‘complete streets’ approach to identify improvements to be integrated into the paving and bicycle infrastructure work already scheduled for this area...with an emphasis on pedestrian safety, bike and vehicle safety and flow.” Complete Streets are streets that are designed and operated to accommodate the needs of all road users. Preceding this referral, the Berkeley Bicycle Plan, adopted by City Council in 2017, calls for evaluation of two-way cycle tracks (protected bike lanes) on Hopkins Street as low-stress biking facilities. More recently,

Hopkins Street was identified as a high-injury street for severe and fatal traffic crashes in the Berkeley Vision Zero Action Plan adopted by City Council in 2020.

### Project Goals

The goals developed through and for the Hopkins Corridor Traffic and Placemaking Study are as follows:

- Improving the safety of walking along and crossing Hopkins Street,
- Improving bicycle and vehicular transportation safety and flow along and crossing Hopkins Street,
- Transforming Hopkins Street between Sacramento Street and McGee Avenue into a community gathering place,
- Managing parking to meet the needs of residents and local businesses,
- Supporting local businesses by creating a streetscape that attracts customers,
- Installing green infrastructure to protect the Bay while also providing visual enjoyment, and
- Improving aesthetics all along Hopkins Street, employing a design palette consistent with its historic character.

### Recommended Design Concept

An iterative design process was implemented due to extensive input from community members and institutions along the corridor. The resulting near-term design recommendations are compromises intended to meet the project's goals while also minimizing trade-offs and accommodating needs such as on-street parking, curbside access, and bicycle and pedestrian safety.

Broadly, the project would allow for the implementation of the following features.

- Dedicated bicycle facilities along the corridor, ranging from a two-way protected bikeway to Class II bicycle lanes
- Bus boarding islands to facilitate public transportation along the corridor
- Intersection treatments to improve pedestrian safety and comfort, such as sidewalk extensions (bulbouts), center median islands, pavement markings, and a raised crosswalk. Sidewalk extensions provide additional public space and opportunities for landscaping.

### *Sutter Street to The Alameda*

The south side of the street would feature a parking-protected bicycle lane with a striped buffer zone between the bicycle lane and parked vehicles. On the north side, a Class II bicycle lane (between on-street parking and the traffic lane) would be installed with a striped buffer on each side – one next to parked vehicles and the other separating cyclists from moving vehicles. On-street parking would be retained on both sides of the street.

Modifications at the intersection with The Alameda would be made to address community input, including adjustments to north- and southbound vehicle alignment and the provision of more clearly defined aprons around the existing raised islands in the intersection, which would have beveled curbs in order to be more forgiving of driver error. Proposed modifications would be designed to aesthetically complement the surrounding area. The intersection islands would have rose coloring and landscaping that harmonize with the existing rose colored sidewalk and vegetation in front of the North Branch Library.

### *The Alameda to McGee Avenue*

A two-way protected bikeway would be constructed on the south side of the street. A buffer zone would provide separation from parked vehicles as well as loading space. Most on-street parking would be retained on both sides of the street.

At the Hopkins Street intersection with Josephine Street, two sidewalk corner bulbouts are proposed for the southern leg of the intersection to shorten the crossing distance for pedestrians. The bulbouts would realign Josephine to intersect with Hopkins at an angle closer to 90 degrees, reducing vehicle turning speeds. A new raised crosswalk would be placed across Hopkins Street, perpendicular to the roadway, to meet the new bulbout on the southwest corner of the intersection, increasing the visibility of pedestrians while shortening the crossing distance and reducing vehicular speeds.

### *McGee Avenue to Gilman Street*

The bi-directional protected bikeway would continue from McGee Avenue to Gilman Street. From McGee to Monterey Avenue, the bikeway would be protected by parked vehicles separating it from the vehicle travel lanes. All on-street parking with the exception of one stall would be retained along the south side of the street in this commercial block. Between Monterey Avenue and Gilman Street, the bi-directional bikeway along the south side of the street would be protected from the travel lanes with a raised concrete median. All parking would be removed on both sides of the street on these blocks in order to provide enough space for the protected bike lanes.

The project would result in safety improvements at the Hopkins Street / Monterey Avenue / California Street Intersection. A bulbout into California Street on the southwest corner would shorten the pedestrian crossing distance while expanding the sidewalk space at this currently very constrained corner. The crosswalk on the north side of the intersection across Monterey Avenue, which was the location of a pedestrian fatality, will be raised to slow vehicle speeds to and from this street onto Hopkins. Further, a

raised median would be constructed on the northeast corner to narrow this wide crossing and reduce pedestrian exposure to traffic.

The proposed modifications to the roadway would necessitate changes to the Hopkins Street / Sacramento Street intersection. Specifically, the space for the protected bike lanes would be provided by converting the existing westbound informal left turn / through lane configuration into a single lane that accommodates both through-movements and left turns. These movements would be made more efficient than existing conditions by having a dedicated signal phase for both movements, freeing up time in the signal cycle for a dedicated pedestrian and bicyclist crossing phase on the south side of the intersection.

## BACKGROUND

### *Public Engagement*

A total of four sets of virtual workshops were held to get public feedback throughout the project. Each of the four workshops included over 100 attendees. The first workshop was held on October 22, 2020. The purpose of this workshop was to introduce the project as well as the concept of “complete streets” and to present an overview of existing conditions along the corridor. The workshop also included small group discussions where participants provided feedback on the draft project goals and completed a prioritization exercise for improvements that may be considered along the corridor.

Workshop #2, held on March 20, 2021, shared initial proposed corridor-wide design improvements; reviewed options for placemaking opportunities; and solicited feedback from the public on proposed measures through facilitated break-out room exercises. About 800 comments were received during the public comment period following this meeting.

Workshop #3 was held on October 28, 2021. During this workshop, options for placemaking were reviewed and specific near- and long-term complete street corridor design options were presented. This workshop included a facilitated discussion in virtual break-out rooms where participants could provide their feedback on both the placemaking and complete streets options. A virtual crowd-sourcing platform, called Social Pinpoint, was used to solicit specific public comment on the proposed near- and long-term design options and placemaking opportunities. The public was invited to participate in the Social Pinpoint exercise for approximately five weeks after the workshop. Over 700 individual comments were recorded from the Social Pinpoint exercise over the 5-week period.

Finally, a series of three webinars was held on March 1, 7, and 14, 2022. Each of the webinars included a presentation of the City’s recommended short-term design concepts that would be implemented as part of the 2023 paving project for each of the three segments of the corridor. Participants had the opportunity to ask questions about these designs during the webinar that were addressed by staff after the presentation.

This public engagement was supplemented by direct conversations held between staff and key stakeholders in the community, including business-owners, residents, and representatives of the numerous institutions along the corridor, such as the schools, pre-schools, churches and the library, among others. This engagement resulted in a greater understanding of the needs of these stakeholders and resulted in adjustments to the design plans to accommodate these needs.

### Options Previously Considered

During the course of the study, a range of options were considered, including the following.

- Retain existing on-street parking along both sides of Hopkins Street for the entire length from Sutter to Gilman. This option required that bicyclists ride in the general purpose vehicular traffic lanes between McGee and Gilman, not meeting the project goal of improving bicycle transportation safety and flow.
- Retain existing on-street parking along both sides of Hopkins Street from Sutter to Josephine, and on the south side of Hopkins between Josephine and McGee, but eliminate all on-street parking along both sides of Hopkins from Josephine to Gilman. This option provided space for either a protected bicycle lane or Class II bicycle lane on each side of Hopkins Street for the entire length, but impacted public access to the recreational facilities between Josephine and McGee and to the shops between McGee and California Street.

After much public engagement and analysis, a hybrid design was developed that retained nearly all of the on-street parking as far west as the California/Monterey intersection. This was accomplished by providing a two-way cycle track on one side of Hopkins Street (the south side), requiring space for only one buffer or median between the bikeway and parking lane or vehicular traffic lane.

### Project Timeline

- Conceptual Design, Preliminary Engineering, Public Outreach, and Environmental Review August 2020 to April 2022
- Detailed Engineering Design April-December 2022
- Advertise project & award construction contract December 2022
- Construction Summer-Fall 2023

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Installation of protected bikeways and improved pedestrian crossings is anticipated to increase walking and biking, which is consistent with the 2009 Berkeley Climate Action Plan Policy that calls for expanding and improving Berkeley's bicycle and pedestrian infrastructure. The 2009 Berkeley Climate Action Plan sets targets of reducing

transportation emissions 33% below year 2000 levels by 2020, and 80% below year 2000 levels by 2050. The Plan further states that transportation modes such as public transit, walking, and bicycling must become the primary means of fulfilling the City's mobility needs in order to meet these targets.

RATIONALE FOR RECOMMENDATION

Approval of the conceptual designs will keep the project on schedule for detailed engineering design in 2022, allowing the City to award the construction contract in time to receive responsive bids and start construction in 2023.

ALTERNATIVE ACTIONS CONSIDERED

Council could opt not to approve the conceptual designs for the project or could opt to approve the proposed design concept for only a subset of project segments.

CONTACT PERSON

Farid Javandel, Deputy Director of Public Works for Transportation (510) 981-7061  
Beth Thomas, Principal Planner, Public Works (510) 981-7068  
Ryan P. Murray, Associate Planner, Public Works (510) 981-7056

Attachments:

- 1: Resolution
  - Exhibit A: Hopkins Corridor Design Concept

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

HOPKINS CORRIDOR PROJECT CONCEPTUAL DESIGN

WHEREAS, the project corridor includes Hopkins Street from Sutter Street to Gilman Street; and

WHEREAS, the Berkeley Vision Zero Action Plan has documented severe and fatal crashes on Hopkins Street; gaps in the low-stress protected bikeway network on Hopkins Street result in connectivity problems that discourage bicycling for transportation; and the Berkeley Bicycle Plan has recommended evaluating cycle tracks for providing a low-stress bikeway on Hopkins Street; and

WHEREAS, to address these needs, the project delivers on the City's Vision Zero, Complete Streets, and Climate Action Plan policies; and

WHEREAS, with the support of an engineering and design consultant team, City staff have identified conceptual design options for the Project corridor; sought public input on and analyzed those conceptual design options; and have selected a recommended conceptual design for consideration by the Berkeley City Council; and

WHEREAS, the recommended design includes physically protected bicycle lanes on the south side of Hopkins Street between Sutter and Gilman and a Class II bicycle lane on the north side of Hopkins Street between Sutter and The Alameda, in addition to pedestrian safety features, as shown in Exhibit A to this Resolution; and

WHEREAS, approval of the Hopkins Corridor Project recommended conceptual design will keep the project on schedule for detailed engineering design in 2022.

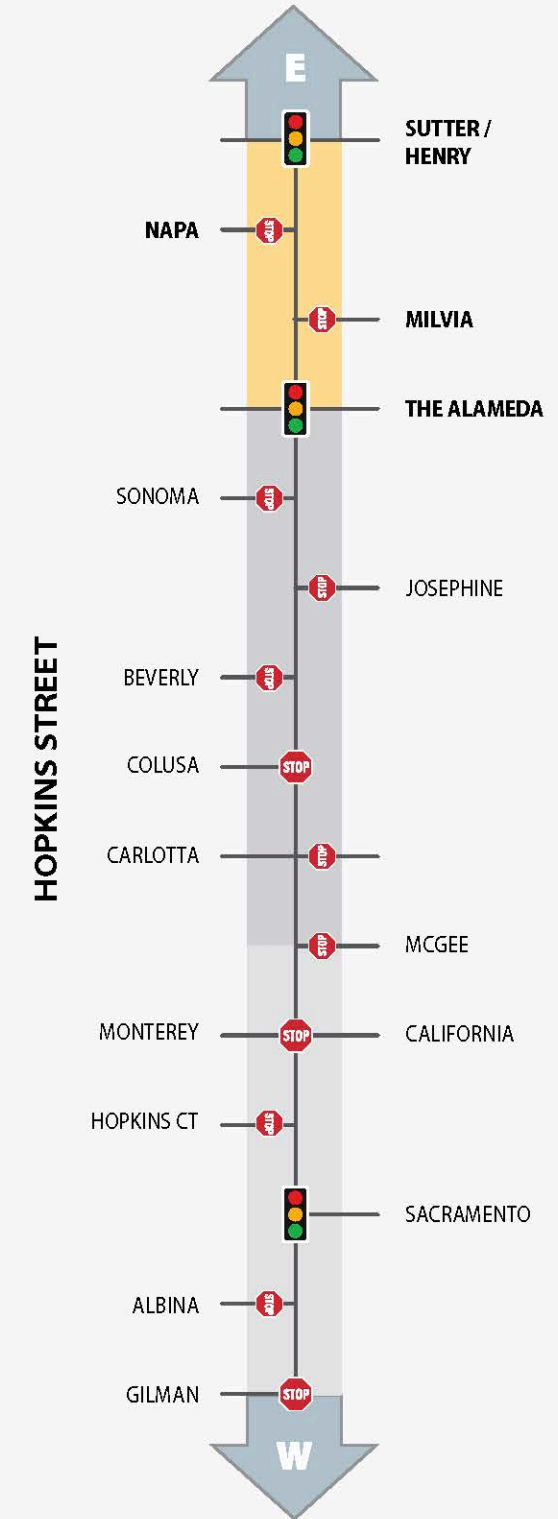
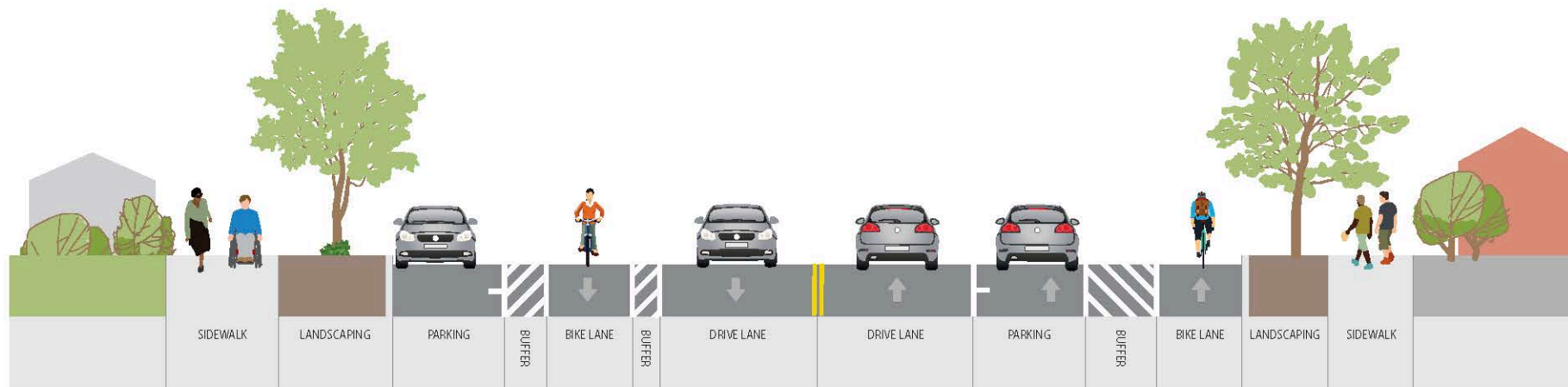
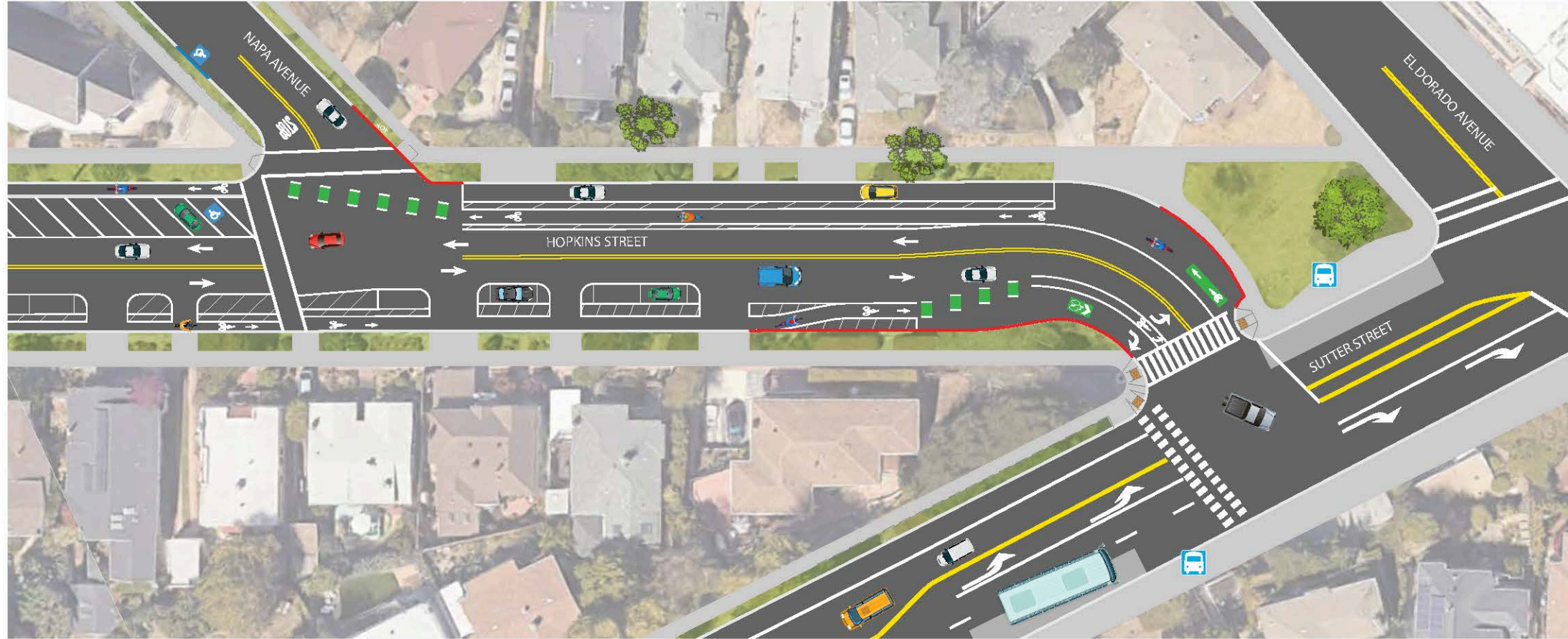
NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to proceed with the detailed engineering design of the Hopkins Corridor Project, based on the preliminary engineering of the recommended conceptual design.



# EXHIBIT 1

## Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

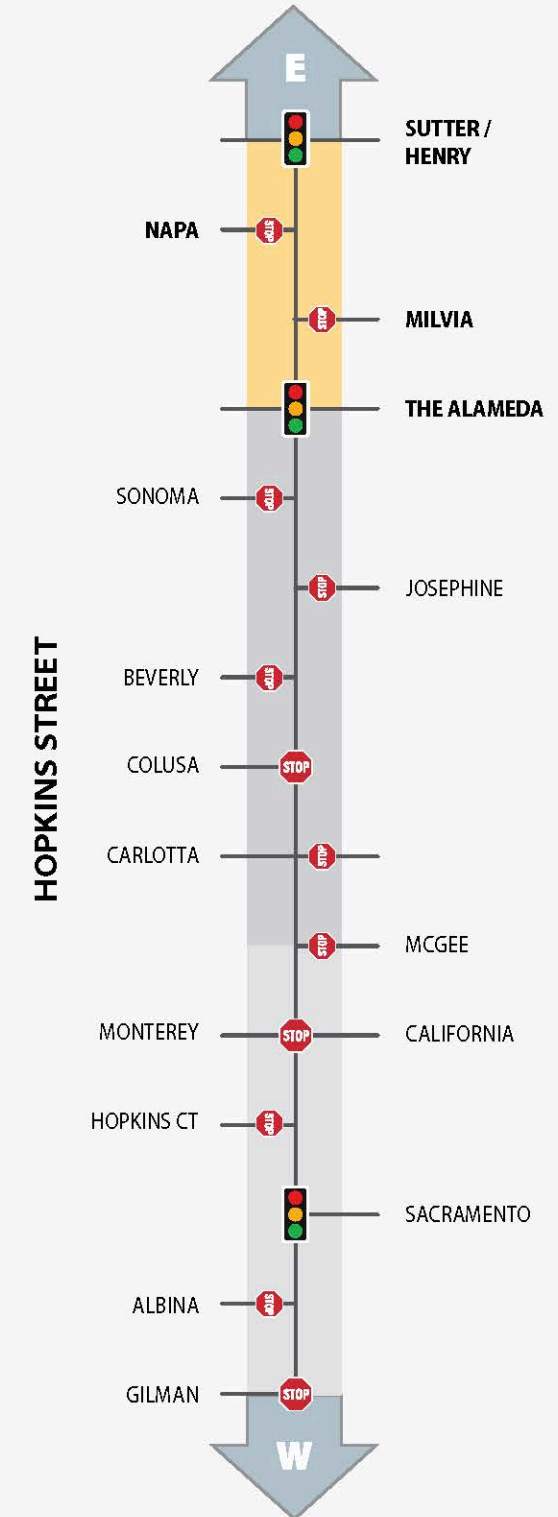
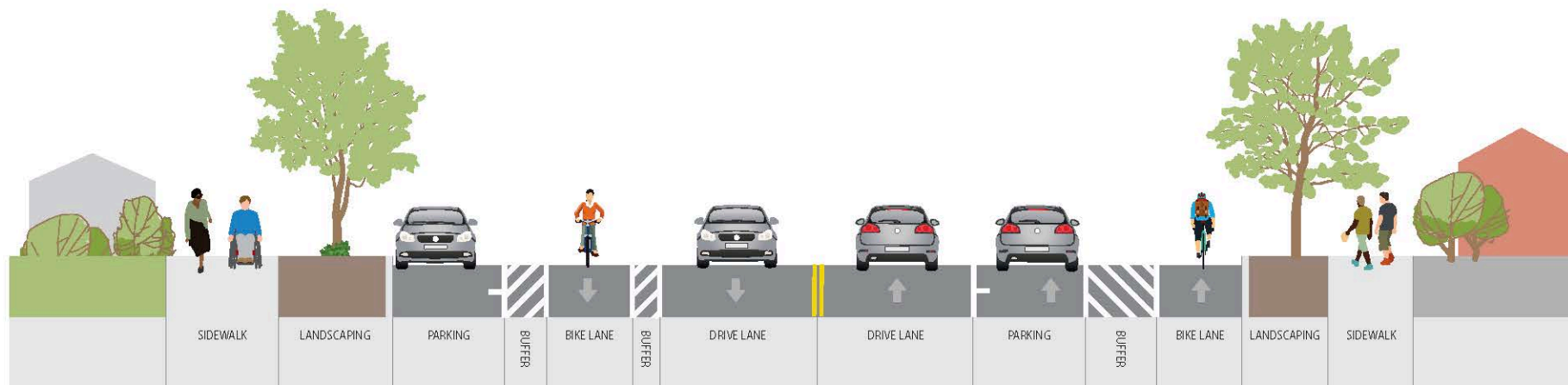
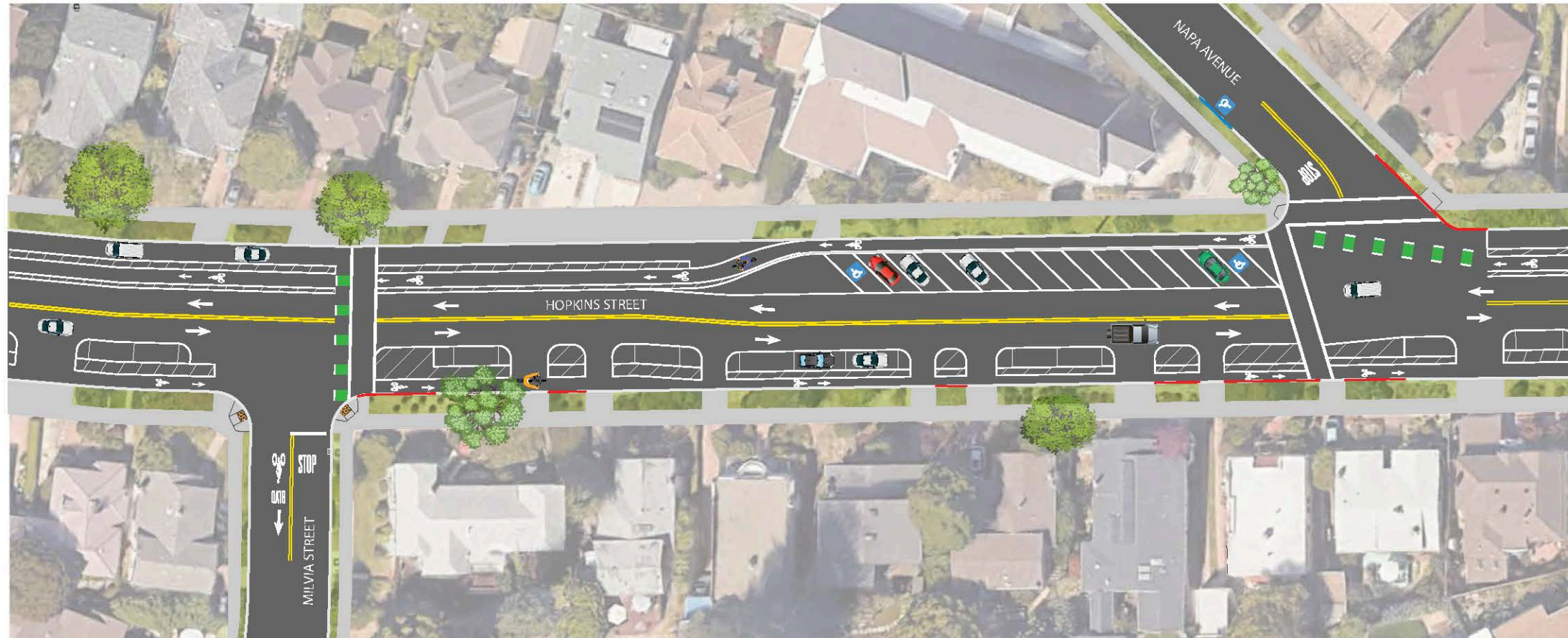
### Segment 1: Sutter Street to The Alameda





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

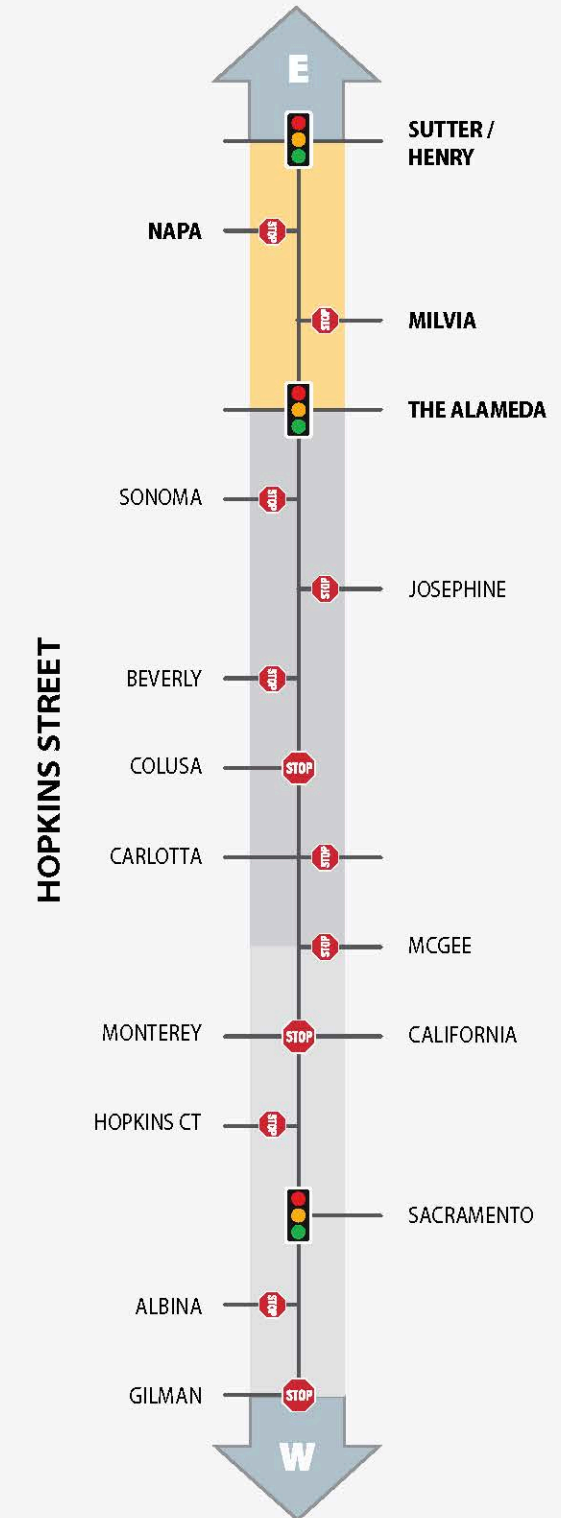
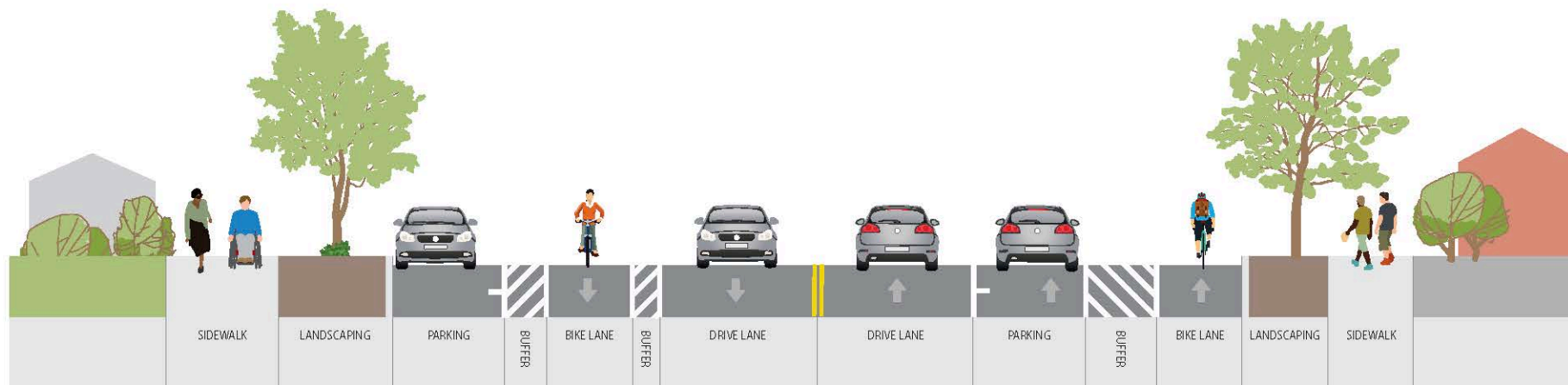
## Segment 1: Sutter Street to The Alameda





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

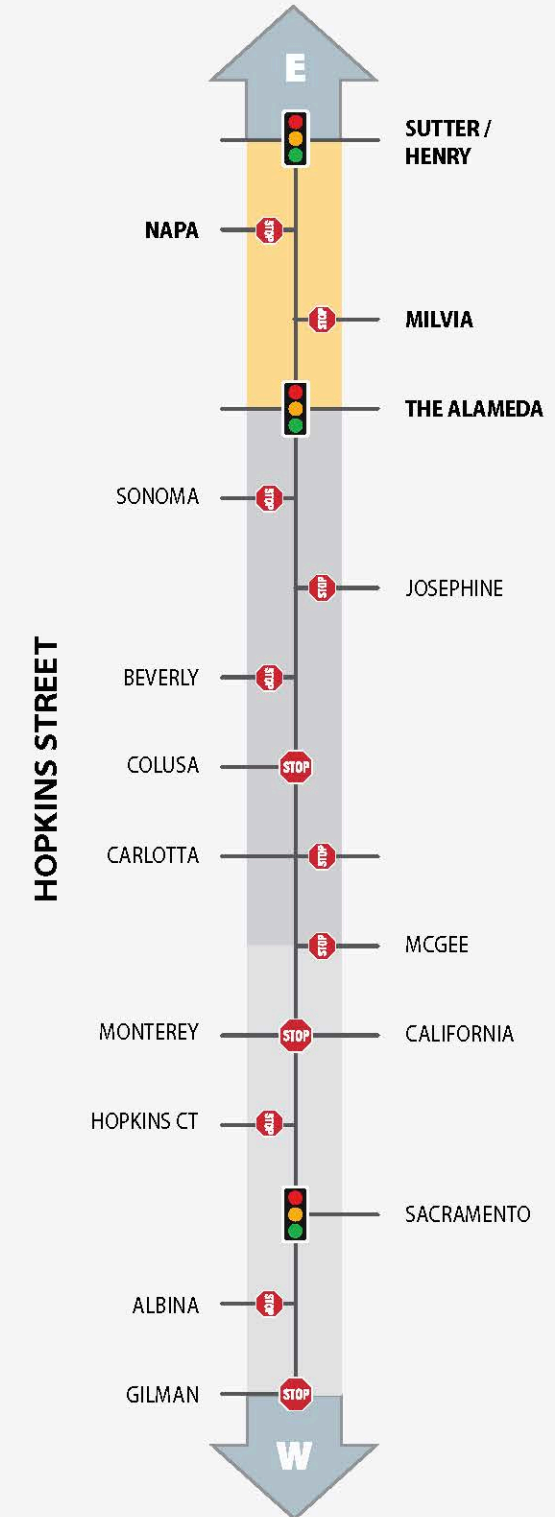
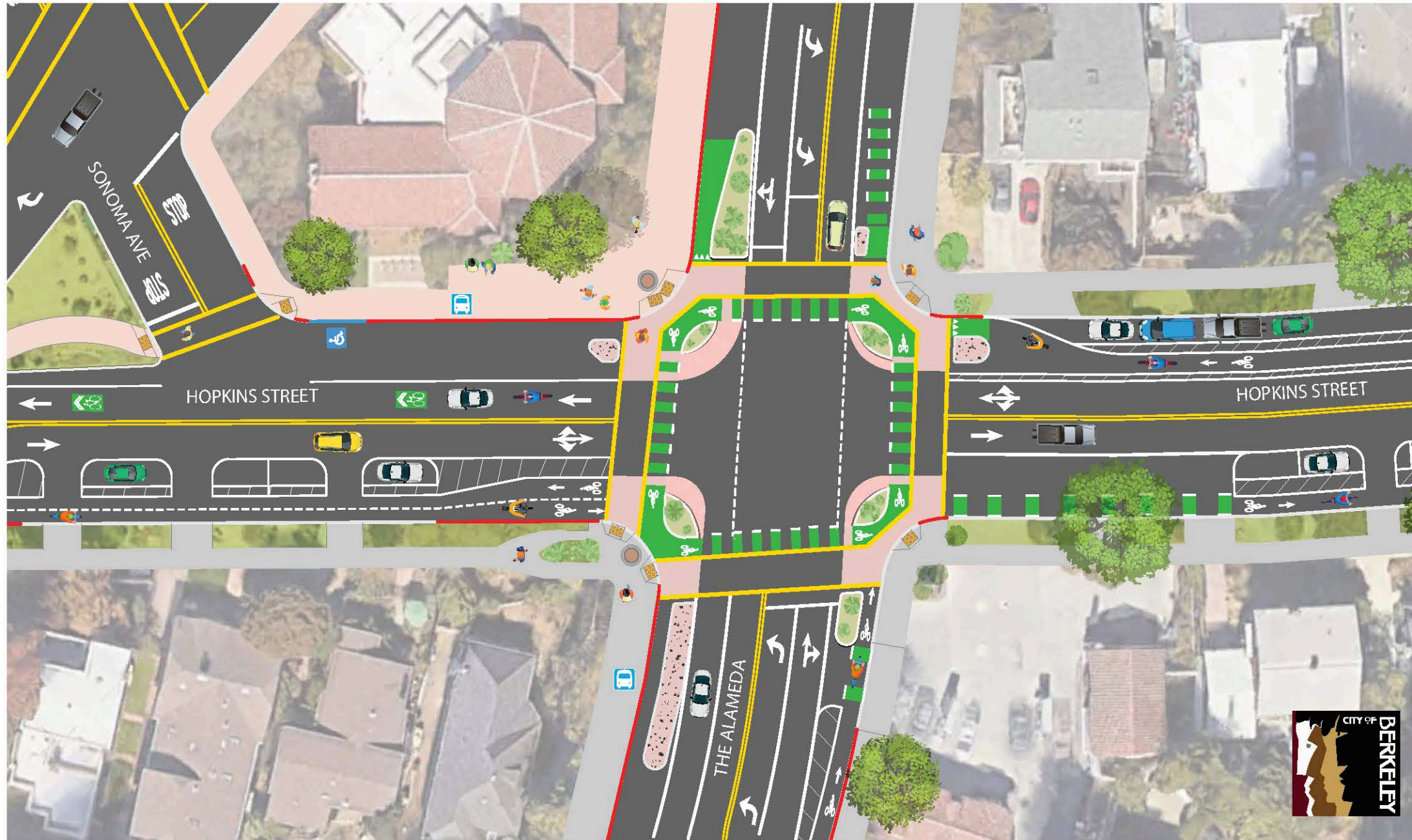
## Segment 1: Sutter Street to The Alameda





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

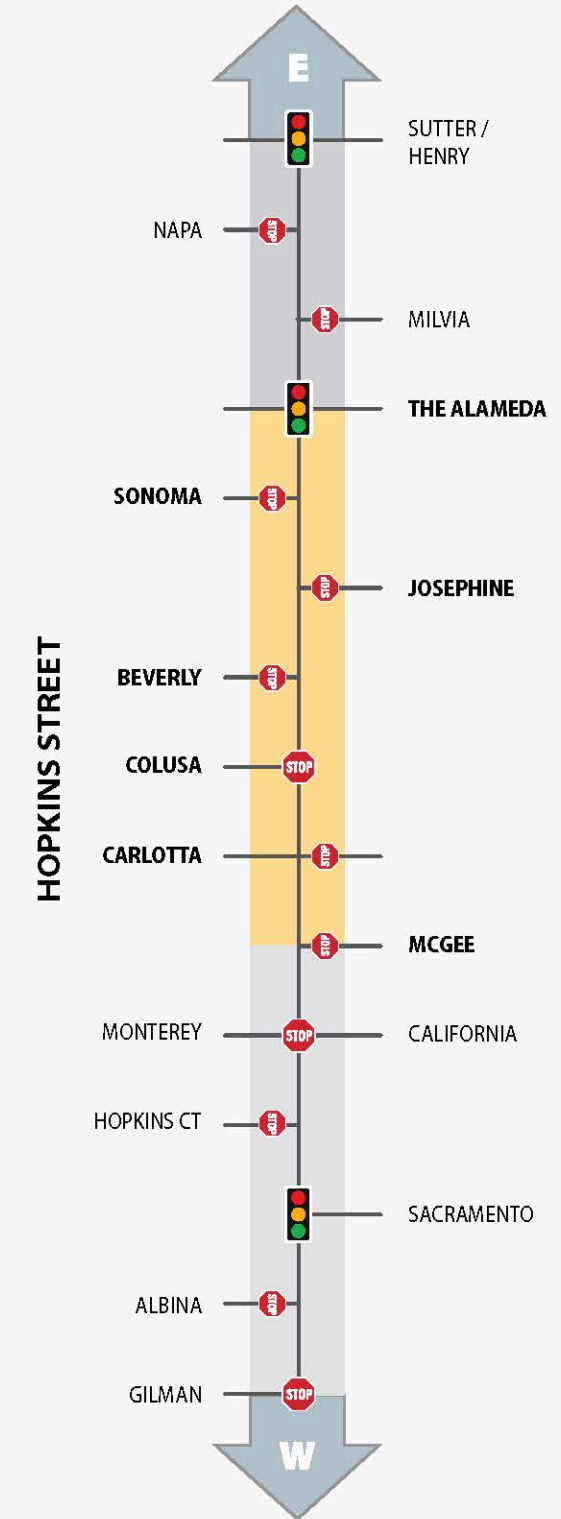
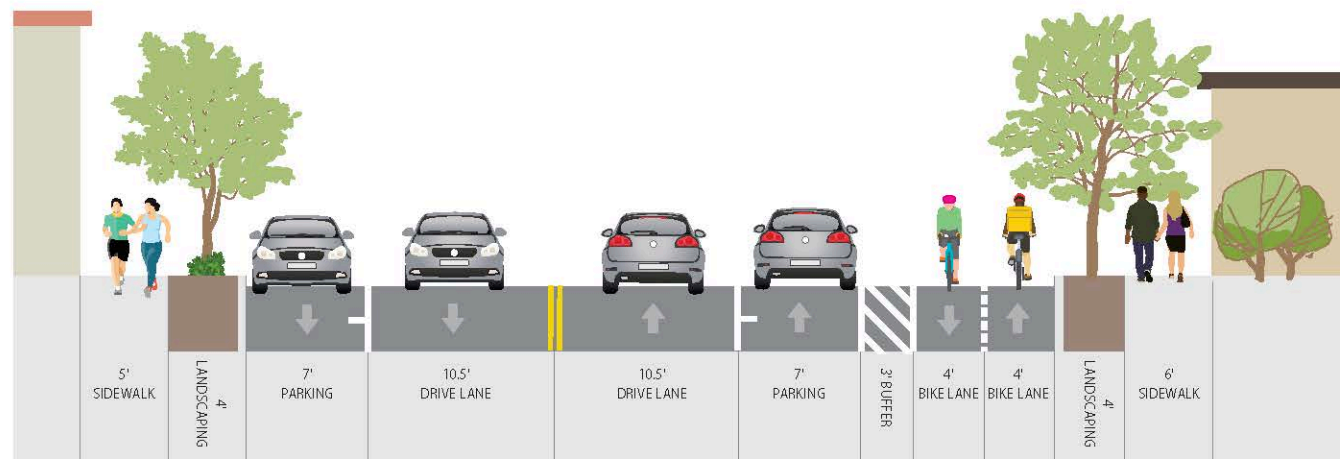
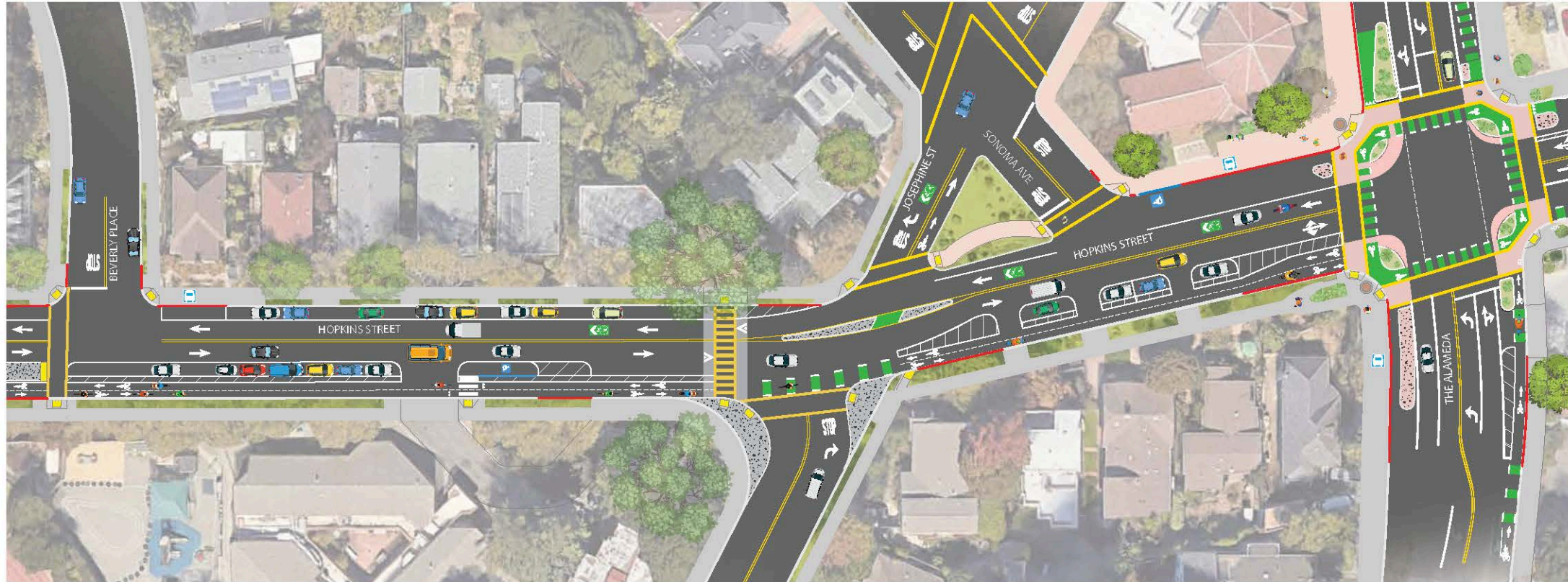
## The Alameda Intersection





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

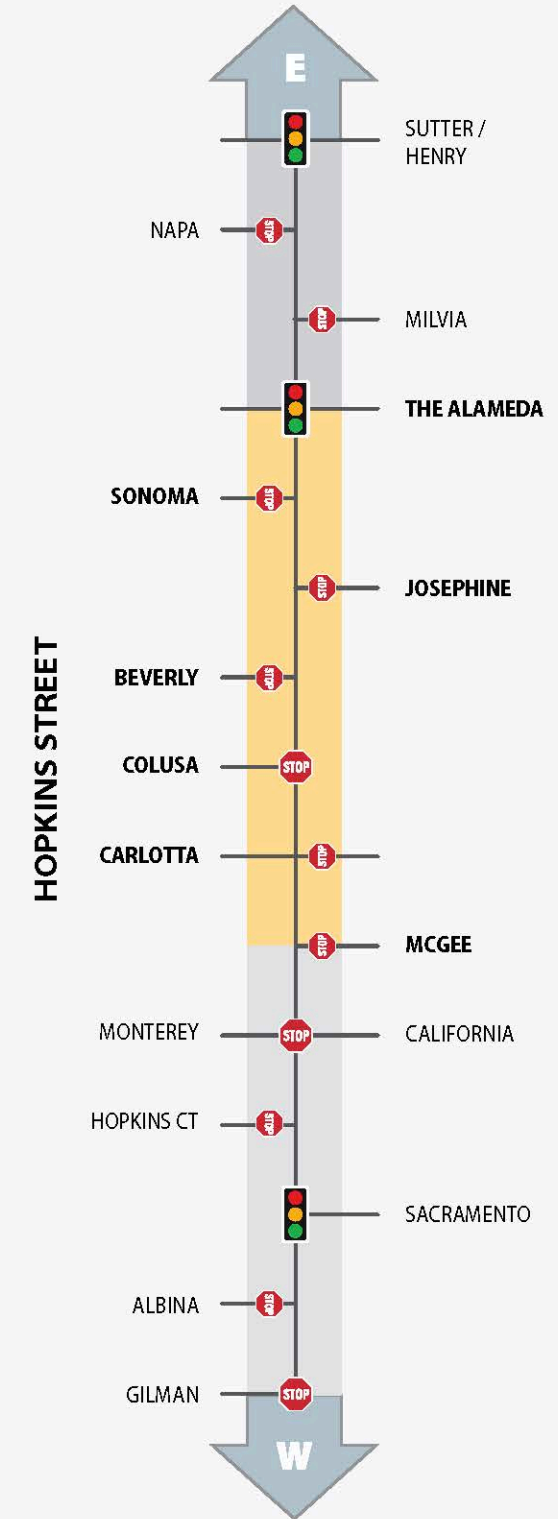
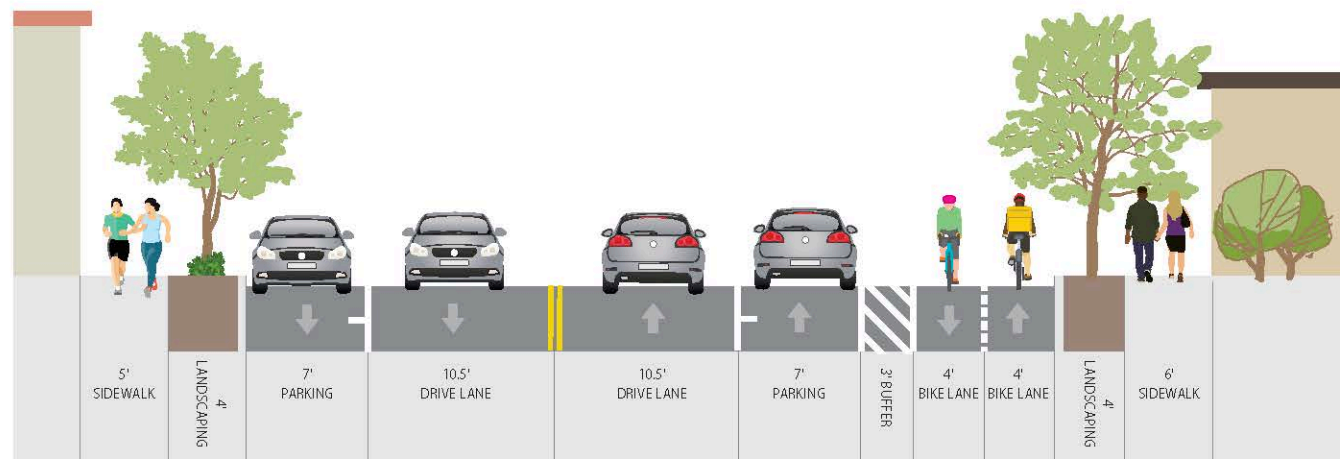
## Segment 2: The Alameda to McGee Avenue





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

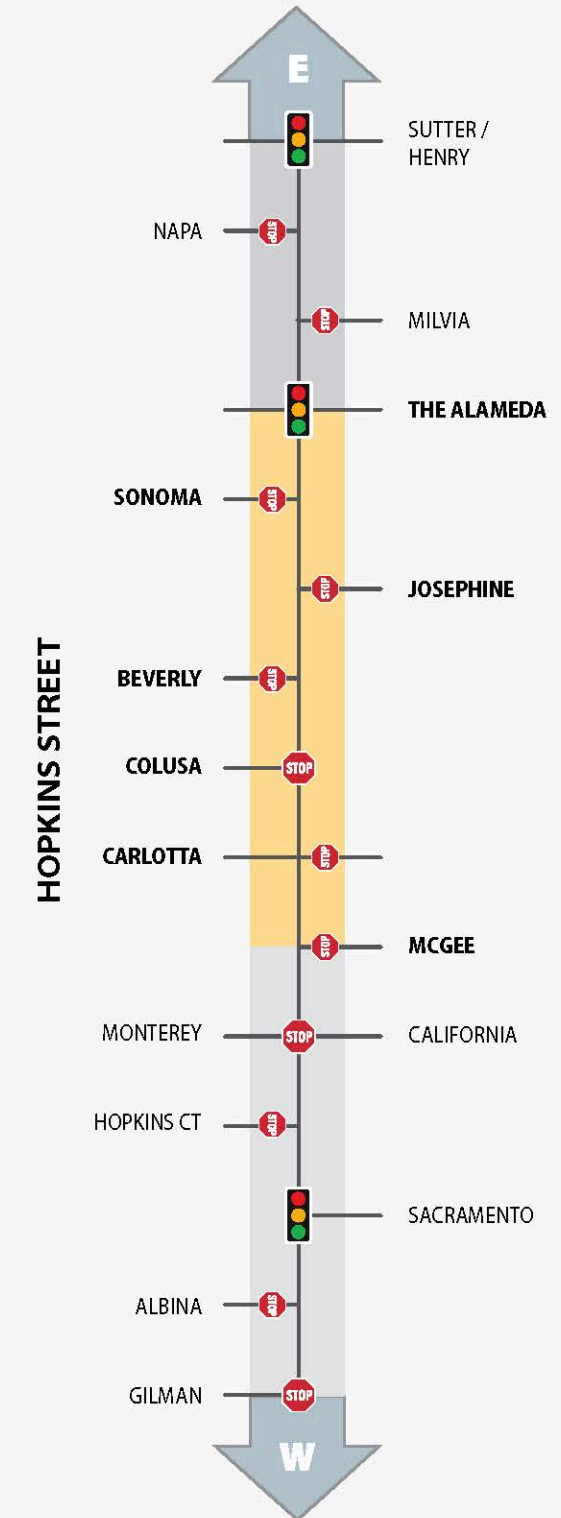
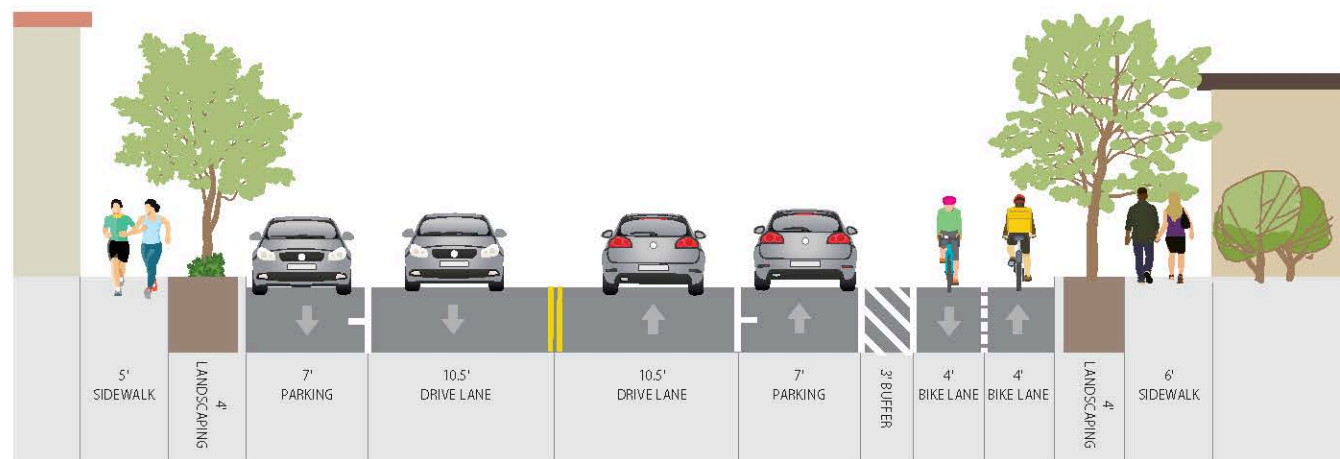
## Segment 2: The Alameda to McGee Avenue





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

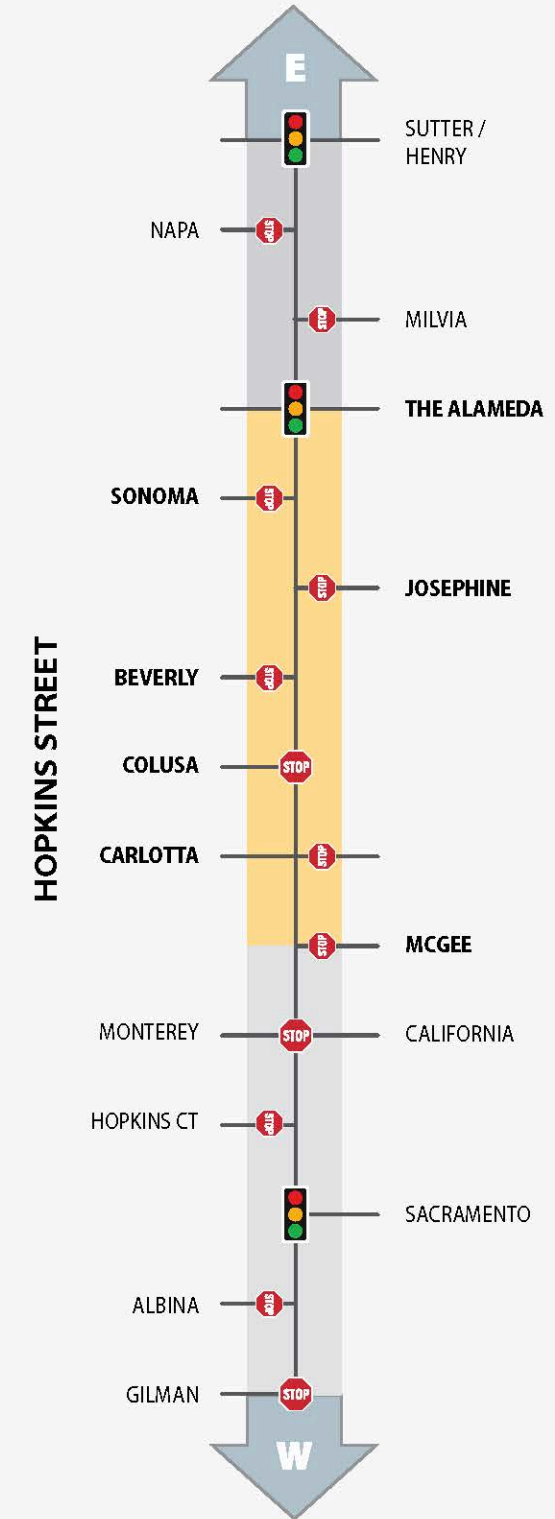
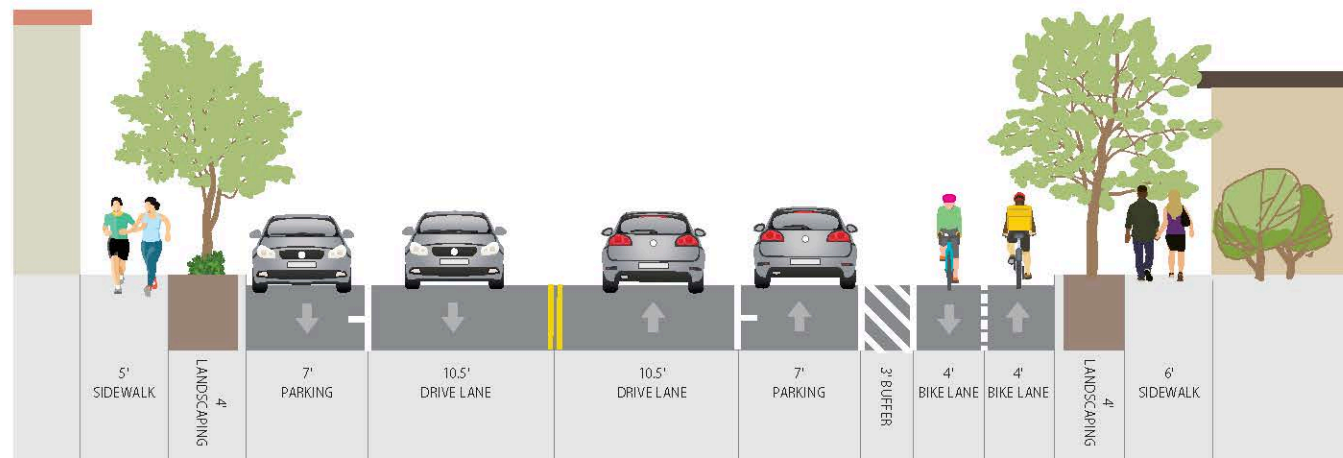
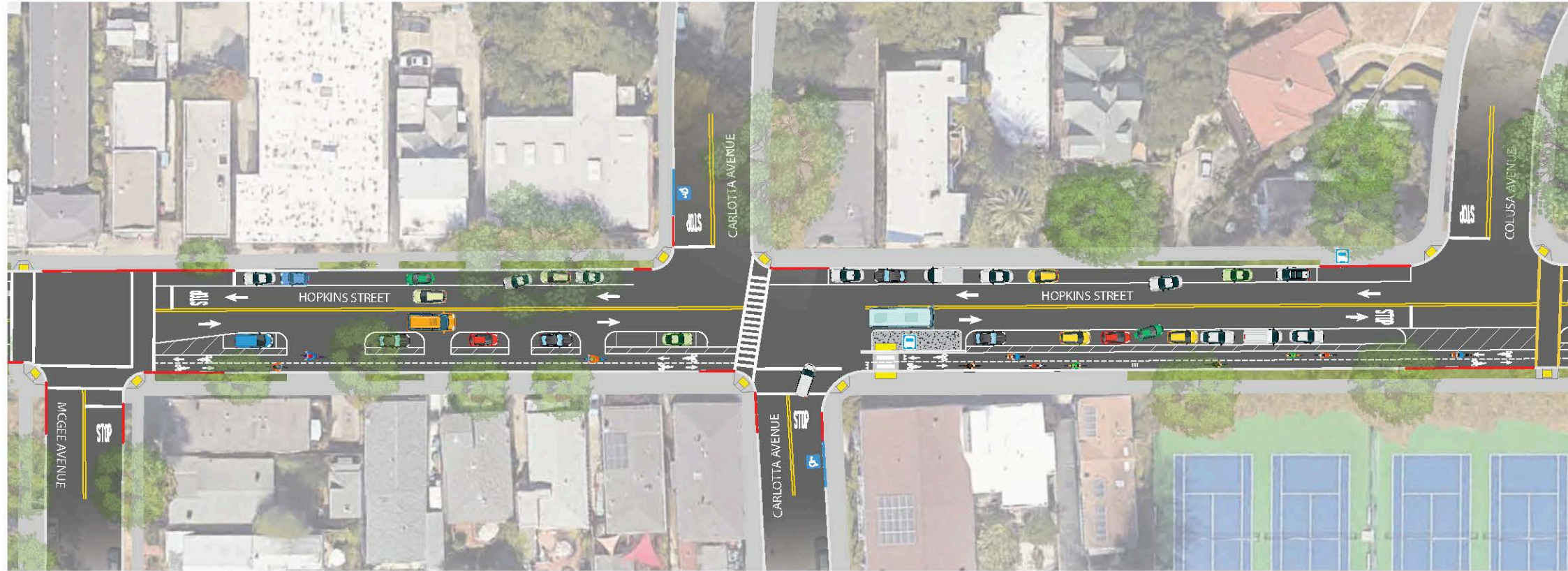
## Segment 2: The Alameda to McGee Avenue





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

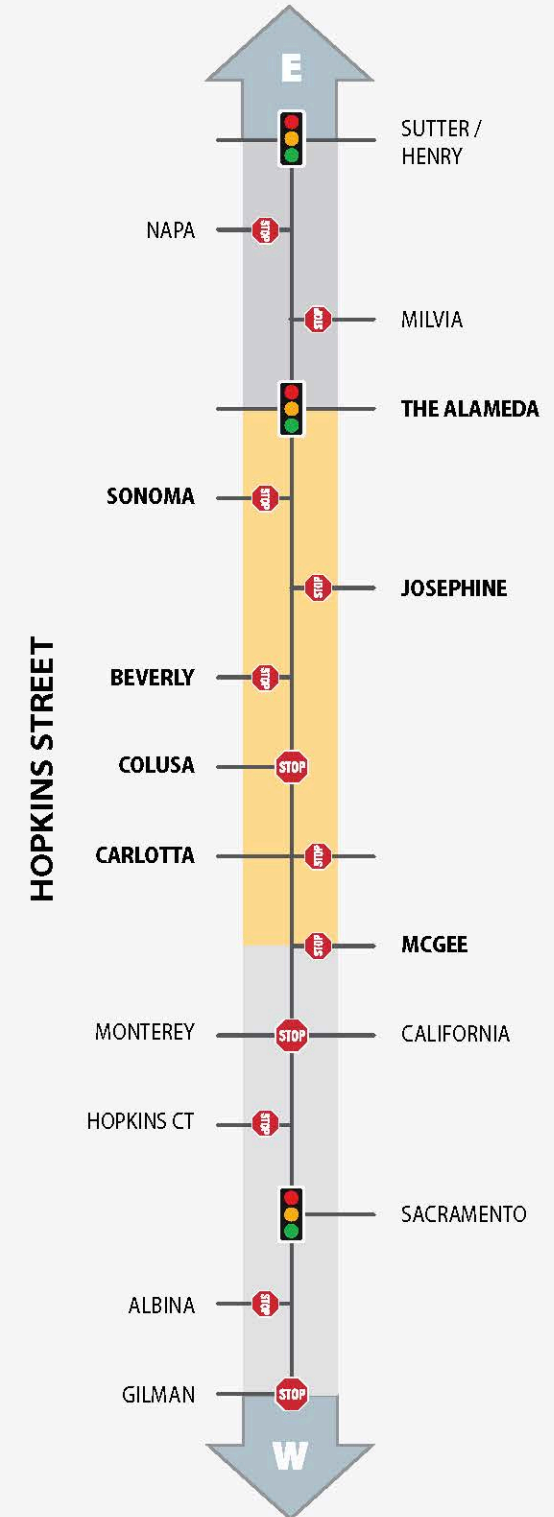
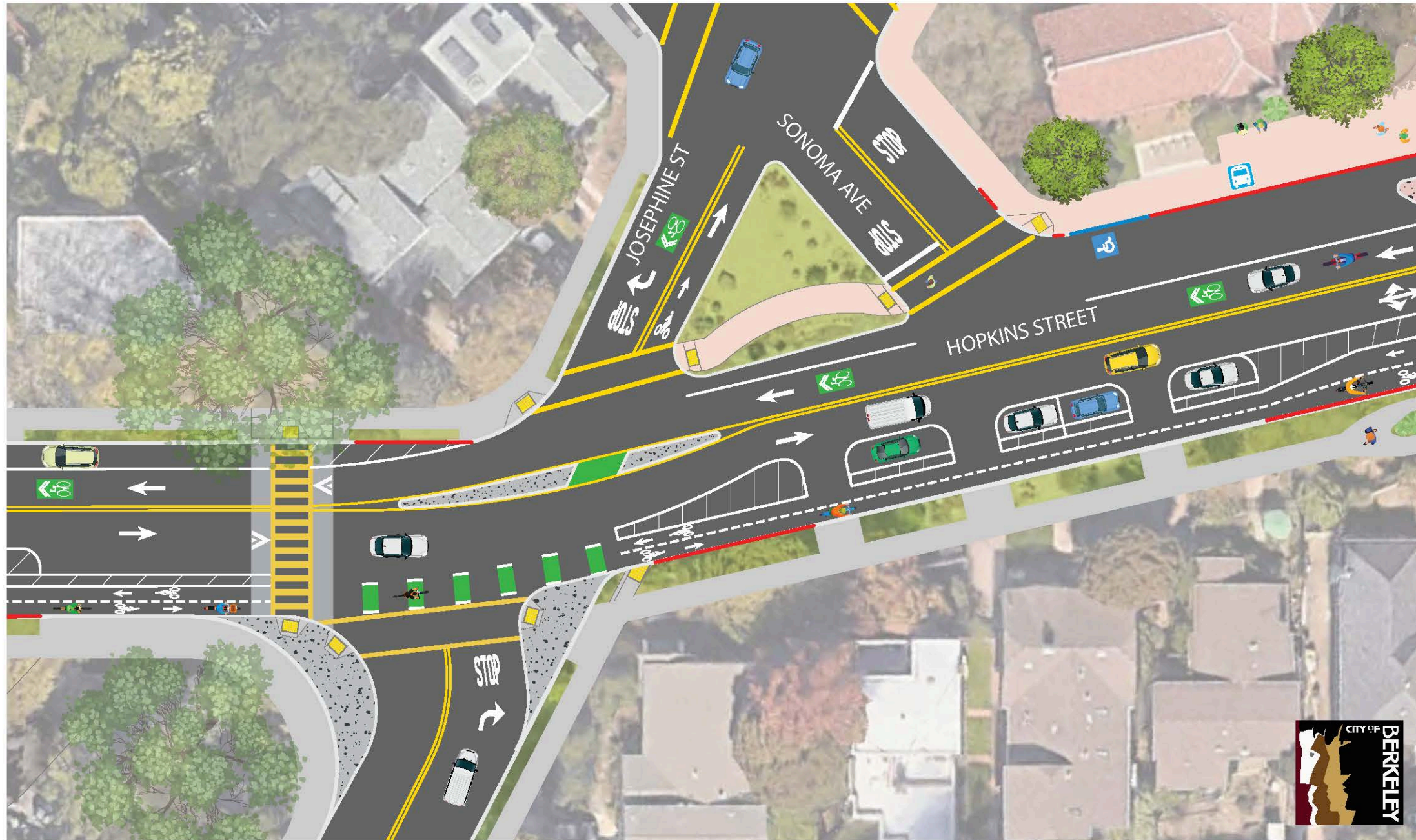
## Segment 2: The Alameda to McGee Avenue





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

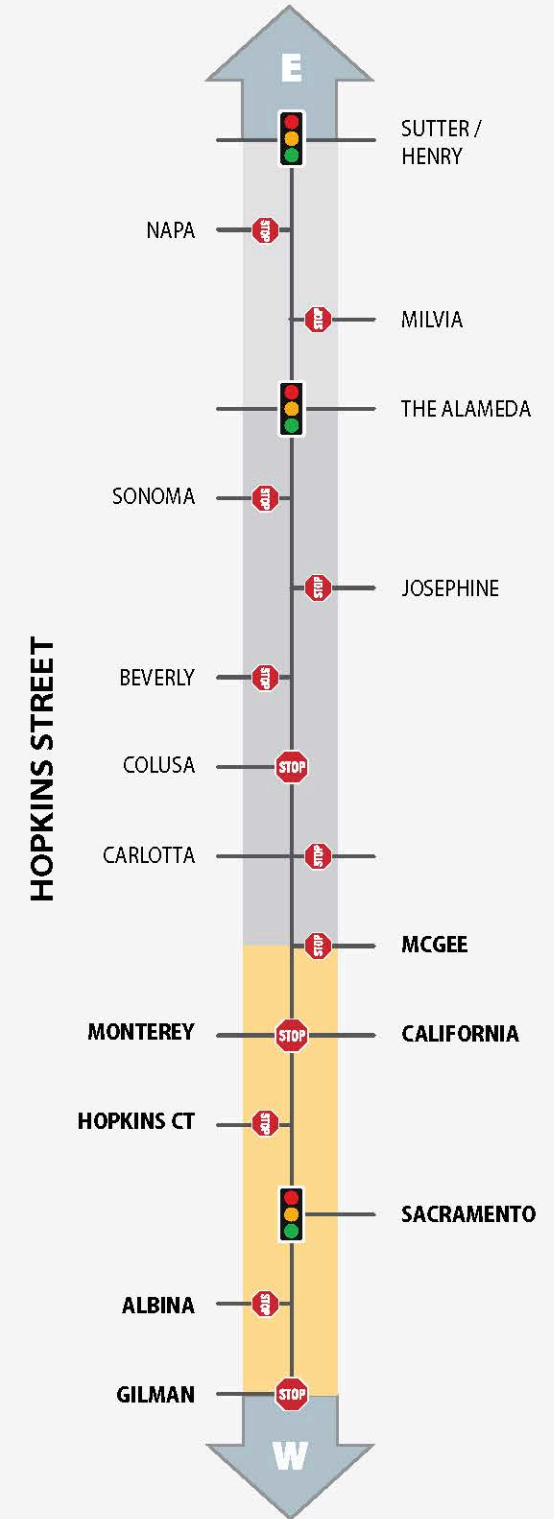
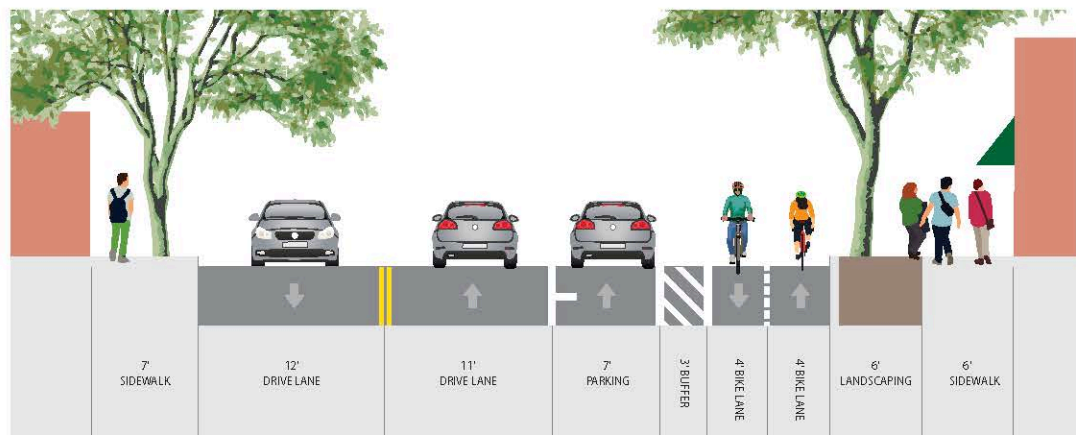
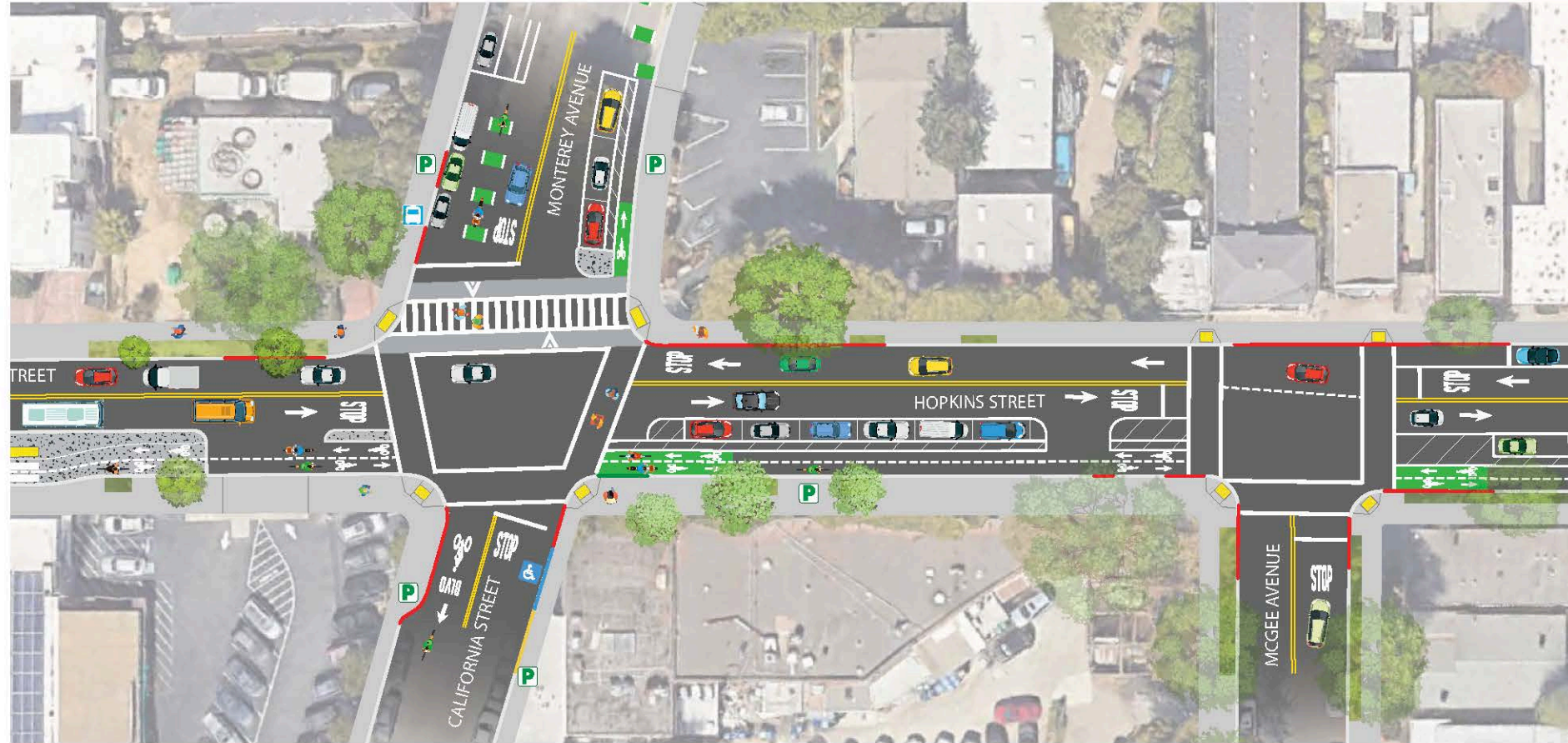
## Segment 2: Josephine Street and Hopkins Street Intersection





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

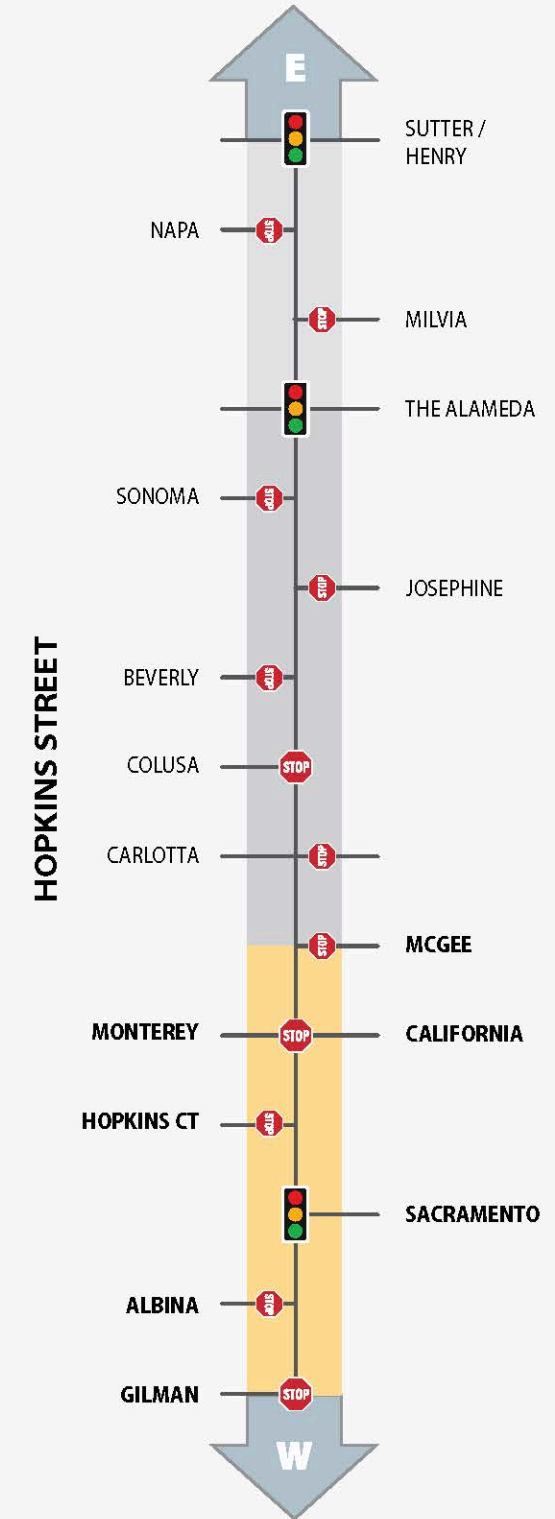
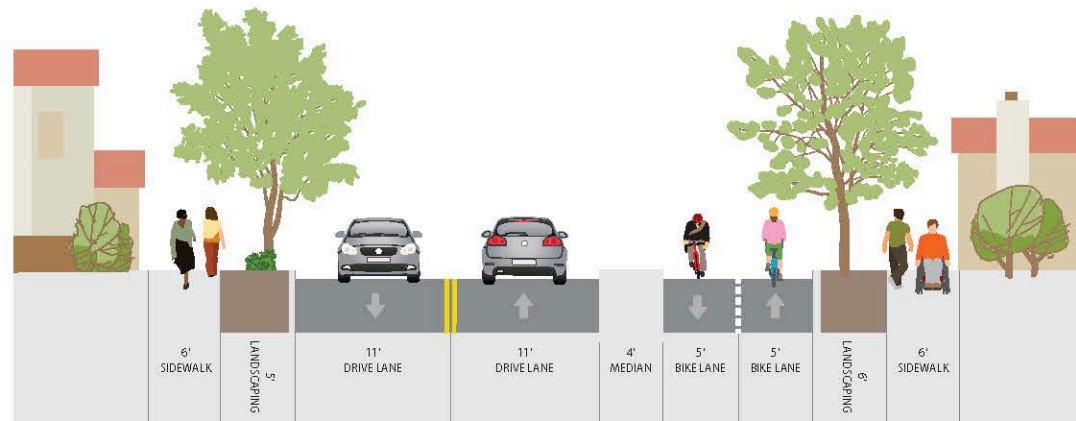
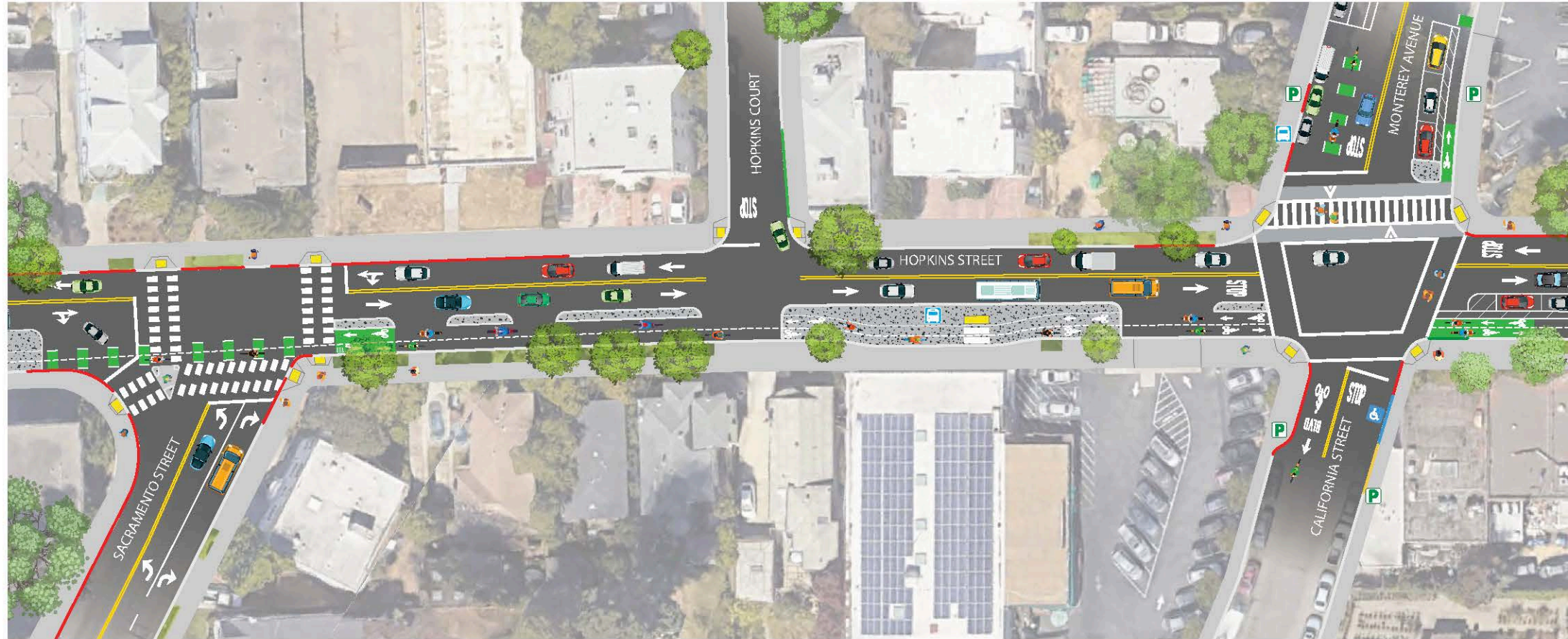
## Segment 3: McGee Avenue to Gilman Street





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

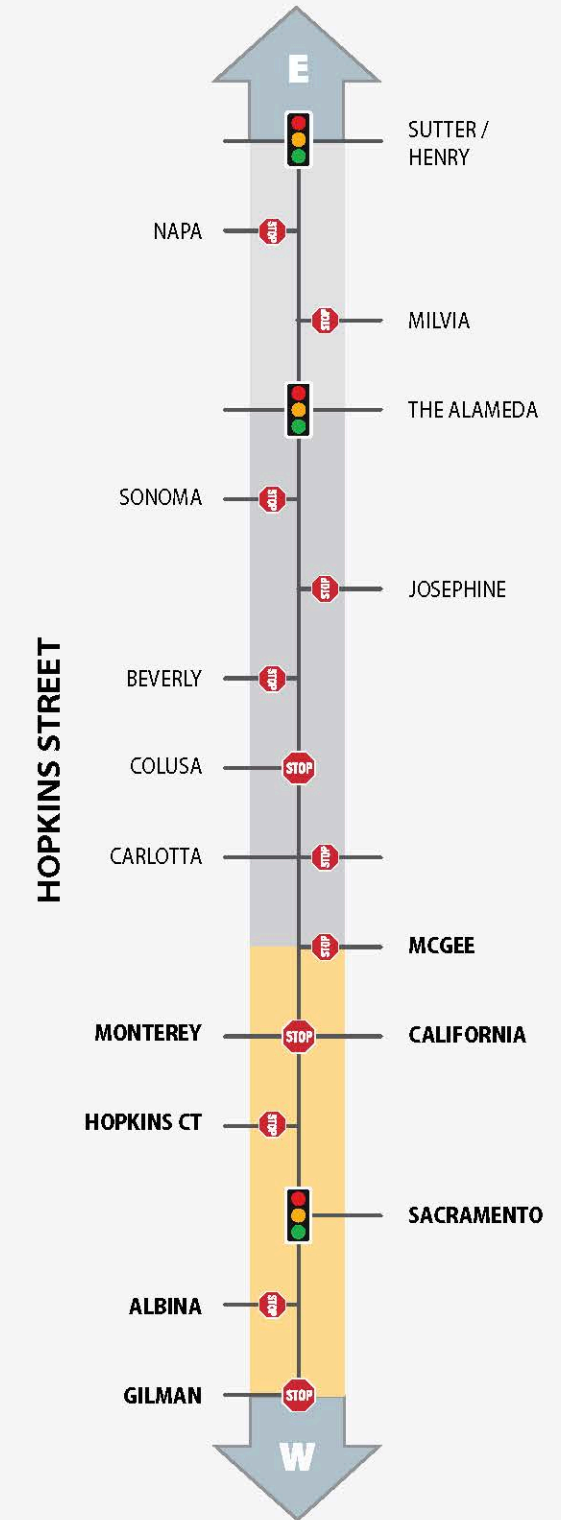
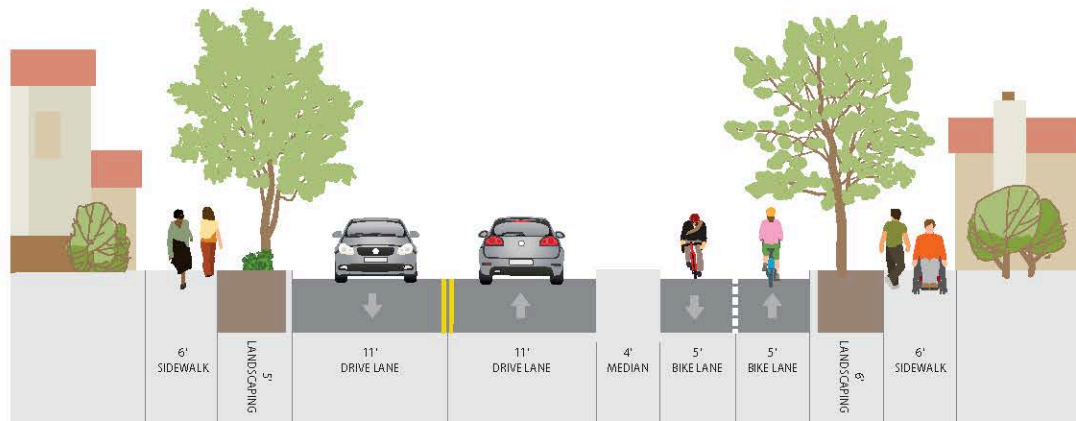
## Segment 3: McGee Avenue to Gilman Street





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

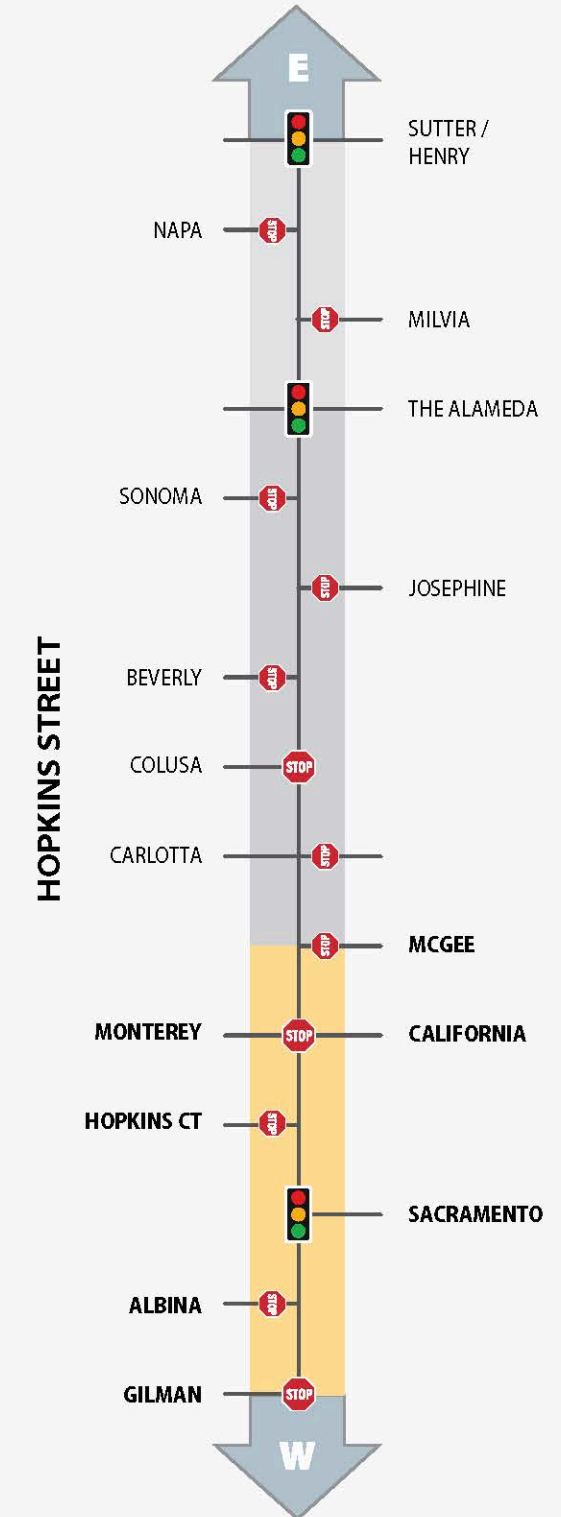
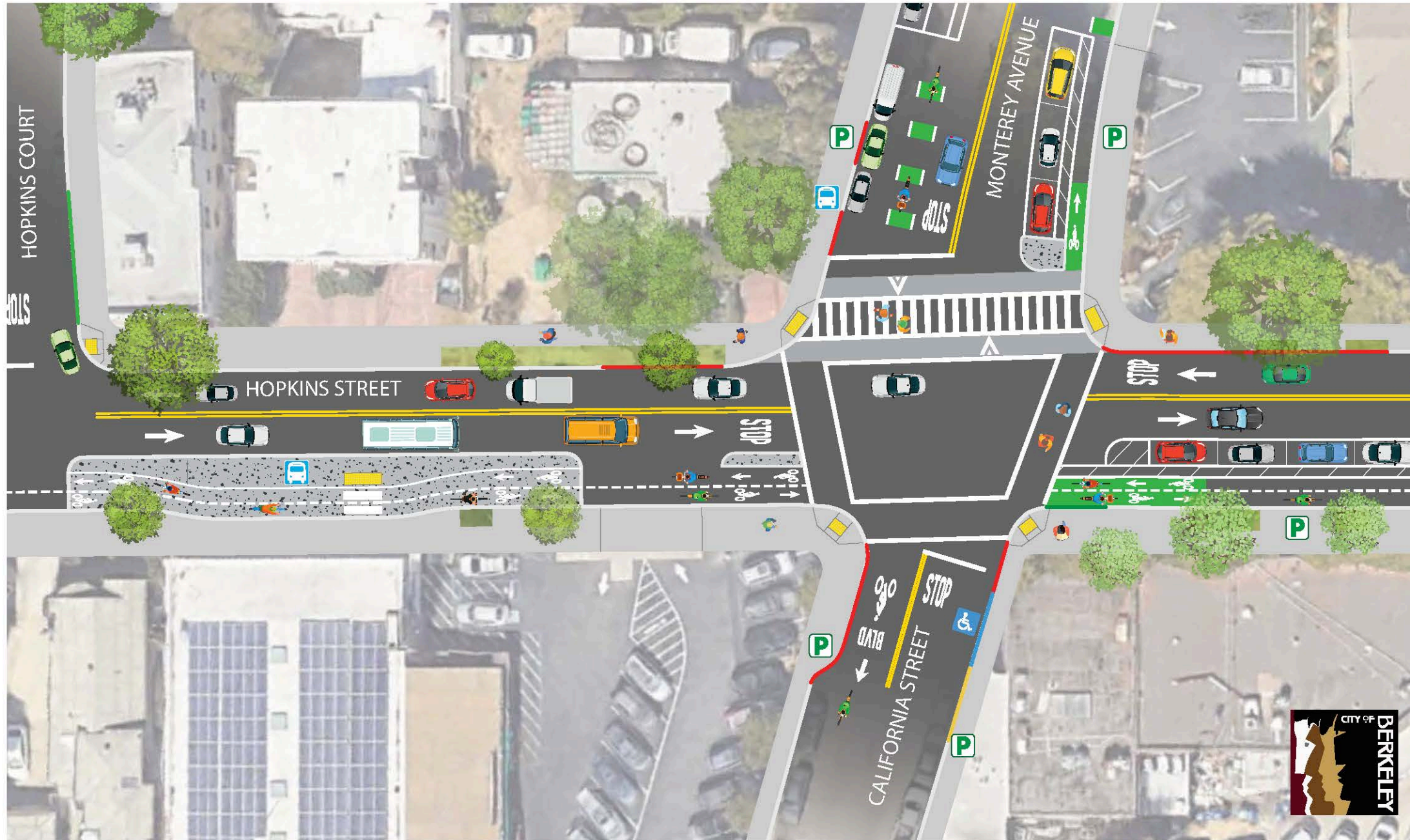
## Segment 3: McGee Avenue to Gilman Street





# Hopkins Corridor Traffic and Placemaking Study Near-Term Design Alternative

## Hopkins Street and Monterey Avenue Intersection





Homeless Commission

## ACTION CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council  
 From: Homeless Commission  
 Submitted by: Paul Kealoha-Blake, Chair, Homeless Commission  
 Subject: Development of Crisis Stabilization Program in Berkeley

### RECOMMENDATION

That City Council refer to the City Manager to develop a crisis stabilization program based on the Bend, Oregon crisis stabilization model, tailored to Berkeley.

### FISCAL IMPACTS OF RECOMMENDATION

The exact fiscal impact will have to be determined by the City Manager's office. However, the costs will be substantially offset by the costs that will be saved by reducing the number of 5150 transports for which the City of Berkeley currently allocates 2.4 million annually from Measure P monies. Grants are also available that will fund the crisis stabilization program.

### CURRENT SITUATION AND ITS EFFECTS

Berkeley has no options to transport persons in mental health crisis except to the County John George mental health facility or the Santa Rita Jail. As such, the City absorbs the cost of transporting persons which are not covered by insurance and persons, in mental health crisis, are at best, generally, brought to an inpatient facility that stigmatizes them and warehouses them briefly, only to discharge them back to the same situation from where they came, and at worst, acts punitively in placing them into a correctional setting without needed mental health treatment and linkage to resources in their own community.

The United States Department of Justice recently released a scathing investigative report on the lack of community mental health models in Alameda County. Justice Department Finds that Alameda County, California, Violates the Americans with Disabilities Act and the U.S. Constitution.

Disability Rights California has filed litigation based on the same premise.

<https://www.disabilityrightsca.org/press-release/disability-rights-california-files-lawsuit-against-alameda-county-for-its-failed>

Berkeley is one of two mental health divisions in the state that has its own mental health division, independent from the County, with its own mental health streams of funding. Thus, Berkeley is responsible, in large part, for establishing its own community mental

health programs. Yet, Berkeley has provided no alternative for persons in mental health crisis to seek stabilization, on a voluntary basis, nor an alternative for law enforcement to transport persons in mental health crisis, when the Berkeley Police Department is actively engaging with a person in mental health crisis, other than the same County facilities, being John George and the Santa Rita Jail, that the Department of Justice has found to be deficient in providing needed mental health services, and as overly restrictive and punitive.

It has been estimated that 40%-50% of Berkeley's 5150 transports are homeless. Thus, the unhoused are greatly impacted by the inappropriate and punitive transports to John George and Santa Rita because of the lack of community mental health models. The unhoused are also greatly impacted by the lack of models so that they are frequently returned to the streets, in the same situation, instead of facilitating linkage to resources in the Berkeley community. The substantial number of unhoused persons that receive 5150 transport has resulted in 2.4 million of Measure P monies, allocated for homeless services, directed towards this transport.

#### BACKGROUND

On November 15, 2021, the Homeless Commission passed a motion as follows:

That City Council refer to the City Manager to develop a crisis stabilization program based on the Bend, Oregon crisis stabilization model tailored to Berkeley, consistent and that this report be incorporated into the Homeless Commission's recommendation.

**Vote:** Ayes: Marasovic, Gomez, Kealoha-Blake.

*Noes:* None. *Abstain:* Andrew. *Absent:* Behm-Steinberg.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Following the implementation of a crisis stabilization program, a substantial number of persons in mental health crisis will be diverted away from transport to farther away unnecessary institutionalization and incarceration into a community-based model in their own Berkeley community.

#### RATIONALE FOR RECOMMENDATION

As an independent mental health division, Berkeley has a responsibility to step up and establish appropriate treatment community mental health models that are community-based. At this juncture, persons in mental health crisis have no local place to stabilize and voluntarily seek assistance, to take respite and to intensively linked up with other services on a 24/7 model. The Berkeley Police Department has no location to bring persons in mental health crisis other than the inappropriate ones provided by the County.

Bend, Oregon has successfully implemented a 23-hour crisis stabilization program that is an excellent model for Berkeley to tailor to Berkeley needs.



There are multiple reasons that the Bend model would work in Berkeley. First, Bend's population, at 93,917, is similar to Berkeley's in numbers. The Bend program is a 24/7 program with recliners where people rest while they are provided intensive mental health support and linkage to community resources as needed. Unlike some crisis stabilization programs elsewhere, Bend's crisis stabilization program is focused on mental health needs. It is not a program directed exclusively towards sobriety or a homeless shelter as are some programs elsewhere. Albeit that they have behavioral health clinicians on staff, Bend's focus is not a medical model. With Bend's current increasing homelessness, they estimate that 30% of persons in mental health crisis utilizing their crisis stabilization program are of homeless status.

Bend's program takes walk-ins unlike some programs. Any person seeking mental health crisis stabilization can walk in voluntarily on a 24/7 basis. There are no financial eligibility requirements. Thus, whether or not a person is medically insured, they will be easily welcomed and accepted into Bend's mental health crisis stabilization program. Persons can come in from any source as long as they voluntarily choose to do so.

When law enforcement engages with a person in mental health crisis in Bend, they present them with three options: the inpatient mental health facility, the jail or the crisis stabilization program. The choice is that of the person in crisis. They will not otherwise be involuntarily directed into the program but provided the three options where they can be transported. Persons in mental health crisis frequently choose the crisis stabilization program. Doing so not only allows them to receive respite and linkage to resources within their own community, it frees them from the stigma of being involuntarily committed or incarcerated.

A survey of participants in the Bend crisis stabilization program revealed that 3% of persons in mental health crisis who had come to the program (37 persons) had stated that had they not come to the program, they would have taken their lives. There is no greater cost-effectiveness than the cost of saving human lives.

Bend also found that when there was a transport from law enforcement, law enforcement spent only an average of four minutes transitioning persons into the crisis stabilization program as opposed to far longer time required of law enforcement when a person in mental health crisis was directed towards institutionalization or incarceration.

Berkeley's direction will have one distinction in that the Bend program is operated by their County which has an elaborate crisis system. Berkeley's program would be based in Berkeley and contracted out to a nonprofit provider competent to provide 24/7 crisis stabilization program services.

The issues that will have to be addressed by the City Manager's office will be funding issues, staffing (both numbers and qualifications) and location.

ALTERNATIVE ACTIONS CONSIDERED:

The only alternative is to do nothing and to be complicit with the County in providing a lack of appropriate community-based mental health services for persons in mental health crisis.

CITY MANAGER: See companion report.

CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator, (510) 981-5435.





Office of the City Manager

ACTION CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Peter Radu, Assistant to the City Manager

Subject: Companion Report: Development of Crisis Stabilization Program in Berkeley

RECOMMENDATION

There has been interest expressed by the Homeless Commission and Mental Health Commission in establishing Crisis Stabilization Units (CSU) within the geographical boundaries of Berkeley.

Given the significant changes coming to the crisis system in Berkeley, the opportunities to increase the use of the Amber House CSU (which persistently has vacant beds) by Berkeley residents, the significant costs in funding and siting a CSU in Berkeley, the complexities of Medi-Cal billing for a CSU funded by Berkeley, staff do not recommend creating a CSU in Berkeley at this time.

Instead, Berkeley could partner with the Alameda County Behavioral HealthCare (ACBH) Plan and Bay Area Community Services (BACS) on increasing the use of Amber House by Berkeley residents and, over the coming 12-18 months, assess the need for additional options for treatment of individuals experiencing a behavioral health crisis. Data from the coming Peer Respite and Specialized Care Unit (SCU) could support informing a plan for building out that crisis system in Berkeley. It is conceivable that better coordination of referrals to Amber House and a non-licensed crisis support program such as the Peer Respite could meet the need in Berkeley at a significantly reduced cost and with far less difficulty than funding and siting a CSU in Berkeley.

FISCAL IMPACTS OF RECOMMENDATION

A CSU located in Berkeley would be expensive to both build and operate. As the City of Berkeley is a contract provider for the Alameda County Behavioral HealthCare (ACBH) Plan, and as such cannot subcontract Medi-Cal billing, a CSU in Berkeley would either need to forgo billing Medi-Cal (a very significant revenue stream for funding a CSU), or Berkeley would need to develop a contract with ACBH to transfer funding for a CSU in Berkeley, and ACBH would need to contract for and oversee the construction and operation of a CSU.

If ACBH were to contract for and oversee the construction and operation of a CSU, these elements would need to follow the procurement processes in place for ACBH.

Importantly, ACBH leadership has indicated to City staff that they do not currently see the need for a CSU in Berkeley, and would not be inclined to provide any funding for such an effort.

### CURRENT SITUATION AND ITS EFFECTS

Crisis Stabilization Units are short-term (less than 24 hours) residential treatment programs that provide immediate care to individuals experiencing an acute mental health or co-occurring mental health and substance use concern. CSUs typically provide service 24 hours a day, 7 days a week, and offer an alternative to hospital emergency rooms or jail for individuals who are facing an urgent behavioral health concern that cannot be adequately addressed in a community setting. CSU services programs are part of many California counties array of crisis services.

Amber House, which is located in Uptown Oakland and operated by Bay Area Community Services (BACS), also contains a 14-bed Crisis Residential Treatment Program (CRT) for individuals in crisis who would benefit from a longer period of support and stabilization and do not meet the criteria for hospitalization. Established in the Fall of 2019, Amber House serves individuals who have Alameda County Medi-Cal or no insurance.

In FY22, Amber House has maintained a daily census (number of individuals utilizing the CSU) of roughly 1.5 clients a day – with a capacity to serve 12 individuals at a time. This underutilization data aligns with the information presented by BACS staff at the Mental Health Commission meeting on December 16<sup>th</sup>, 2021, where BACS reported that Amber House CSU has never had to turn away a person due to capacity issues, and usage is generally well under capacity.

Individuals in a mental health crisis that do not meet the criteria for transport to a receiving facility for a 5150 evaluation can be voluntarily transported or referred to Amber House. Amber House reports that clients have been referred by the following categories: Self (28%), Treatment Teams, including Full Service Partnerships (32%), Outpatient Mental Health Clinics (4%), Police Drop Off (2%), Hospital ER (8%), Substance Use Programs (2%), Mobile Crisis Providers (11%), Friends or family (7%), and other sources (6%).

### BACKGROUND

On November 15, 2021, the Homeless Commission passed a motion as follows:

That City Council refer to the City Manager to develop a crisis stabilization program based on the Bend, Oregon crisis stabilization model tailored to Berkeley, consistent and that this report be incorporated into the Homeless Commission's recommendation.

**Vote:** Ayes: Marasovic, Gomez, Kealoha-Blake.

**Noes:** None. **Abstain:** Andrew. **Absent:** Behm-Steinberg.

## ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Following the implementation of a crisis stabilization program, some persons in mental health crisis could be diverted away from transport to further away institutions. There are no other known environmental or climate impacts from this project.

## RATIONALE FOR RECOMMENDATION

Per report by Alameda County, Amber House is currently underutilized, and consistently has open beds for individuals who would benefit from and are interested in a CSU. Close to the South Berkeley border, use of this facility should be maximized prior to determining if there is need for additional CSU capacity for Berkeley residents. This could be done through:

- Collaborating with ACBH and BACS around a publicity campaign for utilization of Amber House by Berkeley providers, residents, and the Berkeley Police Department (BPD). This could include development of marketing materials and trainings.
- Structured training for BPD around utilization of Amber House, and collaboration with ACBH and BACS on developing clear procedures and protocols for BPD referral and drop-off of individuals for Amber House.
- Increase the ability of the Mental Health Division Mobile Crisis Team (MCT) to help individuals they interact with utilize Amber House. Currently, the MCT can provide bus tickets or taxi vouchers to individuals who want to access Amber House. Successful MCT referrals to Amber House could be increased by:
  - Developing a partnership between MCT/CAT and Amber House, including regular meetings on referrals.
  - Tracking MCT successful referrals to Amber House.
  - Increasing options for MCT referral to Amber House to include ride-sharing options like Lyft or Uber.
  - Evaluating directing the MCT to transport voluntary clients to Amber House. The MCT currently respond to individuals having a behavioral health crisis in a co-responder model with BPD, but does not transport individuals who do not meet criteria for a 5150 to alternate destinations. This change would include developing clear procedures for transport and assessing current vehicles for safety for transport, and tracking the use of Amber House by individuals referred or transported by MCT. This would likely trigger the need to meet and confer with local 1021 due to a change in working conditions for staff of the MCT. This change would likely be expensive due to need for alternate vehicles for MCT and slow, so pros and cons of this option should be examined.

Berkeley could also work with Amber House and ACBH to determine the utilization of beds at Amber House for Berkeley residents, and to identify any issues that Berkeley residents might be experiencing at discharge due to the location of Amber House.

Berkeley is currently in the process of adding two additional elements to the system of care for individuals who are experiencing a behavioral health crisis. When operational, these additional resources may further decrease the need for a new CSU in Berkeley. These are:

- Peer respite at the Berkeley Drop-In Center (BDC). This program will create capacity for BDC to provide peer respite services to individuals who are experiencing a behavioral health crisis.
- A Specialized Care Unit (SCU). The SCU is envisioned to provide 24/7, 365 days a year mobile crisis services and support to Berkeley residents, and will have the capacity to transport individuals in crisis to a variety of locations. The SCU is intended to divert individuals having a behavioral health crisis from a law enforcement response, instead having the first point of contact be behavioral health providers. The addition of the SCU to existing crisis response options (MCT, BPD) should give a lot more data on the interest and need for a CSU.

Staff believe that the City should explore the development of a Berkeley-specific CSU and/or other opportunities to serve this vulnerable population only after this current array of resources are exhausted,. Establishing a CSU site in Berkeley would be premature at this time, given the underutilized resources and the County's current lack of interest in engaging.

#### ALTERNATIVE ACTIONS CONSIDERED

Council could site and fund a CSU within the geographical boundaries of Berkeley. In evaluating this option, it is crucial to clearly define the need and the financial viability of funding and siting a CSU in Berkeley.

#### CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator, (510) 981-5435.  
Steve Grolnic-McClurg, Mental Health Manager, (510) 981-5249.



Homeless Commission

## ACTION CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Homeless Commission

Submitted by: Paul Kealoha-Blake, Chairperson, Homeless Commission

Subject: Expansion of Storm Shelter Program to Emergencies not Otherwise Covered

### RECOMMENDATION

To direct the City Manager to expand the Berkeley Emergency Storm Shelter (BESS) to emergencies not otherwise covered including outside the dates of the current contract with Dorothy Day House.

### FISCAL IMPACTS OF RECOMMENDATION

The fiscal impacts of the recommendation are best identified by the City Manager's office. Since the scope of the recommendation is to extend the Berkeley Emergency Storm Shelter to emergencies, the nature of emergencies is that they are unpredictable. Thus, it is unknown to what degree this recommendation needs additional monies to be implemented and whether it requires a referral to the Council Budget Committee or not.

### CURRENT SITUATION AND ITS EFFECTS

Dorothy Day House has operated the Berkeley Emergency Storm Shelter for almost 20 years, providing overnight shelter on a first come-first served basis for up to 45 people per night. Initially, the contract for BESS was for 45 days per year but in the last two years has been expanded. The BESS shelter opens if rain or temperatures at or below 40 degrees are expected overnight. The City's contract requires that Dorothy Day House take on this role beginning November 16<sup>th</sup> of this year.

On October 25, 2021-October 26, 2021, the City of Berkeley had a severe storm. Since this storm transpired prior to the November 10th BESS opening date, unhoused persons throughout Berkeley were left subject to the elements, endangering their health and safety, because they could not access the BESS shelter.

In addition to potential storm conditions, such as the one on October 25th-October 26th, there are no provisions for the emergency storm shelter to be open in other unrelated emergencies such as an earthquake, a fire, pipes bursting in another shelter or any other unanticipated emergency. The shelter should be expanded for these purposes.

### BACKGROUND

On November 15, 2021, the Homeless Commission passed a motion as follows:

That City Council refer to the City Manager to expand the emergency storm shelter program to emergencies not otherwise covered including outside the dates of the current contract with Dorothy Day House.

M/S/C Marasovic/Kealoha-Blake move that City Council refer to the City Manager to expand the emergency storm shelter program to emergencies not otherwise covered including outside the dates of the current contract with Dorothy Day House.

**Vote:** Ayes: Marasovic, Andrew, Gomez, Kealoha-Blake.  
Noes: None. *Abstain:* None. *Absent:* Behm-Steinberg.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

It is the environment that controls the issues in this recommendation. This recommendation is consistent with emergency preparedness needs for the unhoused community.

#### RATIONALE FOR RECOMMENDATION

The need for emergency shelter is not necessarily governed by definitive dates. As the October 25, 2021/ October 26, 2021 storm showed, nature operates on its own timing. In addition, an emergency storm shelter should be available for the unhoused in other emergencies such as earthquakes, fires or conditions that render where they might be staying uninhabitable.

#### ALTERNATIVE ACTIONS CONSIDERED

The contract could remain the same in which case the City will not be prepared to provide emergency shelter in any situations outside the scope of the current contract.

#### CITY MANAGER

See companion report.

#### CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator (510) 225-8035



Office of the City Manager

ACTION CALENDAR

April 26, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Peter Radu, Assistant to the City Manager

Subject: Companion Report: Expansion of Storm Shelter Program to Emergencies not Otherwise Covered

RECOMMENDATION

The Homeless Commission's recommendation to expand the Berkeley Emergency Storm Shelter (BESS) to emergencies not otherwise covered including outside the dates of the current contract with Dorothy Day House addresses a key need for our most vulnerable citizens. Therefore, staff recommends:

1. Referring this recommendation to the budget process; and
2. Referring this recommendation to staff for analysis of feasibility.

FISCAL IMPACTS of RECOMMENDATION

As the Homeless Commission mentions in their report, the additional budgetary commitment to implement this recommendation is unknown.

CURRENT SITUATION and ITS EFFECTS

Dorothy Day House has operated the Berkeley Emergency Storm Shelter for almost 20 years, providing overnight shelter on a first come-first served basis for up to 45 people per night. The BESS shelter opens if rain or temperatures at or below 40 degrees are expected overnight. The Homeless Commission has recommended that the shelter be extended for additional emergencies beyond the current scope.

In addition to the need for additional shelter capacity during an emergency response, Dorothy Day House operates the Horizon Transitional Village Program shelter at 742 Grayson Street, the lease for which expires in September 2022. Additional shelter capacity will be required to house this vulnerable population that will otherwise be displaced to the streets. Therefore, staff recommend referring this recommendation to staff for analysis, as it should be considered alongside other pressing priorities for shelter space in Berkeley.

BACKGROUND

On November 15, 2021, the Homeless Commission passed a motion as follows:

That City Council refer to the City Manager to expand the emergency storm shelter program to emergencies not otherwise covered including outside the dates of the current contract with Dorothy Day House.

ENVIRONMENTAL SUSTAINABILITY and CLIMATE IMPACT

There are no environmental concerns impacting the issues in this recommendation. This recommendation is consistent with emergency preparedness needs for the unhoused community.

ALTERNATIVE ACTIONS CONSIDERED

Alternative sites could also be identified to expand shelter capacity. In addition, current shelter capacity will be expanded once the COVID-19 restrictions are lifted, which will help offset the need for additional emergency shelter resources.

RATIONALE for RECOMMENDATION

Additional capacity for shelter is required to respond to emergency situations as well as the impending lease expiration of the Horizon shelter.

CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator, 510.225.8035



## **Communications – April 26, 2022**

*Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record.*

### **Item #28: Budget Referral for Accessibility Renovations for Luna Dance Institute**

1. Diana Bohn

### **Item #29: Budget Referral: Hopkins Corridor Bike, Pedestrian, and Placemaking Improvements**

2. Diane Garcia
3. Farid Javandel, Deputy Director of Public Works

### **Item #33: ZAB Appeal: 1643-1647 California Street, Use Permit #ZP2021-0001**

4. Sunny Grewal, studio g+s Architects

### **Item #36: Resolution Accepting the Surveillance Technology Report for Automatic License Plate Readers, GPS Trackers, Body Worn Cameras, and the Street Level Imagery Project Pursuant to Chapter 2.99 of the Berkeley Municipal Code**

5. Michael Chang, Chairperson, Police Accountability Board

### **Item #38a: Development of Crisis Stabilization Program in Berkeley**

6. Mental Health Commission

### **Road Repair**

7. Helga Recke
8. Sheila Jordan
9. Miranda Ewell
10. Margot Smith
11. Sam Saxe-Taller

### **Climate Change**

12. Thomas Lord (3)
13. Jeff W.

### **Oppose SB 9**

14. Stan Goldberg

### **High Fire Hazard**

15. Sally Williams

**Berkeley Marina South Sailing Basin Dredging**

16. Robert Ofsevit

**Establishing a Pilot Existing Building Electrification Installation Incentive**

17. Jack Kurzwell, on behalf of the Wellstone Club

**Housing**

18. Avram Gur Arye

**California Theatre Landmark**

19. Rebecca Kidd

20. Steven Schuyler

**Repatriations**

21. Bob Flasher

**Pandemic Failed Economic Forecasting**

22. Barbara Gilbert

**Tenant Opportunity to Purchase Act (TOPA)**

23. Ariana Thompson-Lastad

24. Sam Sokolsky

25. Keith Ray

26. Eva Shu

27. Katie DaQuino

28. Leah Mealey

29. Sylvia Chapman

30. Hector Malvido

31. Commission on Aging

32. 43 similarly-worded form letters

**Benado, Tony**

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**From:** Diana <nicca@igc.org>  
**Sent:** Monday, April 11, 2022 3:23 PM  
**To:** All Council  
**Subject:** Greetings, please support a grant for Luna Dance Institute

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor Arreguín and Berkeley City Council Members, As a Berkeley resident and voter in district 5 for 54 years, I submit this resounding endorsement for Luna Dance Institute's request for a grant of \$150,000 from the City of Berkeley to establish its fully accessible, permanent dance education center at 931 Ashby Avenue.

My daughter attended Luna's classes and performed with Luna when she was in high school. It was a wonderful experience for her, and it was an incredible experience for me to watch the wonderful performances! My grandsons attended Luna classes and performed with Luna when they were in elementary school. These were also great experiences for them as well as for me as the proud grandparent.

Our family was part of the Luna community as they moved from location to location and their recent purchase of a permanent home will be a point of stability for this vital nonprofit arts organization. Also, it will infuse the city of Berkeley, especially the West Berkeley arts scene and local economy of culture, technology, industry and retail, with generous dynamism and spirit.

Luna provides creative dance, family dance, and choreography classes to children; rehearsal and performance opportunities for artists; resources and room to investigate issues of social justice and creativity vital to the community and dance field; and partnerships with education and social service agencies seeking to bring the benefits of dance to their stakeholders.

Luna's program participants reside and work in neighborhoods of multiple ethnicities and languages, immigrants, disabled people, people of color, LGBTQIA+, formerly incarcerated, and the unhoused, building bridges across divides. Its artists and educators work in the public education and child welfare systems. It is because of their commitment to social justice that I have been a steadfast volunteer for more than a decade.

Luna's commitment to equity requires a fully ADA accessible building. This will create a necessary asset for Berkeley, a safe space where all bodies would be welcome to join Luna's inclusive vision of creativity and community. Children will be empowered to explore their truest nature, imagine, create, and express their ideas freely; families will be able to strengthen bonds through trust, empathy and joyful play; any body will be able to discover a love for dance, beauty and life-long learning. I urge you to support the ADA accessible renovation of Luna's new home.

Respectfully,

Diana Bohn

San Luis Road, Berkeley

**Benado, Tony**

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**From:** Diane Garcia <dplusg@gmail.com>  
**Sent:** Saturday, April 2, 2022 1:41 PM  
**To:** All Council  
**Cc:** Murray, Ryan P; Thomas, Beth A.  
**Subject:** Re: My letter to the mayor

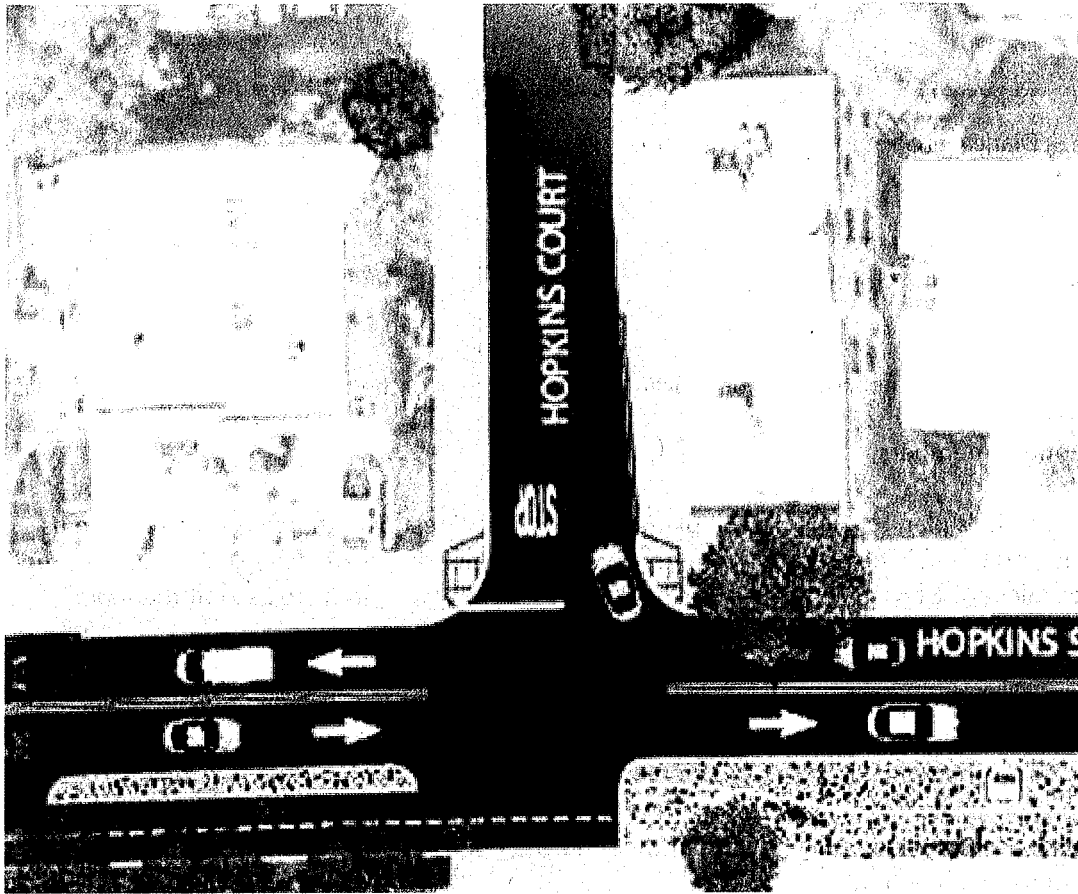
**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor Arreguín and City Council members,

I'm writing with concerns about the city's plan to transform Hopkins Corridor. The latest plan that was presented to us earlier this month is irresponsible and possibly negligent. Most people in the neighborhood are against the plan, but feel like the city is going forward regardless of what makes sense for the area. The consensus seems to be that the main objective is to add bike lanes, not make the area safer, and definitely not to address the traffic issues.

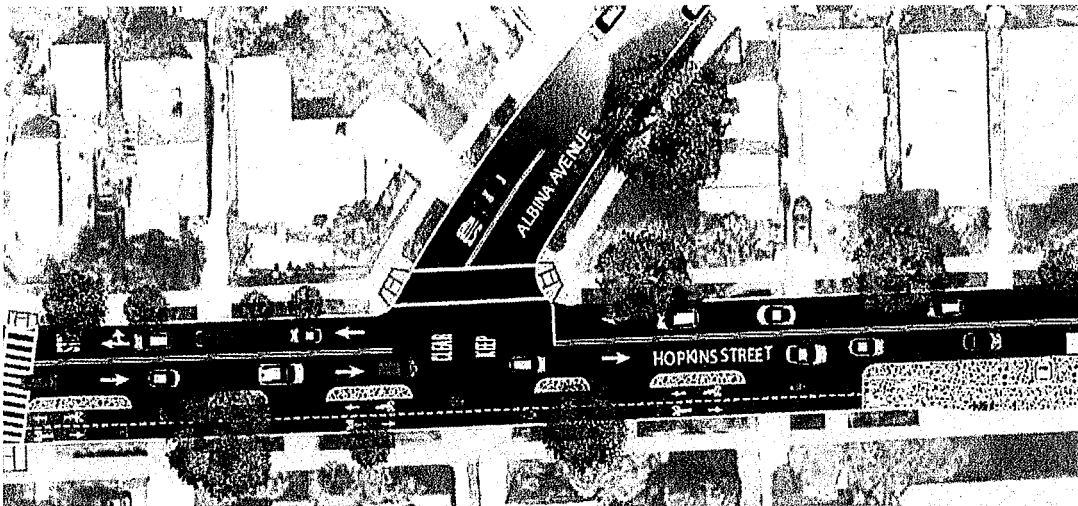
The safety measures that the plan is proposing for crosswalks are great and I don't believe people have major objections to that part of the proposal. It's the bike lanes on the very narrow and congested part of Hopkins that people are having a very difficult time with. I have a bike and would love to see a network of bike lanes throughout the city that are connected and safe. I wish this part of Hopkins would allow us to add bike lanes, but it's just too narrow and congested. I've asked the city to put that part of the plan on hold until a real solution can be found to the many problems the area is already facing, which their plan makes even worse.

A very big concern is the ability for emergency vehicles being able to get onto Hopkins Court, where I live. Are fire trucks going to be able to turn onto our narrow street from where the new westbound lane is going to be (see below)? The street is only 25 feet wide and with cars parked on both sides, the clearance is less than 15 feet.



*Taken from the city's plan, which neglects to show cars parked on the street*

Will a fire truck be able to turn onto Albina Avenue from the west bound lane, since it curves to the right? It's not as narrow as Hopkins Ct, but the angle is challenging.



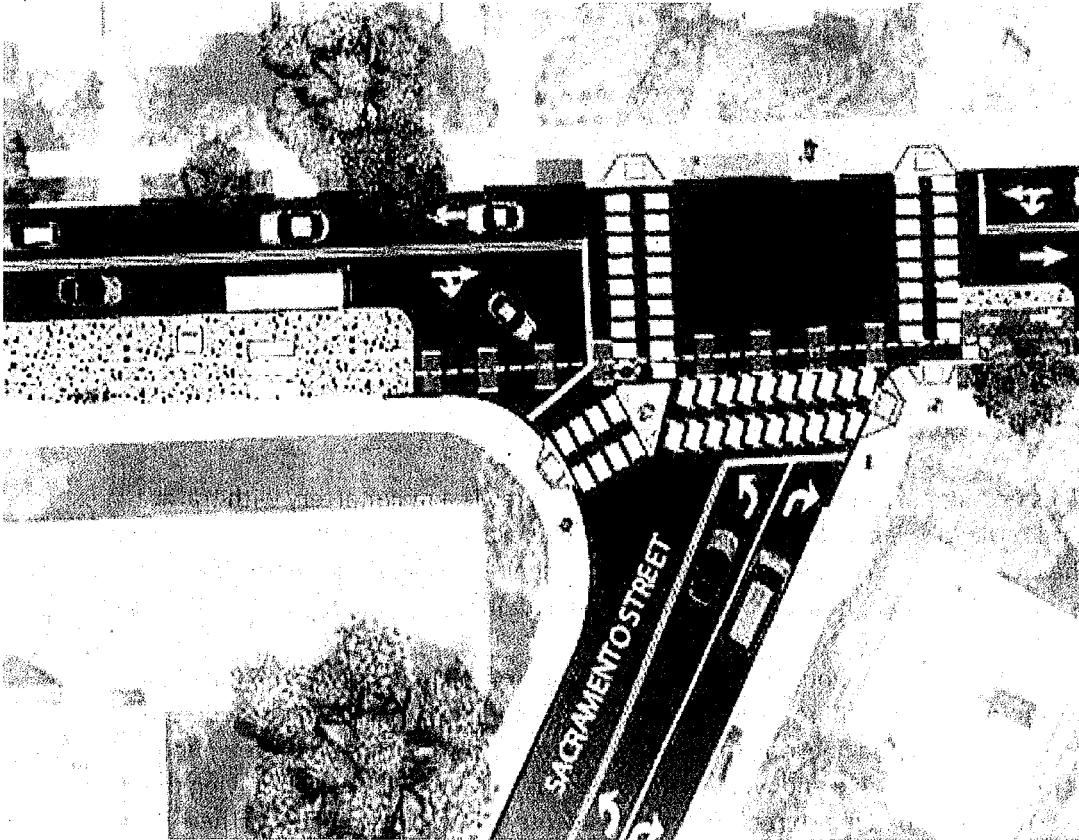
*Taken from the city's plan, which neglects to show cars parked on the street*

The changes to the traffic lights at the intersection of Hopkins and Sacramento sound good in theory by allowing either the west bound or the east lanes to move forward or turn onto Sacramento since there is no room for a turn lane. Unfortunately that will make turning onto Hopkins Court harder than it already is. There is a section where cars are supposed to keep the entrance clear, but that rarely happens. Even the buses block it. Someone turning onto Hopkins Ct from the eastbound lane would have to wait for the westbound traffic to clear so they can enter, but the westbound traffic won't be moving until they have a green light. Anyone turning onto Hopkins Court will be blocking the eastbound

traffic. During time traffic periods, this will cause even worse traffic, not to mention difficulty of emergency services from entering the street.

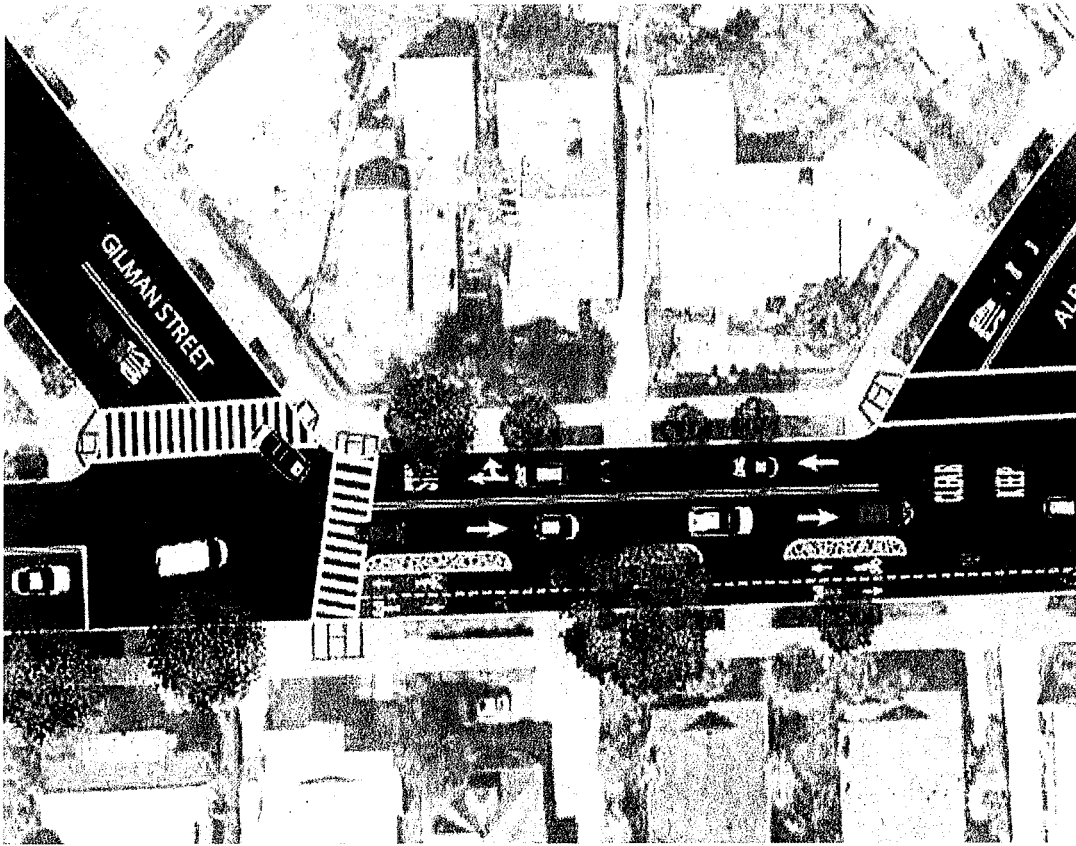
Will crucial minutes be lost by an ambulance trying to turn onto our streets from the eastbound lane because they have to wait for the traffic light to change going westbound and for the line of cars to finally move enough to get to us? Has the city considered any of that and if there are issues, are they willing to take responsibility for it?

During high traffic periods cars going eastbound are often backed up onto Gilman. Having the area near the corner of Hopkins and Sacramento where the bus lane is currently helps traffic move a bit faster when they don't have the light or when traffic is backed up east of Sacramento. The current plan has a bump out for the bus and the bike lanes, so traffic will be backed up even more.



*Taken from the city's plan of Hopkins and Sacramento intersection*

Has the city looked into how the 12 bus will turn onto Gilman from Hopkins? It's a major intersection with a lot of traffic and it'll be a very tight turn for the bus. I've seen the bus struggle with turning onto Hopkins from Gilman, even with the wider turn it can now make. It will need to make a tighter turn and avoid the bike barrier between the car and bike lanes.



*Taken from the city's plan, which neglects to show cars parked on Gilman street*

The city admitted that the Hopkins Corridor area between Gilman and Monterey is a major artery with traffic issues. Adding bike lanes adds more traffic. The bike lanes don't connect to other bike lanes, so cyclists will be left at the intersection at Gilman, which the city told us they expect cyclists to get off their bikes and walk across the intersection. I don't think anyone thinks that's going to happen. It just creates more opportunities for accidents.

The city failed to discuss how many parking spots would be lost for segment 3 of the plan between Gilman and McGee. I've counted 30 parking spots for the two blocks where they are removing all parking. This doesn't include the other streets which are also losing parking spots and having long term spaces become short term or metered parking. It seems like 63 parking spots will be lost for people who live and work in the area. Their solution is possibly having the area require parking permits. That doesn't create parking spots for all the residents who will be impacted. There won't be enough parking for the people who live and work here. We'll need to circle the streets looking for parking, which will only add the traffic on Hopkins.

The planners talked about how most houses have some off street parking, which is true. What they failed to mention are the 5 apartment buildings in that 2 block area that don't have sufficient off street parking and one building doesn't have any at all. They are taking two parking spots used by that building away by making them short term parking.

Why not start making the crosswalks safer and deal with the traffic issues, and then see what that does before making these dramatic changes? The city is not answering our questions, although they said they would and have given us half truths to push through their plan. They seem to be following their own agenda (adding bike lanes at any cost) and not considering what makes sense for the community where these changes are proposed.

Please review the plans and help us put the brakes on the parts that don't work.

Thanks for your time and help,  
Diane Garcia

**Benado, Tony**

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**From:** Javandel, Farid  
**Sent:** Tuesday, April 5, 2022 3:25 PM  
**To:** Jeffrey Kaplan; Thomas, Beth A.; Murray, Ryan P; All Council; Hahn, Sophie; Berkeley Mayor's Office; Williams-Ridley, Dee  
**Subject:** RE: Hopkins Corridor Project Comments

Mr. Kaplan,

Thank you for your message. You will be happy to hear that what Council is considering approving on April 26 is only the concept for the Hopkins corridor and that the detailed engineering plans will follow, which will provide clarity for the details about which you have inquired. The detailed engineering plans should be ready by the end of this calendar year in time for the project to be put out to bid and receive final approval from Council as part of the award of the construction contract.

We have already identified viable solutions and possible alternatives for bikes turning onto the bike lanes on Monterey or the shared road on Gilman, both for cyclists using the cycle track and for cyclists like me who will probably continue to use the traffic lanes as I do now. The concept of a two stage-left turn can safely be used at any intersection, and we will implement markings and signs to maximize the convenience of doing so at these intersections. If you are unfamiliar with the concept of two-stage turns, there are resources like this one at the National Association of Transportation Officials web page describing how specialized markings can help improve two-stage turns: [Two-Stage Turn Queue Boxes | National Association of City Transportation Officials \(nacto.org\)](#). Given that there are no bike lanes on Gilman, any cyclist turning right on Gilman is already going to end up riding in the shared traffic lane on Gilman. In approaching that intersection, a cyclist can either stay in the cycle track and turn right from a designated turn box at the intersection as they would at a 4-way stop, or shift from the cycle track into the traffic lane at the Sacramento/Hopkins intersection where the traffic signal will provide a dedicated phase for people on bikes to travel through the intersection in the cycle track or exit the cycle track and cross the intersection diagonally to the traffic lane on the north side of the road with no conflicting traffic. Then they will be perfectly set up to make the right turn onto Gilman from the shared traffic lane on Hopkins. I already do this almost daily basis when I turn from Sacramento onto Hopkins and then onto Gilman, so I am confident that it will work at least as well with the project.

Best Regards,  
 Farid

Farid Javandel, PE, TE  
 Deputy Director of Public Works  
 City of Berkeley, Public Works, Transportation and Engineering  
 1947 Center Street, 4th Floor, Berkeley, CA 94704; 510-981-7061 (PH), 510-981-7060 (FX)  
*Safety | Mobility | Equity | Sustainability*

**From:** Jeffrey Kaplan <jeffkaplan@att.net>  
**Sent:** Tuesday, April 05, 2022 1:27 PM  
**To:** Thomas, Beth A. <BATHomas@cityofberkeley.info>; Murray, Ryan P <RPMurray@cityofberkeley.info>; All Council <council@cityofberkeley.info>; Hahn, Sophie <SHahn@cityofberkeley.info>; Berkeley Mayor's Office <mayor@cityofberkeley.info>; Javandel, Farid <FJavandel@cityofberkeley.info>; Williams-Ridley, Dee <DWilliams-Ridley@cityofberkeley.info>  
**Subject:** Hopkins Corridor Project Comments



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## Comments Regarding the Hopkins Corridor Project

Jeffrey Kaplan

As someone who lives just a few doors away from Hopkins Street, I am writing to express my serious concerns about the safety threats the Hopkins Corridor Plan presents to bicyclists, pedestrians and motorists.

I have appended below the responses of Transportation Division analyst Ryan Murray to two questions regarding the details of the Hopkins Corridor Project for the section from McGee to Gilman Street. His responses indicate that Transportation staff don't know the answers to basic questions concerning the traffic flow of motor vehicles and bicycles under the proposed plan for Hopkins Street. Instead, he says these issues are "something we are looking deeper in to in the engineering phase."

In effect, Mr. Murray is suggesting that Transportation Division planners and the consultants hired for the Hopkins Corridor Project do not have solutions to fundamental problems with the project and want Traffic Engineering to figure them out *after* the project is approved by the City Council.

It is worth noting that one of the "options" Mr. Murray suggests for westbound bicyclists wishing to make a right turn from Hopkins on to Gilman Street is to "use the travel lane as they do today." But that would entail leaving the bicycle lane to cross to the right side of the roadway in front of oncoming traffic. And in the case of westbound riders approaching the intersection at Hopkins and Monterey, they couldn't even do that because there would be parked cars on their right that furnish the protection of their protected bike path.

The other option Mr. Murray suggested for bicyclists, is that they execute a "two stage turn movement" in which they stop and then cross in sequence with the other bicyclists and motorists waiting at stop signs.

However it would be difficult to determine the sequence according to which bicyclists and motorists would have the right of way because there would be two independent streams of traffic one of motor vehicles and another of cyclists. Motorists at the intersection at Monterey already have difficulties negotiating the right of way. To make matters worse, that intersection has a large number of pedestrian crossings while the intersection at Gilman has a very high level of motor vehicle traffic during commute hours.

Clearly, the plan as it stands is not well thought out. The City of Berkeley cannot afford the safety threat and financial risk the plan presents in its current form.

Sincerely,

Jeffrey Kaplan  
Berkeley

From Mr. Murray's email:

Response;

We are still working our way through the more detailed engineering design phase, so I will answer your questions to the best of my ability; but please note a lot of this will be more fleshed out over the next year with multiple rounds of internal review by many stakeholders. The presentations were just conceptual in order to show the public the "broad strokes," while the details on how exactly certain treatments will interact are still being designed.

Question 1:

During the Webinar for Session 3, [Project consultant] Patrick Golier said the following: "for cyclists who wish to access the bike way to or from Gilman street, signage and markings would be designed to help in that transition between those two streets." Can you please describe how bicyclists would make that transition between Hopkins and Gilman?

Response:

There are a few options - but currently we are looking in to striping and treatments (like raising intersection/prohibiting certain vehicle turning movements) to help cyclists make this transition. Even with a dedicated bicycle facility, cyclists can still use the travel lane as they do today, or complete what is called a "two stage" turn movement, where they end at Gilman, then wait for their "turn" in sequence to then continue north/west on Gilman. This would be a similar configuration to a 4-way stop intersection, if that makes sense.

Question 2:

How would westbound bicyclists on Hopkins make a right turn on to Monterey?

Response:

Similar to Gilman, this would likely be accomplished a number of ways - either cyclists can take the westbound travel lane like they do today, or would have to be a two-stage turn in sequence of the other vehicles at the four-way stop. This could be mitigated with signage and striping denoting the cyclists path - but again, something we are looking deeper in to in the engineering phase.

**Benado, Tony**

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**From:** Sunny Grewal <sunny@sgsarch.com>  
**Sent:** Monday, April 11, 2022 2:34 PM  
**To:** All Council  
**Subject:** 1636 California St Appeals letters  
**Attachments:** 1636 California Malmuth.pdf; Letter to the City Council - Oppenheimer.pdf; Letters from neighbors. 4-2022.pdf

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Please see letters in support of the ZAB approved project at 1636 California St. that is scheduled for city council meeting on April 26th. 2022.

Let me know if you have any questions.

Sunny Grewal

studio g16 ARCHITECTS

2223 5th. Berkeley, CA 94710

510.548.7448 office

510-393-5691 cell

[www.sgsarch.com](http://www.sgsarch.com)

April 10, 2022

To the City Council,

I would like to start by apologizing for any English mistakes, as English is our second language.

My name is Tamar Oppenheimer and my husband is Ido Oppenheimer. We live in 1643-1647 California and it's our project that's being considered. We have lived in this house for the last 32 years and raised our 4 kids in it. This is our home and this is the place we would like to stay.

We bought a fixer upper and everyone always knew that one day we would have to fix it. We were very busy raising our 4 kids and all our resources and time went to that. Two of our kids have disabilities, which required us to prioritize things differently than many other families might have. Even today, the considerations we give are different. It was our priority to provide the best future possible to all 4 of our children.

Because our family situation is different than most, and our house is a Duplex, we came up with the idea of turning one of the units to a one bedroom unit for our youngest. He is vision impaired and will never get a driver's license. For him, living next to public transportation like Bart and buses, and local stores, like Monterey market, makes all the difference. We would like to create a larger unit for ourselves so the other kids, and future grand kids, can come visit and we can host big family gatherings. We also want an area for our son to use as a gym and for us as an art space. And of course we will need a storage area because we are planning to no longer have the shed in the backyard, to reduce coverage on the lot.

Over a year ago we submitted our first plans to the city, we were the first permit application for 2021. Almost for a full year, our architect went back and forth with the city planner, Nicholas Armour, who no longer works for Berkeley. Throughout this process, we listened to issues our neighbors had as well as the city regulations until we got a recommendation to approve the project from the planning department. The results of this redesign was to change and lower the height of the house by over 5 feet to remove the garage and instead dig out a basement below the current floor of the existing house. After all of this, we were very disappointed to see that two of our neighbors appealed the SAB decision.

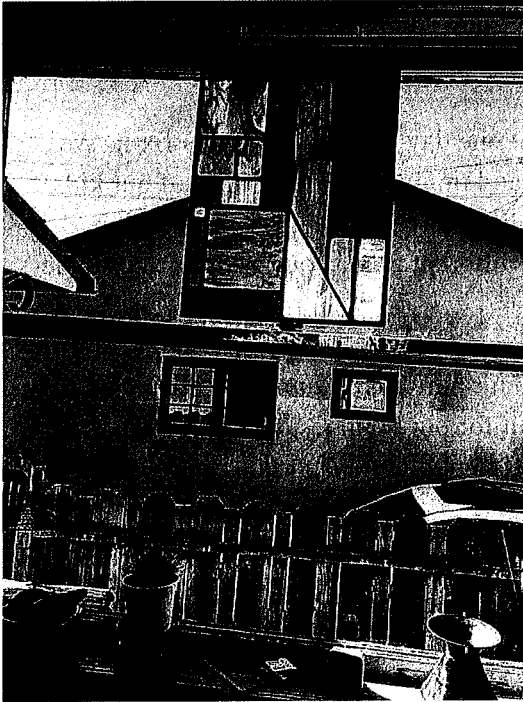
It's not out of place to have a two story home in our neighborhood. Our small block on California st. has 10 homes. 4 of these are already two story houses, the 5th was approved not long ago.

On Virginia st., where Adam and Anna's house is located, there are 24 homes, 10 single story houses, 4 1.5 story houses, and 10 two story houses.

Kay lives next door to us on our south side at 1651-1653 California st., over 1200 square feet. Her house is a two unit house and very similar to ours. She lives alone and occupies the two

April 10, 2022

units and has two garages for storage and two driveways. I'm surprised she doesn't understand why we would like to have a bigger place. Our addition will not change any sunlight on her house at any time of the year. We are not changing her privacy through the kitchen window or to her yard. The photo below shows that even now we can see through it, so nothing is changing with regards to her privacy.



This next photo shows her yard and shows that we can't really see the yard, just trees. This photo is taken from our existing roof, which will be the height of the second floor that we are adding. Anyway, we are planning to put bathrooms on the second floor in this spot, so that she can feel better about privacy in her yard.

April 10, 2022



We had a few conversations with Kay about our plans and gave her a set of large prints of the plans to look at for over two months. Every time we spoke with her, she said that she had no reason to be concerned. After the public hearing she was upset not about her window or her yard but about the idea that we will sell the place and make millions. But we don't want to sell this house. It is our home and we hope that it can continue to be our home.

The other neighbors who are opposed are Adam and Anna who live at 1609 Virginia st. Their house is not inline with ours, but rather with Kay's house. Our architect offered them a set of plans but they said they would download them from the city website. They are very concerned about their yard, kitchen and bedroom privacy.

Their kitchen window we can already see from our existing house, so there will be no change with regards to privacy for this, as seen in the photo below.

April 10, 2022

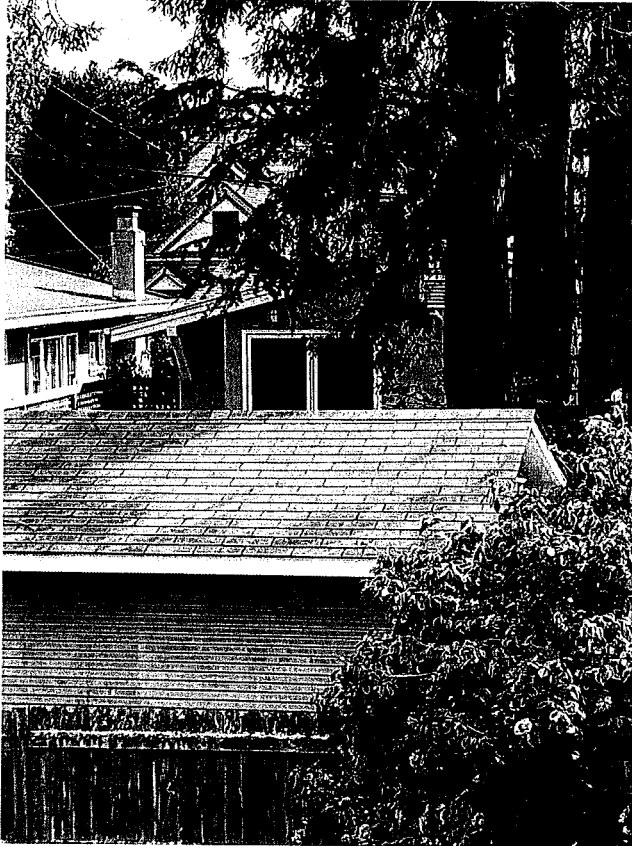


They are claiming that from the window on the second floor addition at the north east corner of our house, we will be able to see straight into their bedroom and their entire yard. The photo below is taken from that same corner from the roof of our existing house. This photo shows that we can't see their yard because of their big redwood trees, and we definitely don't look directly to their bedroom window



April 10, 2022

It is the neighbor two doors to the north from us, at 1635 California st. can look directly into their bedroom and yard, as seen in the photo below. They already don't have the privacy that they are claiming.



Because of the city requirements and our neighbor's concerns, we plan to start the back edge of the second floor a yard in from the edge of the house. Adam is worried that it will be a balcony and it will take away from their privacy. So If it's ok with the city council, we can go back to a full floor and eliminate the concern. This way the neighbors won't have to worry about the use of that space. Even though the photos show that we can't see into their yard or house.

To the north of us is Barbara in 1639 California st. She is the one that our addition actually has an impact on, and she is in full support of the project and can't wait for us to finish and move back in. We have even planned the fence design between us together and she is very excited about it.

All the neighbors on our block know about the project and those who were interested saw the plans and are in support of it. Included in the packet is a signed letter from all of the current neighbors supporting the project.



April 10, 2022

Before I'm finished, we would like to ask the council to keep the meeting respectable and on the subject. We are asking that the meeting won't become a stage to smash our family and kids. And we are asking to make sure each party gets the two minutes they are supposed to. At the SAB meeting, Adam and Anna claimed that we would look at them sitting on their toilet even though their bathroom window is located on the east side of their house facing 1614 Virginia st. and our house is on the north west side from them. In addition, Adam and Anna each got 2 minutes to speak, when they live in the same address. Previous sessions on the topic have become an attack on our family and lifestyle, and we're hoping that this can be a more civil process.

Thank you for your consideration,  
The Oppenheimer family

Cell: 415.385.5777  
[Jmalmuth@aol.com](mailto:Jmalmuth@aol.com)

The Malmuth Family  
1636 California Street  
Berkeley, CA 94703

April 4, 2022

Re: Proposed renovation at 1643 & 1647 California Street

Attention: Berkeley City Council & The Berkeley Zoning Board:

My wife and I moved into our house at 1636 California Street in the early 80's. At the time it was a dilapidated single-story duplex. It was not unlike the Oppenheimer's current home across the street at 1647 California Street, a dilapidated single-story duplex. Some years later when we were able to afford to remodel our home, we were asked by the Berkeley Zoning Board to provide all of your neighbors plans of our two story and project with an expanded footprint and obtain signatures. Every one of our good neighbors signed off. For my wife and I it was analogues to an old-fashioned barn raising where neighbors get together to help one another to improve their lives.

Abut 4 years ago when our neighbors at 1634 California Street wanted signatures for their project to convert a single-story home into a large two-story structure with an expanded footprint we gladly signed off. This in my opinion is what good neighbors do. Help each other improve their growing needs.

I listened to all participants at the Berkeley Zoning Board Zoom meeting regarding the Oppenheimer's project. I think of all the people that spoke Barbara Fritz, who lives next door at 1639 California Street, expressed my sentiments completely. She gave her full and unequivocal support to the Oppenheimer project. Moreover, she went on talk about how much she enjoyed the many years of the Oppenheimer's as neighbors and hoped that they would remain in our neighborhood. From my perspective this is what good neighbors do, even if they may lose a few hours of sun a few days a year or decide to draw curtains occasionally if privacy becomes issue.

Except for one person at 1651 & 1653 California Street, I know that every other person who lives on California Street is fully supportive of the Oppenheimer's project. The woman at 1651 & 1653 California Street provided such illogical arguments to the Oppenheimer project at the Zoom meeting that they almost defy consideration: that the Oppenheimer project will increase the value of the Oppenheimer property if they decide to sell! Perhaps the woman at 1651 & 1653 California Street is unaware that 1635 California Street just sold for \$1,900,000.00 cash as is. Would she have attempted to block the sale because of the increased price compared to when the house was purchased years ago?

Conversely, if the woman at 1651 & 1653 California Street believes improving a dilapidated single-story duplex next door to her will reduce the value of her house anyone with even the most elementary understanding of residential real estate would understand this to be an entirely illogical argument as well. Would her property go down on account of an improvement to her next door's neighbor's house? This is how illogical her objections to the Oppenheimer project appear to me.

I then heard the family speak from 1609 Virginia Street. I have also read their 12-page single space appeal to the fully favorable decision by the Berkeley Zoning Board. I have even recently read that they have added another issue: that the Oppenheimer two story project will interfere with their view of my Redwood tree across the street in my back yard at 1636 California Street. I have to stand back and ponder this one. A family living on 1609 Virginia Street, has added an issue of an interference of view of a tree across the

Cell: 415.385.5777  
[Jmalmuth@aol.com](mailto:Jmalmuth@aol.com)

The Malmuth Family  
1636 California Street  
Berkeley, CA 94703

street from the Oppenheimer project at 1643 & 1647 California Street. The length to which the family at 1609 Virginia Street is attempting to thwart the Oppenheimer project appears to have no bounds. What if I wanted to cut my tree down? Would they have a say in this, too? I think any reasonable person would conclude they do not. At what point does someone's view of the surroundings become grounds to block a perfectly acceptable project that has already been evaluated and approved by the Berkeley Zoning Board? On the issue of privacy, I noticed that the family at 1609 Virginia leaves their large picture window facing the street uncovered. It is easily to see into their living room and other rooms partially from the sidewalk. Additionally, a cursory view of 2 side windows facing their neighbor's house to the east at 1613 Virginia are covered by blinds. Considering a closer look at their home, it appears that the privacy "issue" they espouse is highly selective and applies only and unreasonably to the Oppenheimer project.

After hearing the family from 1609 Virginia Street speak, it seems to me that their numerous over the top objections to the Oppenheimer project have less to do with any objective issue since, if it did, the Berkeley Zoning Board would have or could have addressed it. And for this reason, I am hopeful that the Berkeley City Council will follow in the Zoning Board's footsteps and approve this project.

Thank you,



Jeff Malmuth  
1636 California Street



April 6, 2022

Re: Proposed renovation at 1643 & 1647 California Street

Dear Neighbor,

My family and I have been living in a small duplex at 1643 & 1647 California Street for the last 32 years. You probably know the house; it is a fairly run-down single-story structure on the east side of the street between Lincoln and Virginia.

We would like to proceed with the renovation and additions we have been planning for the last year. Because our house is a duplex, we want to create an apartment for our son Ron, who is vision impaired and can't drive. For this reason, Ron needs to be close to BART. We also want to create a larger unit for ourselves and our 4 children when they visit.

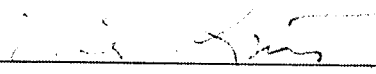
There is currently a public hearing scheduled for April 26<sup>th</sup> with the Berkeley City Council about our project. If you are interested, I would like to show you the new design. I can bring you hard copy plans or send you the plans via email.

Our architect has recommended we ask our neighbors to comment on our project. Basically, we would like to know if you have any concerns about the project or if you support the project.

For convenience you can return this letter with your comments and/or attach any other comments you may have.

I/We support the proposed renovation and additions at 1643 & 1647 California Street

Thank you for your time and input. We believe that our project will enhance the neighborhood by upgrading our home with a new and attractive structure.

Signature  Address 1656 CALIF ST Date 4-6-22

Print name: RICHARD LINKS

Sincerely,  
Ido and Tamar Oppenheimer

Email: [idoopp@gmail.com](mailto:idoopp@gmail.com)  
Tel: 510-813-8387

April 6, 2022

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Thank you for your time and input. We believe that our project will enhance the neighborhood by upgrading our home with a new and attractive structure.

Signature



Address 1631 California St. Date 4-7-22

Print name:

Linda A Kilby

Sincerely,

Ido and Tamar Oppenheimer

Email: [idoopp@gmail.com](mailto:idoopp@gmail.com)

Tel: 510-813-8387

April 6, 2022

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MCP I/We support the proposed renovation and additions at 1643 & 1647 California Street

Thank you for your time and input. We believe that our project will enhance the neighborhood by upgrading our home with a new and attractive structure.

Signature Mimi Plumb Address 1636 California St Date April 7 2022

Print name: Mimi Plumb

Sincerely,

Ido and Tamar Oppenheimer

Email: [idoopp@gmail.com](mailto:idoopp@gmail.com)

Tel: 510-813-8387

April 6, 2022

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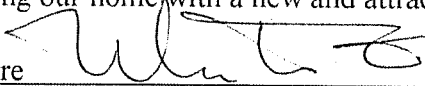
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For convenience you can return this letter with your comments and/or attach any other comments you may have.

X I/We support the proposed renovation and additions at 1643 & 1647 California Street

Thank you for your time and input. We believe that our project will enhance the neighborhood by upgrading our home with a new and attractive structure.

Signature  Address 1634 California St, Berkeley CA 94703 Date 4/11/22

Print name: MINH TSAI

Sincerely,  
Ido and Tamar Oppenheimer

Email: [idoopp@gmail.com](mailto:idoopp@gmail.com)  
Tel: 510-813-8387



April 6, 2022

Re: Proposed renovation at 1643 & 1647 California Street

Dear Neighbor,

My family and I have been living in a small duplex at 1643 & 1647 California Street for the last 32 years. You probably know the house; it is a fairly run-down single-story structure on the east side of the street between Lincoln and Virginia.

We would like to proceed with the renovation and additions we have been planning for the last year. Because our house is a duplex, we want to create an apartment for our son Ron, who is vision impaired and can't drive. For this reason, Ron needs to be close to BART. We also want to create a larger unit for ourselves and our 4 children when they visit.

There is currently a public hearing scheduled for April 26<sup>th</sup> with the Berkeley City Council about our project. If you are interested, I would like to show you the new design. I can bring you hard copy plans or send you the plans via email.

Our architect has recommended we ask our neighbors to comment on our project. Basically, we would like to know if you have any concerns about the project or if you support the project.

For convenience you can return this letter with your comments and/or attach any other comments you may have.

I/We support the proposed renovation and additions at 1643 & 1647 California Street

Thank you for your time and input. We believe that our project will enhance the neighborhood by upgrading our home with a new and attractive structure.

Signature Spencer Lee Address 1658 California St Date 4/11/2022

Print name: Spencer Lee

Sincerely,  
Ido and Tamar Oppenheimer

Email: [idoopp@gmail.com](mailto:idoopp@gmail.com)

Tel: 510-813-8387

**Benado, Tony**

---

**From:** Lee, Katherine  
**Sent:** Wednesday, March 30, 2022 12:47 PM  
**To:** All Council  
**Cc:** Williams-Ridley, Dee; Louis, Jennifer A.  
**Subject:** Surveillance Technology Use Policy for ALPRs - April 26, 2022 Council meeting  
**Attachments:** PAB to Council ALPR Use Policy 2022-03-30.pdf

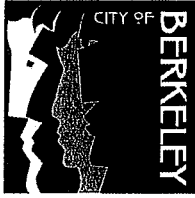
**Katherine J. Lee**

Interim Director of Police Accountability

City of Berkeley

o: 510.981.4960 (usually in office during regular business hours)

c: 510.926.1103



OFFICE OF THE DIRECTOR  
OF POLICE ACCOUNTABILITY

March 30, 2022

To: Honorable Mayor and Members of the City Council  
From: Michael Chang, Chairperson, Police Accountability Board  
Re: Surveillance Technology Use Policy for Automated License Plate Readers –  
April 26, 2022 City Council meeting

The Police Accountability Board (PAB) recently reviewed Councilmember Harrison's proposed Surveillance Technology Use Policy for Automated License Plate Readers (ALPRs), as well as revisions suggested by Councilmember Terry Taplin. The proposed ALPR Use Policies for the Berkeley Police Department (BPD) were submitted in conjunction with an item to accept Surveillance Technology Reports for ALPRs, GPS Trackers, Body Worn Cameras, and Street Level Imagery Project under the Surveillance Technology Use and Community Safety Ordinance.

The PAB unanimously supported Councilmember Harrison's proposed revisions to the Use Policy for ALPRs. Board members observed that BPD's current policy allows for the use of ALPRs for criminal investigations, extending their use beyond the parking enforcement function for which their acquisition was authorized by City Council. It was also noted that Councilmember Harrison's proposed revisions are consistent with the original authorized use of ALPRs for parking enforcement.

Police Accountability Board members further noted that some of Councilmember Taplin's proposed revisions to Councilmember Harrison's proposal – specifically in Section 1302.3(c)(2), adding a reference to BPD's policy prohibiting harassment and intimidation, and Section 1302.5(c), specifying that only authorized personnel may access California Law Enforcement Telecommunications System (CLETS) data – contribute clarity. However, overall his proposal provides for the use of ALPRs beyond their authorized use, for parking enforcement.

The PAB took this action by a unanimous vote at its February 23, 2022, meeting:  
Moved/seconded – Owens/Moore; Ayes – Calavita, Chang, Harris, Leftwich, Levine, Mizell, Moore, Owens, Ramsey, Batista; Noes – none; Abstentions – none; Absent – Harris.

cc: Dee Williams-Ridley, City Manager  
Jennifer Louis, Interim Chief of Police  
Police Accountability Board Members

1947 Center Street, 5<sup>th</sup> Floor, Berkeley, CA 94704 TEL: 510-981-4950 TDD: 510-981-6903 FAX: 510-981-4955  
Website: [www.cityofberkeley.info/dpa/](http://www.cityofberkeley.info/dpa/) Email: [dpa@cityofberkeley.info](mailto:dpa@cityofberkeley.info)

**Benado, Tony**

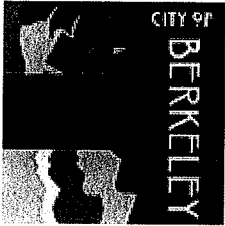
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**From:** Works-Wright, Jamie  
**Sent:** Friday, April 1, 2022 10:51 AM  
**To:** City Clerk  
**Subject:** FW: Mental Health Commission Position on Berkeley Crisis Stabilization Center for People with Behavioral Health Challenges  
**Attachments:** Mental Health Commission Crisis Stabilization Letter to BCC Stating Position.pdf

Hello Clerk's office,

Please see the letter attached and message below from the Mental Health Commission

Jamie Works-Wright  
 Consumer Liaison  
[jworks-wright@cityofberkeley.info](mailto:jworks-wright@cityofberkeley.info)  
 510-423-8365 cl  
 510-981-7721 office



Please be aware that e-mail communication can be intercepted in transmission or misdirected. The information contained in this message may be privileged and confidential. If you are NOT the intended recipient, please notify the sender immediately with a copy to [HIPAAPrivacy@cityofberkeley.info](mailto:HIPAAPrivacy@cityofberkeley.info) and destroy this message immediately.

Dear Mayor, Berkeley City Councilmembers, and Legislative Staff,

On March 24, 2022, the Mental Health Commission voted to send the attached letter with its position on a crisis stabilization center for people with behavioral health challenges in Berkeley to the Mayor and Berkeley City Councilmembers.

**The Mental Health Commission advises the Berkeley City Council about its position for developing a crisis stabilization center for Berkeley based on:**

1. SAMHSA's (Substance Abuse & Mental Health Services Administration) of the federal government's definition for crisis stabilization; and
2. at least meeting SAMHSA's minimum expectations to operate a crisis receiving/stabilization center in Berkeley.<sup>[1]</sup>

**SAMHSA defines crisis stabilization as:**

A direct service that assists with deescalating the severity of a person's level of distress and/or need for urgent care associated with a substance use or mental disorder. Crisis stabilization services are designed to prevent or ameliorate a behavioral health crisis and/or reduce acute symptoms of mental illness by providing continuous

24-hour observation and supervision for persons who do not require inpatient services.” (SAMHSA, 2014; 9) (SAMHSA, 2020; 23).

**SAMHSA’s Minimum Expectations to Operate a Crisis Receiving/Stabilization Center include:**

SAMHSA sets forth the minimum expectations to operate a crisis receiving and stabilization service including the following core elements (SAMHSA, 2020; 22-23):

1. Accept all referrals;
2. Not require medical clearance prior to admission but rather assessment and support for medical stability while in the program;
3. Design their services to address mental health and substance use crisis issues;
4. Employ the capacity to assess physical health needs and deliver care for most minor physical health challenges with an identified pathway in order to transfer the individual to more medically staffed services if needed;
5. Be staffed at all times (24/7/365) with a multidisciplinary team capable of meeting the needs of individuals experiencing all levels of crisis in the community; including:
  - a. Psychiatrists or psychiatric nurse practitioners (telehealth may be used)
  - b. Nurses
  - c. Licensed and/or credentialed clinicians capable of completing assessments in the region;
  - d. Peers with lived experience similar to experience of those served.
6. Offer walk-in and first responder drop-off options;
7. Be structured in a manner that offers capacity to accept all referrals at least 90% of the time with a no rejection policy for first responders (SAMHSA, 2020; 22).

We recognize the Mayor and City Councilmembers may be considering a crisis stabilization center for people in Berkeley, and would like to ensure you have our attached letter outlining our position and the basis for it. Please do not hesitate to contact us via our Commission Secretary if you have any questions. We thank you in advance for your time.

Best wishes,  
Margaret

Margaret Fine, JD, PhD  
Pronouns: she/her  
Chair, Mental Health Commission  
Berkeley, CA  
LinkedIn: Margaret Fine  
Berkeley, CA

<sup>11</sup> National Guidelines for Behavioral Health Crisis Care - A Best Practice Toolkit. Knowledge Informing Transformation. SAMHSA (2020). [online] Available at: <https://www.samhsa.gov/sites/default/files/national-guidelinesfor-behavioral-health-crisis-care-02242020.pdf> and Crisis Services: Effectiveness, Cost- Effectiveness, and Funding Strategies. SAMHSA. (2014). [online] Available at: <https://store.samhsa.gov/sites/default/files/d7/priv/sma14-4848.pdf>

Mental Health Commission  
Berkeley, CA

March 30, 2022

**Via Email**

Mayor Arreguin & Berkeley City Councilmembers  
Berkeley, CA 94706

Re: **Mental Health Commission's Position on  
Establishing a Berkeley Crisis Stabilization Center for  
People Experiencing Behavioral Health (mental health, substance use) Challenges**

Dear Mayor and Berkeley City Councilmembers,

Over the last two decades, crisis stabilization centers have been expanding across the country, evolving to become more comprehensive, recovery-oriented, and welcoming spaces for individuals experiencing behavioral health crisis—from mental illness and/or substance use—in the community (NASMHPD, 2020; 10).<sup>1</sup> Crisis stabilization centers further serve as an alternative to using emergency departments and moreover, criminal legal and incarceration systems for individuals who are willing to accept voluntary urgent care.

**The Mental Health Commission advises the Berkeley City Council about its position for developing a crisis stabilization center for Berkeley, which generally relies on SAMHSA's definition for crisis stabilization and at least meeting the Administration's recommendations for establishing a crisis stabilization center in Berkeley. In 2020, SAMHSA published National Guidelines for Behavioral Health Crisis care as a best practice toolkit.<sup>2</sup>**

- **Defining Crisis Stabilization & SAMHSA's Definition**

The Substance Abuse and Mental Health Services Administration (SAMHSA) is the agency within the U.S. Department of Health and Human Services (HHS) that leads public health efforts to advance the behavioral health of the nation and to improve the lives of individuals living with mental and substance use disorders (SAMHSA, 2020; 6). SAMHSA's mission is to reduce the

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<sup>1</sup> Addressing Substance Use in Behavioral Health Crisis Care: A Companion Resource to the SAMHSA Crisis Toolkit. (2020). [online] Available at: <https://www.nasmhpd.org/sites/default/files/2020paper4.pdf>

<sup>2</sup> National Guidelines for Behavioral Health Crisis Care - A Best Practice Toolkit. Knowledge Informing Transformation. SAMHSA (2020). [online] Available at: <https://www.samhsa.gov/sites/default/files/national-guidelinesfor-behavioral-health-crisis-care-02242020.pdf> and Crisis Services: Effectiveness, Cost- Effectiveness, and Funding Strategies. SAMHSA. (2014). [online] Available at: <https://store.samhsa.gov/sites/default/files/d7/priv/sma14-4848.pdf>

impact of substance abuse and mental illness on America's communities (Ibid.). This administration defines crisis stabilization as:

A direct service that assists with deescalating the severity of a person's level of distress and/or need for urgent care associated with a substance use or mental disorder. Crisis stabilization services are designed to prevent or ameliorate a behavioral health crisis and/or reduce acute symptoms of mental illness by providing continuous 24-hour observation and supervision for persons who do not require inpatient services." (SAMHSA, 2014; 9) (SAMHSA, 2020; 23).

This definition is important as it recognizes the significance of using de-escalation techniques, the need for providing voluntary urgent care, and potentially the need to address behavioral health—both mental health and substance use—to prevent or ameliorate a crisis. It is further important as a crisis can manifest from symptoms associated with mental illness such as schizophrenia that mirror symptoms from substance use such as with methamphetamine. These symptoms can manifest simultaneously and they may not be decipherable unless, for instance, the impacts from substance use diminish in intensity over time. This prevalent reality means addressing both mental health and substance use issues and conditions in order to offer adequate voluntary care to meet the needs of people in crisis and avoid 5150 involuntary holds, arrest, detainment, criminal case processing, and incarceration.

#### **SAMHSA's Minimum Expectations to Operate a Crisis Receiving/Stabilization Center**

When considering the suitability of a crisis stabilization center for Berkeley, SAMHSA sets forth the minimum expectations to operate a crisis receiving and stabilization service including the following core elements (SAMHSA, 2020; 22-23):

1. Accept all referrals;
2. Not require medical clearance prior to admission but rather assessment and support for medical stability while in the program;
3. Design their services to address mental health and substance use crisis issues;
4. Employ the capacity to assess physical health needs and deliver care for most minor physical health challenges with an identified pathway in order to transfer the individual to more medically staffed services if needed;
5. Be staffed at all times (24/7/365) with a multidisciplinary team capable of meeting the needs of individuals experiencing all levels of crisis in the community; including:
  - a. Psychiatrists or psychiatric nurse practitioners (telehealth may be used)
  - b. Nurses
  - c. Licensed and/or credentialed clinicians capable of completing assessments in the region;
  - d. Peers with lived experience similar to experience of those served.

6. Offer walk-in and first responder drop-off options;
7. Be structured in a manner that offers capacity to accept all referrals at least 90% of the time with a no rejection policy for first responders (SAMHSA, 2020; 22).

Additionally, in areas where methamphetamine use is prevalent such as California, crisis providers have further become skilled in addressing methamphetamine induced psychosis, recognizing the need to treat the psychosis first and then connect individuals to the right level of care (NASMHPD, 2020; 10). Further crisis stabilization centers have addressed individuals who may need withdrawal management services (detoxification), including to offer services or provide immediate linkages and referrals, and to arrange transport to detoxification programs for crisis center clients who require that service (Ibid).

Crisis Stabilization Centers can thus represent a clear opportunity for improving the crisis response system to better meet the needs of distressed individuals from mental illness and/or substance use. They can further reduce trauma and costs as a more appropriate level of care for people who do not require involuntary commitment to address their behavioral health needs (Ibid.). In fact, many individuals in crisis brought to hospital EDs for stabilization report experiencing increased distress and worsening symptoms due to noise and crowding, limited privacy in the triage area, and being attended to by staff who have little experience with psychiatric crisis care (SAMHSA, 2020; 23). Crisis stabilization centers, on the other hand, are designed to address the behavioral health crisis, reducing acute symptoms in a safe, warm, and supportive environment while observing for safety and assessing the needs of the individual (NASMHPD, 2020; 10).

We thank you for taking the time to read this letter, and will shortly be sending a recommendation by the Mental Health Commission to the Berkeley City Council.

Respectfully submitted,  
Mental Health Commissioners

Mental Health Commission  
Berkeley, CA



**Benado, Tony**

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**From:** Helga Recke <h.recke@gmail.com>  
**Sent:** Saturday, April 2, 2022 11:02 AM  
**To:** Berkeley Mayor's Office; All Council; Berkeley City Council Policy Committee  
**Cc:** Harrison, Kate; City Clerk  
**Subject:** Vice Mayor Kate Harrison's Proposal on Road Repair

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor Jesse Arreguin, dear City Council members, dear Policy Committee Members,

Vice Mayor Harrison's proposal to use current budget funds to support the repair of Berkeley's roads makes a lot of sense to me and I would like all of you to support this proposal.

I also fully support Vice Mayor Harrison's proposal to engage an external revenue evaluator to look at Berkeley's real situation of available funds to ensure they are being used effectively. As you all strive towards evidence of fiscal responsibility, I am sure you will agree with this proposal as well.

Thank you for your work for Berkeley and its residents,

Helga Recke

**Benado, Tony**

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**From:** Sheila Jordan <sheilaj94703@gmail.com>  
**Sent:** Friday, April 1, 2022 2:29 PM  
**To:** All Council  
**Subject:** \$\$\$ for fixing our roads.

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and City Coucilmembers,

I write as someone who has never voted against a tax for either the city or schools. I write to request that the City provide residents with better streets. I support Kate Harrison's proposal to use surplus dollars and make that happen!! We have one vehicle. It's a lightweight e BOLT. With a bad knee, traveling as a passenger, dealing with the bumpy roads on local trips is almost unbearable. Berkeley has a mixed population of young and old, able bodied and handicapped. Please take care of all of us.

Sheila Jordan  
Alameda County Superintendent of Schools Emerita  
Youth and Justice Advocates  
she/her

**Benado, Tony**

---

**From:** Miranda Ewell <mirandaewell@gmail.com>  
**Sent:** Friday, April 1, 2022 11:41 AM  
**To:** All Council; Harrison, Kate  
**Cc:** Berkeley City Council Policy Committee; City Clerk  
**Subject:** Vice Mayor Kate Harrison's Proposal re Road Repair

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor Arreguin, City Council members and Policy Committee Members:

I am writing to support Vice Mayor Harrison's proposal to use current budget monies for repairing the city's long neglected roads. The math and the reasoning behind this proposal are both absolutely solid. As both are already laid out in the proposal I will not waste your time in repeating them here.

In addition, I think the council would be wise to engage in more detailed oversight of city spending and budgeting, as exemplified by Harrison's proposal, than has been seen in the past. This will be critical if officials have ANY hope of persuading residents to vote for a huge revenue increase next November.

Whether justified or not, I believe many residents believe that city hall just goes to the well for more monies (higher taxes, heavier bond burdens) to make up for badly mismanaged priorities and budgets. That will make the ballot measure being floated for this fall difficult to sell. But enacting this proposal to use monies in the current budget to get some roads repaired will be a good first step to show that city officials are beginning to manage more thoughtfully.

Another key step toward fiscal responsibility would be to engage an external revenue evaluator to account for city funds and to ensure they are being used effectively. I hope the policy committee will take this up now.

Regards,  
Miranda Ewell

**Benado, Tony**

---

**From:** Margot Smith <info@email.actionnetwork.org>  
**Sent:** Saturday, April 9, 2022 5:33 PM  
**To:** City Clerk  
**Subject:** Less Bumpy Berkeley

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

City Clerk ,

Dear Berkeley Mayor and City Council:

I am writing in support of Council Member Kate Harrison's proposal (Found here: <https://bit.ly/3uadyym>) to use the \$8 million existing surplus funds to immediately begin rebuilding and repairing our roads.

This is important to me because Our roads are in terrible condition and you are not doing anything about it. \_\_\_\_\_

Dollars spent now help avoid the need to spend more than \$1 billion in future repair costs by 2050.

We can no longer allow our roadways to deteriorate two years beyond the optimum rehabilitation point or it will cost four times as much to bring them back to even their previous state, let alone improve them.

I support the spending the \$8 million identified is a down payment while you develop a long-term solution.

I support these funds helping to better track how Berkeley collects and spends its existing revenue sources without any need to raise taxes.

I support a better, and less bumpy Berkeley.

Thank you for your support.

Margot Smith  
margots999@aol.com

1300 A Shattuck Ave  
Berkeley, California 94709

**Benado, Tony**

---

**From:** Sam Saxe-Taller <info@email.actionnetwork.org>  
**Sent:** Monday, April 11, 2022 4:35 PM  
**To:** City Clerk  
**Subject:** Less Bumpy Berkeley

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

City Clerk ,

Dear Berkeley Mayor and City Council:

I am writing in support of Council Member Kate Harrison's proposal (Found here: <https://bit.ly/3uadyym> ) to use the \$8 million existing surplus funds to immediately begin rebuilding and repairing our roads.

This is important to me because \_\_\_\_\_

Dollars spent now help avoid the need to spend more than \$1 billion in future repair costs by 2050.

We can no longer allow our roadways to deteriorate two years beyond the optimum rehabilitation point or it will cost four times as much to bring them back to even their previous state, let alone improve them.

I support the spending the \$8 million identified is a down payment while you develop a long-term solution.

I support these funds helping to better track how Berkeley collects and spends its existing revenue sources without any need to raise taxes.

I support a better, and less bumpy Berkeley.

Thank you for your support.

Sam Saxe-Taller  
nospamsam3@gmail.com

2435 California St,  
Berkeley, California 94703

**Benado, Tony**

---

**From:** Thomas Lord <lord@basiscraft.com>  
**Sent:** Monday, April 4, 2022 11:41 AM  
**To:** All Council  
**Subject:** the climate emergency and your political futures

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

The "Working Group III" part of the sixth IPCC Assessment Report (AR6, WG III) is out today.

Emissions must peak globally in two years. They must fall very, very rapidly thereafter.

You all have done nothing to brace Berkeley for the necessary shortages in energy and transport and enormous economic disruption that is now absolutely necessary to human civilization surviving.

Some of you, like me, have young relatives -- in some cases you have children. I feel very sad for those children because some day they are going to understand the situation and how each of you dragged your feet, did nothing really, and utterly blew their future. Perhaps as many as a whole one of you has even made an effort to catch up on the latest science. So much of the harsh things I say or write to you is to try to alter that outcome by waking you the fuck up. I am uncivil because you are collectively behaving murderously and catastrophically for humanity has a whole.

It hasn't been working. Nothing breaks you of your zombie-style ignorance and selfish denial. Politeness didn't. Harshness doesn't. What is the matter with you?

I can almost hear the gears in some of your heads turning and saying "Oh, but look how much our emissions fell with the EBCE switch-over." They didn't, though. Nothing changed in the mix of power generators. We got very fake carbon credits for helping the state take in incremental step away from PG&E Inc., not because we took actual, real climate action of the scale and urgency needed. Our signing up for EBCE is not driving shifts in generation.

What is the matter with you that you continue to persist in denial, laziness, and ignorance about the real climate emergency?

Retrofitting, urban greenspace, \*targeted\* new development (pretty much the opposite of your YIMBY bullshit including paving fucking People's Park, you assholes). Wake up or for god's sake or quit your jobs and let some responsible adults act in your place.

-t



**Benado, Tony**

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**From:** Thomas Lord <lord@basiscraft.com>  
**Sent:** Monday, April 11, 2022 10:30 AM  
**To:** Harrison, Kate; All Council; Berkeley City Council Policy Committee  
**Subject:** meaningful climate action (proposed legislation)

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

The most recent report from the IPCC confirms what we already know: that emissions **MUST** fall very fast, starting now, not next year, to have a chance of keeping a habitable planet with a human-friendly climate.

As you should know, climate scientists compute what are called "carbon budgets" to guide our way.

A carbon budget is a measure of exactly how much - or how little - fossil fuel burning we can do before we absolute must stop burning fossil fuels entirely.

And as you know, Berkeley's government, like our state and national government, has ignored carbon budgets entirely and has set us on a path of near term self-destruction.

THEREFORE, the City of Berkeley should consult with climate experts to compute a specific carbon budget for Berkeley itself, and every action passed by council, if that action involves the use of energy, should come with an estimate of how much emissions will be caused through 2030 by the action.

This should be a specific numeric estimate of tons of carbon emitted.

No action should be permitted to council that will exceed the carbon budget.

Further, the carbon budget should be council's guide to how (impossibly) fast retrofit of existing buildings should occur when, god willing, natural gas supplies are shut down.

This is similar to the discipline of a fiscal budget. You simply can't exceed the boundaries of fiscal constraints. The difference is that you *\*can\** exceed the carbon budget but only at the cost of humanity.

-t

**Benado, Tony**

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**From:** Thomas Lord <lord@basiscraft.com>  
**Sent:** Thursday, March 31, 2022 10:09 PM  
**To:** All Council  
**Subject:** natural gas city emergency

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

I think it was maybe two years ago I sent you a copy of this policy disaster that relates to the need to get off natural gas, and the scale of the problem relative to the time remaining:

<http://basiscraft.com/pubs/natgas-v-habitability-20200704.pdf>

You've let that coming catastrophe just sit there and worsen for two years.

Why don't any of you show evidence of believing in climate science, speaking truthfully and plainly about it, and confronting the very hard work and choices we have remaining? What's the matter with you?

-t  
Thomas Lord (District 2)

**Benado, Tony**

---

**From:** Jeff W. <tropicalazurewaters@gmail.com>  
**Sent:** Monday, April 4, 2022 10:31 AM  
**To:** All Council  
**Subject:** 2025 For 1.5C

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

<https://www.theguardian.com/environment/2022/apr/04/ipcc-report-now-or-never-if-world-stave-off-climate-disaster>

**Benado, Tony**

---

**From:** sbgoldbergmd <sbgoldbergmd@aol.com>  
**Sent:** Monday, March 28, 2022 7:26 PM  
**To:** All Council  
**Subject:** Please oppose SB 9!

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Stan Goldberg

Sent from my iPhone

**Benado, Tony**

---

**From:** Sally Williams <gswilliams2000@yahoo.com>  
**Sent:** Monday, March 28, 2022 5:24 PM  
**To:** All Council; Hahn, Sophie; Wengraf, Susan; Arreguin, Jesse L.  
**Subject:** High Fire Hazard

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Unmaintained PGE Poles that hold lites if dormant equipment and have gerrymandered additions to the top. 5g antennas are being added. PG and E collect rents from the companies using this fire hazard poles and the City gets a cut.

Sent from my iPhone

**Benado, Tony**

---

**From:** Robert <robert@alamolighting.com>  
**Sent:** Tuesday, March 29, 2022 8:34 PM  
**To:** Berkeley City Council Policy Committee; Berkeley Mayor's Office; All Council  
**Subject:** Berkeley Marina South Sailing Basin Dredging: Yes

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

As you weigh targeted dredging in the South Sailing Basin for inclusion in the annual City budget, I would like to add my voice in full support, and thank you for your efforts here to date.

There is no project more essential for a thriving marina future than to keep sailing, windsurfing, swimming and kayaking viable by dredging. Now, it is far too common a sight on a sunny day to see all these activities curtailed for lack of water. I am a longtime member of the Cal Sailing Club—*The Beating Heart of the Marina*; we provide low cost and no cost water access for all, with instruction, through volunteer efforts.

Targeted dredging, around the three docks with a channel out to deeper water, will allow us, and all our active South Basin Community neighbors, to continue what we do: welcoming one and all to the joys of the San Francisco Bay for years to come.

Thank you for your consideration,

Robert Ofsevit  
Cruising Skipper  
Cal Sailing Club

***South Sailing Basin, Berkeley Marina: A far too common sight.***



**Benado, Tony**

---

**From:** Jack Kurzweil <jack.kurzweil@gmail.com>  
**Sent:** Tuesday, April 5, 2022 10:29 AM  
**To:** City Clerk; All Council  
**Subject:** Building Electrification Installation Incentives  
**Attachments:** ElectrificationIncentives.docx

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor Arreguin and Berkeley City Council Members,

The attached letter indicates the support by the Wellstone Democratic Renewal Club for the

## **Budget Referral and Resolution Establishing a Pilot Existing Building Electrification Installation Incentives and Just Transition Program with Pre-Qualified Contractors Meeting Minimum Labor Standards (Budget Referral and Resolution)**

For the Wellstone Club,

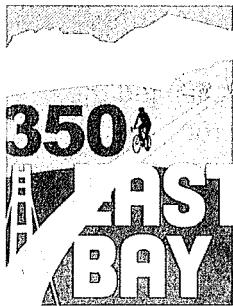
Jack Kurzweil

510-292-8757





## Wellstone Democratic Renewal Club



April 5, 2022

Dear Honorable Mayor and City Council,

The undersigned organizations submit this letter urging you to fund and pass the *Budget Referral and Resolution Establishing a Pilot Existing Building Electrification Installation Incentives and Just Transition Program with Pre-Qualified Contractors Meeting Minimum Labor Standards (Budget Referral and Resolution)* as part of the May 2022 Budget Process.

This proposal represents a critical \$1.5 million investment in support of environmental, housing, racial, and labor justice. It would incentivize and subsidize low-income housing unit appliance electrification using unionized contractors and expanding public sector climate staffing. It can

also be leveraged to unlock millions in additional funding at the regional, state and federal levels.

While we were deeply disappointed that it was not funded in November, we agree with the Mayor and Council's designation in November that this program is the **first priority** for funding in May, 2022.

Funding this program will allow the City to finally kick-start its existing building electrification strategy; unlock millions in additional government funding; improve housing affordability; and eliminate health and safety risks associated with natural gas.

Funding is already available through federal funding or real estate transfer tax revenue.

We also want to highlight that this action is even more critical in light of recent research that highlights Berkeley's natural gas emissions are ***eleven times*** worse than previously estimated.

### **Berkeley's Existing Building Electrification Strategy Remains Wholly Unfunded**

We applaud the City's leadership in passing, implementing, and defending the nation's first prohibition of natural gas in new construction in 2019, which has significantly changed the course of the climate movement. As the City continues to expand its housing stock, this ordinance will prevent significant additional natural gas emissions.

However, we are deeply concerned with the lack of progress to date, with respect to decarbonizing the City's existing building stock.

Ironically, at the same time that you opted not to fund and pass the *Budget Referral and Resolution*, you also collectively adopted the *Existing Buildings Electrification Strategy*. The former was, and still is, designed to be a significant first step toward implementing the latter. Without funding, the strategy can only achieve incremental progress with devastating consequences.

Just as the Council unanimously acknowledged that market forces would not solve the issue of natural gas infrastructure in new buildings, it must now do the same for existing buildings. Now, more than ever, our city needs bold budgetary and policy leadership from its public sector.

### **Berkeley's Greenhouse Gas Emissions from Natural Gas Are Severely Underestimated, Perhaps Upwards of 1000%**

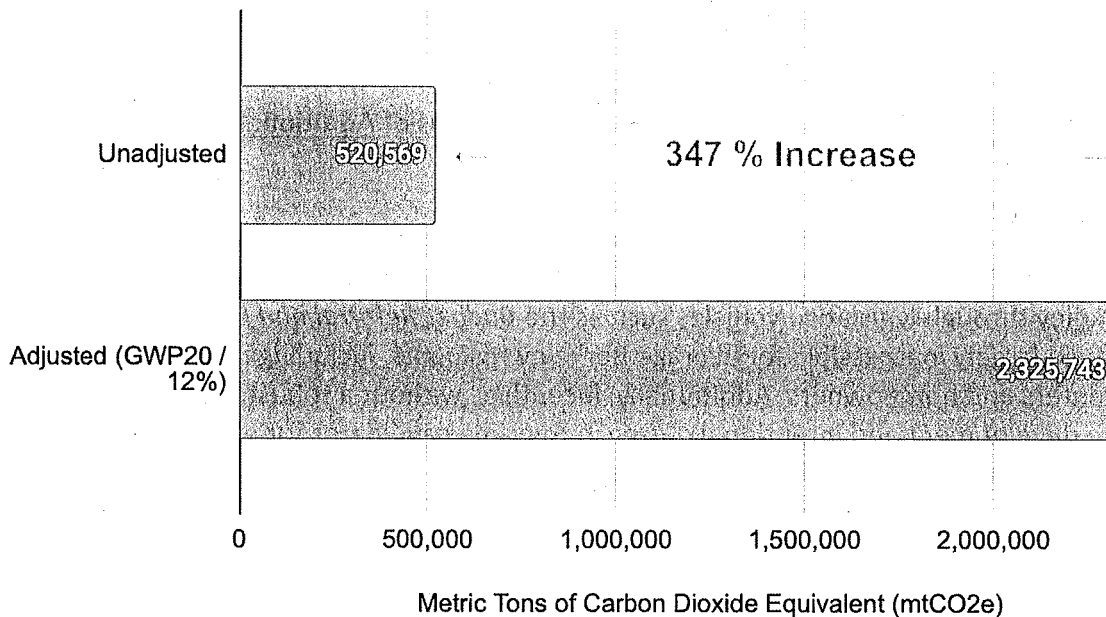
Recent scientific research suggests that the true scale of gas emissions may be eleven times worse than previously understood, raising the stakes of inaction. It is estimated that approximately 12% of natural gas (methane) extracted from the ground leaks into the atmosphere from fracking wells, transmission lines, and distribution pipes within cities like

ours. We know that beyond the first 20 years after emission, methane has a global warming potential of up to 86 times that of carbon dioxide as a greenhouse gas. Over one hundred years, methane is still up to 36 times more potent. As many climate scientists have stressed, this decade is perhaps the most important in human history, and therefore we have to think deeply about the astronomical impact of methane, which could push climate goals out of reach.

Berkeley has failed to account for these upstream and downstream leaks of methane in the calculation of natural gas emissions consumed within its territory. This is despite ongoing aerial studies, by the Environmental Defense Fund and Google, of neighboring Oakland and San Francisco demonstrating significant methane leakage within cities. This is also despite the fact there is a direct nexus between the voracious appetite for natural gas among Berkeley residents and businesses and the production and transmission of a leaky natural gas supply chain across the United States. In other words, for every therm of gas that Berkeley imports and burns, the city is responsible for its equal share of related methane emissions—a quintessential factor of supply and demand.

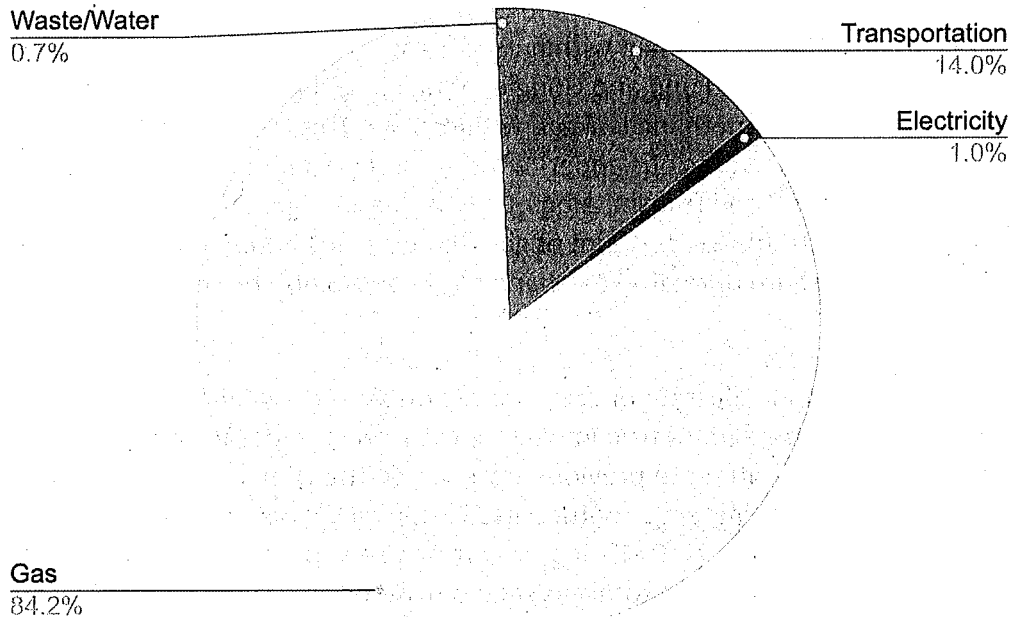
In its first 20 years of emission and adjusted for scientifically measured 12% lifecycle methane leakage from well-to-appliance, methane's true impact on the rising temperature of our atmosphere provides a shocking contrast to previous statistics on the climate impact of natural gas use in our city. Indeed, the GHG impact of natural gas in Berkeley would skyrocket to a staggering 1,958,156 mtCO<sub>2</sub>e per year, a 1034% increase from previous estimates. Accounting for methane leakage means that Berkeley's total citywide emissions are 347% of what has been reported.

Total Berkeley 2019 Sector-Based GHGs Unadjusted vs. Adjusted for True Impact of Methane Leakage (GWP20 / 12%)



In this light, natural gas use in buildings leapfrogs transportation emissions as the largest contributor to the city's emissions, rising from from 33% of emissions to 84% of traditional emissions, with transportation falling to 14% from 60%:

### 2019 Berkeley Sector-based Emissions Adjusted for True Impact of Methane Leakage (GWP20 / 12% Leakage Rate)



The true scale of the climate emergency is shocking, but we cannot afford to cower in ignorance nor fear; Berkeley's political leaders must make timely investments now such as the *Budget Referral and Resolution* to begin turning the tide of the trend towards truly catastrophic warming.

### **The Time is Now: Berkeley Allocation Would Unlock Millions of Additional Dollars for Timely Building Decarbonization**

Since Berkeley's gas ban in 2019, a number of exciting subsidy programs have been developed that can be leveraged along with local funding. However, absent local funding and leadership from Berkeley through legislative vehicles such as the *Budget Referral and Resolution*, these funds remain largely inaccessible for average Berkeley residents, including moderate to low-income renters and homeowners. Additionally, incentives without a robust program of workforce development and intentional outreach to prime candidates for electrification will not deliver the reductions needed in this critical decade.

By allocating \$1.5 million in May—less than .28% of the total FY 2022 budget—Berkeley can unlock millions more in regional, state, and national building decarbonization funding and help direct them effectively to homes where they are needed most.

For example, the Bay Area Regional Energy Network (BayREN), an agency of the Association of Bay Area Governments offers thousands of dollars in rebates for all-electric water heaters, furnaces, cooktops, insulation, and related weatherproofing. The state has also recently launched a pilot program known as TECH Clean California program, created by California Senate Bill 1477, which provides \$120 million in subsidies at the contractor level for installation of all-electric appliances and workforce development. These rebates are explicitly designed to pair with related programs through East Bay Community Energy and BayREN providing an aggregate additional \$3,600 to upwards of \$10,000 per unit. Nearly 40% of program benefits are targeted towards low-income and disadvantaged communities. At the same time, the federal government also maintains a wide range of subsidy programs aimed at improving energy efficiency and building performance.

Berkeley has a long history of investing local funds in order to leverage other monies e.g., for affordable housing and services for its unhoused population; it must do the same for climate and seize maximum funding opportunities during this critical decade.

### **Program Funds Would Improve Health of Moderate Income Households and Habitability of Below Market Rate Housing Stock**

We appreciate that you understand the gravity of the negative affordability, health, air quality, seismic, and explosive impacts associated with natural gas combustion in our city; that's why you prohibited natural gas in new buildings. We also know that these impacts disproportionately impact people of color and environmental justice communities.

We are now asking you to apply that same urgency to existing Berkeley residents—many of whom are low-income tenants with no control over appliance fuel. The viability and habitability of these units are key to addressing Berkeley's housing affordability crisis and preserving diversity.

Below Market Rate units, including those maintained by affordable housing nonprofits, are prime targets for this program. Affordable housing providers maintain capital improvement programs (another leveraging opportunity), but they may not possess the technical expertise or means to invest in all-electric technology. Therefore, it is critical that the city fund the proposed *Budget Referral and Resolution*, which is aimed at assisting with the electrification of moderate income households with a preference for affordable housing units, while strictly adhering to the standards set forth in the *Existing Building Electrification Strategy* and rental protection laws to prevent displacement and accommodate tenants when retrofitting buildings.

Critically, gas prices are projected to continue to grow exponentially as the state decarbonizes and other economic and geopolitical factors. These rate increases threaten the viability of such units and threaten tenants. In some cases low-income households will pay these utilities directly, while in others the owner of the housing pays the utilities. Both situations threaten our precious affordable housing stock.

**Funds Would Enhance Unionized and Green Workforces and Expand Underfunded Public-Sector Climate Staff**

This program would represent a groundbreaking partnership between the City, the Building Trades, and the Construction Trades Workforce Initiative. It would ensure that public electrification funds support unionized “high-road” jobs through pre-qualified contracts and critical apprenticeship programs that draw directly from Berkeley’s historically disadvantaged and disproportionately polluted communities. The *Budget Referral and Resolution* could also help pipefitters and gas workers transition justly from fossil fuel to all-electric work.

We know that the building trades—the same individuals who are building our new housing stock—provide quality work in exchange for quality training, wages, and benefits. Using pre-qualified contractors will also reduce overall program cost and enhance decarbonization efficiency while simultaneously uplifting communities. This is the promise of the Green New Deal.

This window of opportunity came about as the result of a statewide recovery grant aimed at bringing cities and unionized trades together around climate change. Without city funding, this opportunity will not materialize.

In addition, the *Budget Referral and Resolution* includes a much needed staff person within the Office of Energy and Sustainable Development (OESD) to help administer this program and assist residents across the city with the transition from natural gas. To date, OESD remains critically underfunded despite the Council repeatedly making climate, at least rhetorically, a priority, including most recently when it adopted a new goal of reducing emissions 60% from 2018 levels by 2030. Unfortunately, this policy declaration was not attached to any new funding.

Finally, the item includes an important resolution fulfilling an ask of the City to support unionized PG&E natural gas workers who are demanding a just transition from the state.

If we want to have a chance at meeting our climate goals this decade, we need to immediately begin investing and supporting our building trades, public sector workforce, and a transition for fossil fuel workers.

**Program is Eligible for Funding via American Rescue Plan Act or Excess Equity**

We believe that the city has the funds to make this program a reality now. At the November 30, 2021 Council meeting, the City Attorney confirmed that this program is eligible for federal American Rescue Plan Act (ARPA) Funds earmarked for revenue replacement.

According to a May 17, 2021 City Manager memo, the City estimated eligible ARPA General Fund revenue reductions total \$51.1 million for calendar year 2020 (based on 6.9% growth rate, which is the average annual growth rate for the three full fiscal years prior to the onset of the pandemic, applied to FY 2019 General Revenues). Therefore, up to 77% of ARPA funds are eligible for revenue replacement in the General Fund, and may be expended virtually without restriction.

Just as the Council has allocated ARPA funds for a desperately needed Specialized Care Unit (SCU) to respond to mental health crises, we cannot think of a more appropriate expenditure than reducing outsized methane emissions in moderate and affordable housing units.

We understand that the City maintains a healthy balance in its ARPA allocation and urge you to expend these funds on this groundbreaking *Budget Referral and Resolution*. However, to the extent that you do not fund this program with ARPA, we urge you to use excess equity. It is our understanding that the transfer tax revenues performed exceptionally well in FY 22.

As Berkeley recovers from the global pandemic, it is imperative that the City invest significant resources to rapidly and equitably address the present climate emergency. We respectfully remind you that scientists have warned policymakers at all levels of government that global emissions reduction targets cannot be met without investing a significant proportion of stimulus and recovery funds in climate change mitigation.

### **Now is the Time to Act**

This decade is arguably one of the most critical in human history. Your action can help determine the fate of future generations for thousands of years. There are likely no second chances.

Berkeleyans and the undersigned organizations expect you to prioritize climate justice *now* among competing budget and legislative priorities.

Sincerely,

Service Employees International Union Local 1021 (SEIU 1021)

Berkeley Progressive Alliance

Rebuilding Together East Bay-North

Redwood Energy

Sunflower Alliance

350 East Bay

Northern California Land Trust

Green The Church

Wellstone Democratic Renewal Club



**Benado, Tony**

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**From:** Avram Gur Arye <guraryeavram@gmail.com>  
**Sent:** Sunday, April 10, 2022 9:47 PM  
**To:** Berkeley Mayor's Office; McCormick, Jacquelyn; Harrison, Kate; Wengraf, Susan; Droste, Lori; Bartlett, Ben; Hahn, Sophie; Kesarwani, Rashi; All Council; Davila, Cheryl  
**Subject:** SOCIAL HOUSING FURTHER DEFINED  
**Attachments:** SOCIAL HOUSING . 2 ..rtf

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

this that follows is simply a distillation of information found in THE VIENNA MODEL 2, where Vienna is in the 21st Century; Hope it helps. From this, they have built a great variety of housing models. It's one approach.

Avram Gur Arye

In **Viennese social housing**, first and foremost is the goal for apartments with stable rent schedules and unlimited contracts. The basis for all this development is developer competitions based on "The Four Pillar Model" Judging

1. **Planning** (done with full community participation)
2. **Costs** ( along with more cost effective construction)
3. **Ecology**  
and
4. **Social sustainability**

This is presently done by a process that begins with a RFP a Request For Proposal from Build and Manage Development Companies who have formed a **Limited Dividend Housing Company** with a 6% profit ceiling. serving low-income tenants.

What makes it Social Housing is that the **rooms are kept small**, the dining room is replaced with an **eat-in kitchen** and usually, depending on the size of the development, an **Auditorium** or Hall and a few meeting rooms enlarged elevator lobbies, and misc. lounges in left over spaces. again, depending on size. a swimming pool and gym, which in the States would probably not fly.

for extra large developments near a transportation hub, Doctor's apartments, Bank ATM's, stores, and etc. in it's own commercial district

Apartments should include all demographically suitable units from **1-5 rooms, co-housing, assisted living, etc.** **as much a mixture as possible**

The active use off these meeting spaces with the other members of the community,

promotes polishing or establishing one's social skills to more or less, **GET ALONG** with the others, skills everyone in the world could benefit from.

For, i Believe it would end the fear of "the Other" from which it is believed,

comes much of there evil abroad in the land!

Social space can be paid for by allowing **40 extra units to pay for this "extra space"**

in a 200 unit housing complex,

**Benado, Tony**

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**From:** Rebecca Kidd <rebeccakidd@gmail.com>  
**Sent:** Tuesday, March 29, 2022 9:02 PM  
**To:** All Council; Berkeley Mayor's Office; Kesarwani, Rashi; Taplin, Terry; Bartlett, Ben; Harrison, Kate; Hahn, Sophie; Wengraf, Susan; Robinson, Rigel; Droste, Lori  
**Cc:** Dale Sophiea; Poletti, Therese; Isabella Miller  
**Subject:** Berkeley Landmark attracts national attention on ABC 20/20 special, March 30, 10pm  
**Attachments:** California Theatre on ABC.pdf

**WARNING:** This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Berkeley City Council Members:

The Friends of The Cal Theatre want to alert you to ABC's one-hour primetime special, "24 Months That Changed the World" to be aired Wednesday March 30 at 10pm. It will prominently feature a beloved Berkeley landmark: the recently closed (but not forgotten) **California Theatre**.

Dale Sophiea, who managed the theater for 18 years, was interviewed at length for the program, and you can get a glimpse of that interview in front of the beautiful Cal Theatre marquee in ABC's promo for the show (alongside Jennifer Aniston, Lin-Manuel Miranda, and Questlove).

The Friends of the Cal Theatre is a group of concerned citizens who came together shortly after The Cal closed in October 2021. The Landmarks Commission will be reviewing The Cal's application in May. But landmark status is not enough; we are gathering the support of influential citizens from around the country, all who want to ensure that this vital piece of the Bay Area's culture and history keeps its place in Berkeley's vibrant downtown community.

Stay tuned,  
 Rebecca Kidd  
 Executive Director, Friends of The Cal

Members:

Gary Meyer, Publisher, Director, and Former Co-Director of the Telluride Film Festival  
 Allen Michaan, Owner, Renaissance Rialto, Inc.  
 Isabella Miller, Program Director, Berkeley FILM Foundation  
 Gary Parks, Former Western Regional Director, Theatre Historical Society of America  
 Therese Poletti, Preservation Director, Art Deco Society of California  
 Dale Sophiea, Former Manager of The California Theatre

<http://friendsofthecal.com>

<https://www.facebook.com/FriendsoftheCal>



Website | [www.friendsofthecal.com](http://www.friendsofthecal.com)

Email | [info@friendsofthecal.com](mailto:info@friendsofthecal.com)

March 30, 2022

Dear Berkeley City Council Members:

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Stay tuned,  
Rebecca Kidd  
Executive Director, Friends of The Cal

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Allen Michaan, Owner, Renaissance Rialto, Inc.

Isabella Miller, Program Director, Berkeley FILM Foundation

Gary Parks, Former Western Regional Director, Theatre Historical Society of America

Therese Poletti, Preservation Director, Art Deco Society of California

Dale Sophia, Former Manager of The California Theatre

<http://friendsofthecal.com>

<https://www.facebook.com/FriendsoftheCal>

**Benado, Tony**

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**From:** Steven Schuyler <sschuyler94704@gmail.com>  
**Sent:** Sunday, April 10, 2022 12:06 PM  
**To:** All Council; Bartlett, Ben; Berkeley Mayor's Office; Harrison, Kate; Kriss Worthington; Linda Maio; Tara  
**Subject:** RE: Preservation of California Movie Theater on Kittredge Street (District 4)

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

4-10-2022

Hi:

On April 7th, the Landmark Preservation Commission held a meeting for public comment regarding the designation of the California Movie Theater on Kittredge Street in District 4 as a landmark.

I was the ONLY person who attended the meeting and I wanted to share with you what I told the commission.

During the meeting the owner was there and he stated that he and his family just can't afford to keep it!

So, I say that if the City of Berkeley want to designate that theater as a landmark then they also need

to be prepared to purchase the property from the owner at fair market value as well as make decisions

about what to do with the theater once they take ownership!

So, a lot of hard decisions will need to be made in this situation and some real thoughtfulness will need

to go into what the city decides to do with the theater!

I urge ALL members of the City Council to contribute an opinion to the commission on this issue on ways that

can bring a positive outcome for the owner as well the city.

Preserve the theater, help the owner get out from under the burden of the cost of the theater and then

decide what to do with it!

Thanks for listening,

*-Steven Schuyler*

**Benado, Tony**

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**From:** bob flasher <rangerdude333@hotmail.com>  
**Sent:** Friday, April 8, 2022 12:04 PM  
**To:** Berkeley Mayor's Office; All Council  
**Subject:** Reparations suggestion

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

The upcoming reparations discussion brings up an interesting point. Many different groups have been treated like shit in the past. How about reparations not only for descendants of slaves, but for descendants of Native Americans, Japanese, Chinese and Mexicans? We practically exterminated Native Americans and stole their lands. We sent patriotic Japanese Americans to concentration camps in God-forsaken deserts during WWII; most lost everything including homes, jobs and trust in America. We passed the Chinese Exclusion Act which made it almost impossible for Chinese to find employment for decades (and this was after they built the railroads for us). We stole the entire west from Mexico and the holders of the land grants from Spain.

So if we want to be fair and equitable, we ought to consider bankrupting Berkeley by reimbursing all these groups.

*Bob Flasher*

**Benado, Tony**

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**From:** bgilbertca@aol.com  
**Sent:** Thursday, April 7, 2022 8:35 PM  
**To:** bgilbertca@aol.com  
**Subject:** Predictions, Science, Experts and Politics/Or Why I've Become So Cynical

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

***Of interest to me, maybe to you. Below is an excellent article on just how wrong our experts and pundits can be.***

**<https://www.theatlantic.com/ideas/archive/2022/04/pandemic-failed-economic-forecasting/629498/>**

***Sincerely, Barbara***

***Barbara Gilbert  
Vincente Avenue  
Berkeley, CA 94707-1520***

***Phone: 510-559-8216  
E-mail: [bgilbertca@aol.com](mailto:bgilbertca@aol.com)***



**Benado, Tony**

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**From:** Ariana Thompson-Lastad <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 9:33 AM  
**To:** All Council  
**Subject:** Homeowners say Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I'm writing as a Berkeley homeowner and public school parent urging you to support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Ariana Thompson-Lastad

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This email was sent by Ariana Thompson-Lastad via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Ariana provided an email address (Arianajl@gmail.com) which we included in the REPLY-TO field.

Please reply to Ariana Thompson-Lastad at Arianajl@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Sam Sokolsky <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 9:30 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am a law student at Berkeley and even from this privileged position, the thought of being able to own my own home is daunting. Having a policy like TOPA would make this thought much more of a reality for myself and many more in less privileged positions, especially after renting the same place in so many years. It is only fair and equitable that those who rent should have the possibility of being able to buy the home they are living in if it goes up for sale.

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Sam Sokolsky

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This email was sent by Sam Sokolsky via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Sam provided an email address (samsokolsky@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Sam Sokolsky at samsokolsky@berkeley.edu.

**Benado, Tony**

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**From:** Keith Ray <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 10:30 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor Arreguin, Councilmember Harrison, and other Councilmembers,

We are writing solely on behalf of ourselves and not any other organization or entity to support the Tenant Opportunity to Purchase Act (TOPA) policy that you are considering tonight.

We've rented in Berkeley for 13 years in 4 different apartments during college, graduate school, and for several years into our careers. We both hold bachelors and PhDs from Berkeley.

We have both struggled to afford rent in Berkeley. In one college apartment, I (Keith) worked as the apartment manager for a 30 unit building, which, at the time, was worth only a 60% reduction in rent. We always wanted to live in Berkeley long term, but feared we wouldn't be able to buy.

Our last landlord began preparing to sell the duplex we and he shared 4 years ago and we purchased 3 years ago. It was a long process that included a 6 hour house inspection, more than a dozen meetings/calls with the landlord, and finally the use of a neutral fixed fee real estate agent to save money on the transaction.

Despite the process taking over a year, we were incredibly lucky that our landlord took us seriously as potential homebuyers. If other landlords can't imagine that their tenants are qualified to buy, they will not give them the chance even if they put together a solid loan and downpayment. Whether tenants are given the opportunity to purchase from the owners of their homes shouldn't be based on this arbitrary assessment.

Our landlord got a fair price from us as tenant buyers, and could still have sold on the open market if he had not been satisfied with our bid. Having TOPA as even a short pause in the process, and a way to potentially channel public and/or nonprofit funds and TA towards preserving currently unsubsidized affordable housing before it's too late, could help other tenants like us buy their buildings when they go on the market. We had the unusual benefit of knowing our building was going on the market and a landlord who wasn't in a rush. If we hadn't had time to put together a bid--even a few weeks would make a difference for others--we would likely have had to leave Berkeley, which we love.

Sincerely,  
Lizzy and Keith Ray  
District 4 homeowners and former renters

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This email was sent by Keith Ray via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the

FROM field of this email to our generic no-reply address at [campaigns@good.do](mailto:campaigns@good.do), however Keith provided an email address ([yarrgk@gmail.com](mailto:yarrgk@gmail.com)) which we included in the REPLY-TO field.

Please reply to Keith Ray at [yarrgk@gmail.com](mailto:yarrgk@gmail.com).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Eva Shu <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 7:02 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am writing to express my support for the Tenant Opportunity to Purchase Act (TOPA) and to ask for your support for TOPA as well.

Affordable housing is one of the biggest issues here in Berkeley. This is a solution!

Yours sincerely,  
Eva Shu

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This email was sent by Eva Shu via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Eva provided an email address (eva.shu@gmail.com) which we included in the REPLY-TO field.

Please reply to Eva Shu at [eva.shu@gmail.com](mailto:eva.shu@gmail.com).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

---

**From:** Katie DaQuino <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 9:21 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am writing to you as a constituent, asking you to support TOPA (tenant opportunity to purchase act). As you know, this act allows tenants the opportunity to purchase their homes. It prevents displacement and increases opportunities for homeownership. It does not hurt landlords, as they are still able to get a competitive price for their properties when they choose to sell. It is important that the city council passes this act to show their commitment to protecting our long term residents who are facing high rates of displacement.

Yours sincerely,  
Katie DaQuino  
(constituent, district 7)

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This email was sent by Katie DaQuino via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Katie provided an email address (katiedaquino@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Katie DaQuino at [katiedaquino@berkeley.edu](mailto:katiedaquino@berkeley.edu).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Leah Mealey <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 8:22 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

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This email was sent by Leah Mealey via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Leah provided an email address (leahchristinem@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Leah Mealey at leahchristinem@berkeley.edu.

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**Benado, Tony**

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**From:** Sylvia Chapman <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 5:19 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act "TOPA". As a divorced, single parent who raised three children in the east bay, I experienced being without permanent housing for years. I worked hard only to see the rising rental rates outpace my competitive income.

I went back to college to earn a sustainable wage in a professional field, and/or moved to lower housing markets in high-risk or remote communities to just tread water and not sink. Fortunately, through the support of many neighborhood organizations; I, my now three grown children and many other families have maintained housing stability; but not enough to offset the growing homeless rate in Berkeley.

TOPA is one such long-term solution to displaced Berkeley families earning below the average median income.

First, TOPA offers the opportunity for tenants to get conventional funding together through a realtor to purchase the rental property with market value equity. TOPA also offers the option of the tenants to purchase the commercial property as a cooperative under tax-exempt guidelines obtaining their own pooled funding with some equity. TOPA also allows for land trust cooperatives to purchase and the tenants pay below market rate rent with the security of having a lifetime home with no equity. Either way, the rental property owners get fair market value for their property, and tenants have long-term housing. Seeing the benefits, over the time hashing out the details, Mayor and council members, why not vote yes for TOPA?

Yours sincerely,  
Sylvia Chapman  
District 1

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This email was sent by Sylvia Chapman via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Sylvia provided an email address (syldare7@gmail.com) which we included in the REPLY-TO field.

Please reply to Sylvia Chapman at syldare7@gmail.com.



**Benado, Tony**

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**From:** Hector Malvido <campaigns@good.do>  
**Sent:** Wednesday, March 30, 2022 6:01 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Latinos Unidos de Berkeley has supported TOPA since we learned about it years ago and continue to support this really important piece of legislation that looks to address housing issues currently plaguing our city.

Latinos and other communities of color are struggling to stay living in a city that is so expensive due to rising rents. If there is any opportunity for them to set roots in Berkeley it is through homeownership. TOPA helps ensure tenants are able to set foot in the housing market and make competitive offers of their own. The current system we have set up has enabled the real estate industry and speculative industry do away with a fair housing market.

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Hector Malvido

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This email was sent by Hector Malvido via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the

FROM field of this email to our generic no-reply address at [campaigns@good.do](mailto:campaigns@good.do), however Hector provided an email address ([hectormalvido@gmail.com](mailto:hectormalvido@gmail.com)) which we included in the REPLY-TO field.

Please reply to Hector Malvido at [hectormalvido@gmail.com](mailto:hectormalvido@gmail.com).

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**Benado, Tony**

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**From:** Andrade, Roxana  
**Sent:** Monday, April 4, 2022 1:07 PM  
**To:** City Clerk  
**Cc:** Warhuus, Lisa; Bustamante, Tanya; Castrillon, Richard  
**Subject:** Communication to City Council - TOPA Ordinance  
**Attachments:** TOPA Letter 3-31-22.pdf

Internal

Good afternoon,

Attached is a letter from the Commission on Aging to City Council regarding the proposed TOPA Ordinance.

Sincerely,

**Roxana Andrade-Lizarzaburu**

Administrative Secretary

Health, Housing and Community

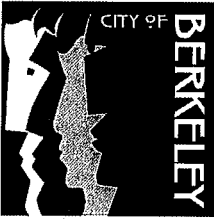
Services Department - City of Berkeley

2180 Milvia Street, 2nd Floor

Berkeley, CA 94704

**Phone:** 510.981.5402 - **Fax:** 510.981.5450

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



Health, Housing &  
Community Services Department  
**Commission on Aging**

March 31, 2022

City of Berkeley  
Mayor Jesse Arreguin  
Cc: City Council  
2180 Milvia Street, 5<sup>th</sup> Floor  
Berkeley, CA 94704

**Subject: Request for Presentation and Discussion Regarding Proposed TOPA Ordinance**

Mayor Arreguin,

At the request of one of its commissioners, the Commission on Aging (the CoA) took up the topic of the proposed TOPA ordinance at our Wed., 3/16 meeting.

The end result was that though we very much appreciated the careful work done to ensure fair rights and opportunities for renters and homeowners both, the commission as a whole was concerned that some of the stipulations needed greater clarity to ensure that both our elder renters and our elder property owners not be disproportionately burdened and/or threatened by the ordinance.

To address this concern, the commission voted unanimously to request of you that an informed City official or staff member attend one of our meetings to give a general overview of the ordinance and its intentions followed by a discussion period to field commissioners' questions. Since the CoA meets during regular business hours - 3rd Wednesday of the month from 1:30-3:30 PM - this will not require any "after hours" work.

The CoA has a full schedule these days including the proposal to hold a ZOOM-based Community Forum regarding a possible updating of Berkeley's "Age Friendly Plan" in place of one of our regular meetings. That said, please let us know when such a presentation can and/or needs to be made.

Thanks in advance,

George Porter  
Chair, Commission on Aging

Cc: Tanya Bustamante, Manager, Aging Services Division  
Richard Castrillon, Commission on Aging Secretary

2180 Milvia Street, 2<sup>nd</sup> Floor, Berkeley, CA 94704 Tel: 510.981.5100 TDD: 510.981.6903 Fax: 510.981.5450  
E-mail: [aging@ci.berkeley.ca.us](mailto:aging@ci.berkeley.ca.us) - <http://www.cityofberkeley.info/aging/>

**Benado, Tony**

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**From:** Natasha Blazer <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 8:39 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). The current housing crisis is scary and daunting, and TOPA is a concrete step toward a better future. Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Natasha Blazer

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This email was sent by Natasha Blazer via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Natasha provided an email address (natasha.blazer@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Natasha Blazer at [natasha.blazer@berkeley.edu](mailto:natasha.blazer@berkeley.edu).

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## Benado, Tony

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**From:** Tania Escobar <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 12:27 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

Berkeley has been the leader of the TOPA movement that is now Bay Area wide, and has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

Supporting initiatives like TOPA enable communities to stay together and thrive. Please help lead the Bay Area in important restorative justice with programs like TOPA.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Tania Escobar

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This email was sent by Tania Escobar via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Tania provided an email address (taniaiescobar@gmail.com) which we included in the REPLY-TO field.

Please reply to Tania Escobar at taniaiescobar@gmail.com.

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**Benado, Tony**

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**From:** Grace Paine <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 10:15 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). I am a renter in Berkeley and have seen personally the lack of affordable housing in this city. Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Grace Paine

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This email was sent by Grace Paine via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Grace provided an email address (gpaine@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Grace Paine at gpaine@berkeley.edu.

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**Benado, Tony**

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**From:** Mary Barnes <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 8:26 PM,  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

I live in a housing cooperative which shows how affordable housing can happen if former tenants collectively buy and share labor.

Yours sincerely,  
Mary Barnes

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This email was sent by Mary Barnes via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Mary provided an email address (maryejbarnes@gmail.com) which we included in the REPLY-TO field.

Please reply to Mary Barnes at maryejbarnes@gmail.com.

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**Benado, Tony**

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**From:** Danielle Elliott <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 7:47 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Best,  
Danielle Elliott

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This email was sent by Danielle Elliott via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Danielle provided an email address (dne626@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Danielle Elliott at dne626@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** s m ostroff <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 7:30 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Please don't let gentrification deprive people of their homes. Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
s m ostroff

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This email was sent by s m ostroff via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however s m provided an email address (smostroff@gmail.com) which we included in the REPLY-TO field.

Please reply to s m ostroff at smostroff@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Ian Fregosi <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 5:49 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). I helped draft and pass San Francisco's Community Opportunity to Purchase Act (COPA) and am excited to see Berkeley and other jurisdictions considering similar right to purchase policies. This is an important tool for Cities to empower tenants and prevent displacement.

Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Ian Fregosi

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This email was sent by Ian Fregosi via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Ian provided an email address (ian.fregosi@gmail.com) which we included in the REPLY-TO field.

Please reply to Ian Fregosi at [ian.fregosi@gmail.com](mailto:ian.fregosi@gmail.com).

## Benado, Tony

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**From:** Darby Aono <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 5:45 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

My name is Darby, and I've lived in the Bay for most of my life. Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Darby Aono

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This email was sent by Darby Aono via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Darby provided an email address (darby.aono@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Darby Aono at darby.aono@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Sheila Goldmacher <campaigns@good.do>  
**Sent:** Monday, March 28, 2022 5:09 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Sheila Goldmacher Goldmacher

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This email was sent by Sheila Goldmacher via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Sheila provided an email address (sheinaleah@comcast.net) which we included in the REPLY-TO field.

Please reply to Sheila Goldmacher at sheinaleah@comcast.net.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Sylvia Chapman <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 4:55 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act "TOPA". As a divorced, single parent who raised three children in or around Berkeley, I experienced being without permanent housing for years. I worked hard only to see the rising rental rates outpace my competitive income.

I went back to school to earn a sustainable wage, and/or moved to lower housing markets in high-risk or remote communities to just stay above water. Nevertheless, the stress of finding one solution and leaving dozens of viable needs unaddressed, is what many Berkeley residents below the average median income encounter daily.

Fortunately, through the support of spiritual, socio-economic and wellness community and non-profit council-funded organizations, I and others have become self-determined and progressed. TOPA is a win-win option for rental property owners and their tenants. The word opportunity in TOPA means choice; not a mandate. However, that choice may prove to be the only lifeline for long-term Berkeley residents being displaced from their homes.

With TOPA, it allows tenants who want to form a cooperative and purchase the property through a realtor and have current housing market equity. TOPA also offers the option of the tenants to purchase the commercial property as a cooperative under city tax-exempt guidelines obtaining their own pooled funding with some equity. TOPA also allows for land trust cooperatives to purchase and the tenants pay below market rent with the security of having a lifetime home with no equity. Either way, the property owner gets fair market value. There are many details to be hashed out, but to disallow a viable solution to prevent homelessness for seniors, students and families to be dismissed would appear to be shortsighted. We urge you, our city representatives, to vote Yes on TOPA.

Yours sincerely,  
Sylvia Chapman  
District 1

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This email was sent by Sylvia Chapman via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Sylvia provided an email address (syldare7@gmail.com) which we included in the REPLY-TO field.

Please reply to Sylvia Chapman at syldare7@gmail.com.

## Benado, Tony

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**From:** Jana Lee <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 4:37 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Sincerely,  
Jana Lee

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This email was sent by Jana Lee via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Jana provided an email address (leejana2@gmail.com) which we included in the REPLY-TO field.

Please reply to Jana Lee at leejana2@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Mirelle Lindquist <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:39 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I urge you to support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Mirelle Lindquist

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This email was sent by Mirelle Lindquist via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Mirelle provided an email address (mirellelindquist@gmail.com) which we included in the REPLY-TO field.

Please reply to Mirelle Lindquist at mirellelindquist@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>



## Benado, Tony

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**From:** Alaina Delsignore <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:24 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Sincerely,  
Alaina Delsignore

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This email was sent by Alaina Delsignore via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Alaina provided an email address (alainadelsignore@gmail.com) which we included in the REPLY-TO field.

Please reply to Alaina Delsignore at alainadelsignore@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Jake Son <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:20 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods. As a UC Berkeley student, I may not be a long-term resident but I feel that these changes are absolutely necessary.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Jake Son

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This email was sent by Jake Son via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Jake provided an email address (jakeson@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Jake Son at jakeson@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Jaren Feeley <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:20 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I live at 1811 Rose St. Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Jaren Feeley

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This email was sent by Jaren Feeley via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Jaren provided an email address (jaren@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Jaren Feeley at jaren@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Murong Yao <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:19 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together, especially since communities in this area face the challenges brought by the housing crisis. Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Murong Yao

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This email was sent by Murong Yao via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Murong provided an email address (pattyyao0418@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Murong Yao at pattyyao0418@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Zachary Khouri <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:12 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together: In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Zachary Khouri  
District 8

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This email was sent by Zachary Khouri via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Zachary provided an email address (zacharykhouri@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Zachary Khouri at zacharykhouri@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** meave o'connor <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:07 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Please support TOPA in all possible ways.

Yours sincerely,  
meave o'connor

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This email was sent by meave o'connor via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however meave provided an email address (meave13@gmail.com) which we included in the REPLY-TO field.

Please reply to meave o'connor at meave13@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Chris Schildt <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:02 PM  
**To:** All Council  
**Subject:** Please Vote YES to TOPA in Berkeley TODAY!

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am a property owner and former landlord in Berkeley, and I strongly support Tenant Opportunity to Purchase Act (TOPA). Please pass it without delay!!

Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Chris Schildt

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This email was sent by Chris Schildt via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Chris provided an email address (cschildt@gmail.com) which we included in the REPLY-TO field.

Please reply to Chris Schildt at cschildt@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Bee Coleman <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 3:00 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. As a member of the Oakland tenant community and an antidisplacement program manager at EBPREC working with the Oakland TOPA policy coalition, I'm deeply familiar with the profound need and impact for policy like this. If we're to take housing seriously as a human right, we must make that possible through every feasible avenue, including allowing qualified organizations like EBPREC to support tenants who wish to pursue this right in their process. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Bee Coleman

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This email was sent by Bee Coleman via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Bee provided an email address (bee@ebprec.org) which we included in the REPLY-TO field.

Please reply to Bee Coleman at bee@ebprec.org.



## Benado, Tony

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**From:** Ian Winters <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 2:51 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

As a long time South Berkeley resident and Co-op homeowner I urge you to please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Ian Winters

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This email was sent by Ian Winters via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Ian provided an email address (ian@ianwinters.com) which we included in the REPLY-TO field.

Please reply to Ian Winters at [ian@ianwinters.com](mailto:ian@ianwinters.com).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Naomi Spoelman <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 2:49 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Sincerely,  
Naomi Spoelman

Yours sincerely,  
Naomi Spoelman

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This email was sent by Naomi Spoelman via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Naomi provided an email address (nspoelman@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Naomi Spoelman at nspoelman@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Michael Trujillo <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 2:44 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

As a renter and advocate for housing justice, I urge you to act now to pass a Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

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This email was sent by Michael Trujillo via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Michael provided an email address (mtrujillo5@gmail.com) which we included in the REPLY-TO field.

Please reply to Michael Trujillo at mtrujillo5@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Robel Yared <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 2:37 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area-wide. Our city has always had a history of leading progressive movements and TOPA is no different as it's now working through the city halls of Oakland, San Jose, and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,

Robel Yared

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This email was sent by Robel Yared via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Robel provided an email address (ryared@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Robel Yared at ryared@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Megan Moran <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 2:24 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support a robust Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Megan Moran

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This email was sent by Megan Moran via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Megan provided an email address (greenpeach1@gmail.com) which we included in the REPLY-TO field.

Please reply to Megan Moran at greenpeach1@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Sara Jaramillo <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 12:37 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am a student and have lived in both Berkeley and Oakland. I have seen firsthand the difficulty of finding affordable housing in the East Bay, and urge you to act in the interests of everyone who lives here, especially of our most marginalized and vulnerable neighbors.

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Sara Jaramillo

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This email was sent by Sara Jaramillo via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Sara provided an email address (sarajaramil@gmail.com) which we included in the REPLY-TO field.

Please reply to Sara Jaramillo at sarajaramil@gmail.com.

**Benado, Tony**

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**From:** Julia MacMillan <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 11:42 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I strongly urge you to support TOPA.

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Julia MacMillan

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This email was sent by Julia MacMillan via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Julia provided an email address (julia.macmillan@gmail.com) which we included in the REPLY-TO field.

Please reply to Julia MacMillan at [julia.macmillan@gmail.com](mailto:julia.macmillan@gmail.com).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Betsy Marshall <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 11:28 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

Taking no action or delaying passage of an effective anti-displacement tool like TOPA will only exacerbate Berkeley's tenant displacement and housing affordability crisis. Many years have already gone into the research and development of TOPA, and Berkeley tenants can't wait any longer. The time is now and we urge you to take bold action to adopt TOPA and move forward with instituting a successful TOPA program to empower and prevent the displacement of Berkeley's vulnerable tenant communities.

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Betsy Marshall

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This email was sent by Betsy Marshall via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Betsy provided an email address (betsy.marshall@berkele.edu) which we included in the REPLY-TO field.

Please reply to Betsy Marshall at [betsy.marshall@berkele.edu](mailto:betsy.marshall@berkele.edu).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>



## Benado, Tony

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**From:** Evvy Archibald Shulman <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 10:35 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA policy has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods. This is incredibly necessary for Berkeley to provide long-term tenants a way to stay in the city given the ongoing push out of low-income communities.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Evvy Archibald Shulman

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This email was sent by Evvy Archibald Shulman via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Evvy provided an email address (evvyarchibald@gmail.com) which we included in the REPLY-TO field.

Please reply to Evvy Archibald Shulman at [evvyarchibald@gmail.com](mailto:evvyarchibald@gmail.com).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>.

**Benado, Tony**

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**From:** chimey Lee Lee <campaigns@good.do>  
**Sent:** Wednesday, March 30, 2022 8:39 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

I have been sending messages in full support of TOPA, since it was first mentioned , for equity housing here in Berkeley.

Yours sincerely,  
chimey lee dist 4

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This email was sent by chimey Lee Lee via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however chimey Lee provided an email address (chimey2@yahoo.com) which we included in the REPLY-TO field.

Please reply to chimey Lee Lee at chimey2@yahoo.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Dara Gray <campaigns@good.do>  
**Sent:** Wednesday, March 30, 2022 7:49 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. This bill is important for Berkeley residents. I strongly urge you to support TOPA.

Yours sincerely,  
Dara Gray

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This email was sent by Dara Gray via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Dara provided an email address (dag422@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Dara Gray at dag422@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Jessica Evans <campaigns@good.do>  
**Sent:** Wednesday, March 30, 2022 5:41 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am a renter in Berkeley District 3, and have been for 17 years.

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Jessica Evans

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This email was sent by Jessica Evans via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Jessica provided an email address (jburtonevans@gmail.com) which we included in the REPLY-TO field.

Please reply to Jessica Evans at [jburtonevans@gmail.com](mailto:jburtonevans@gmail.com).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Suhayla Ahmed <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 10:26 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

To the Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA)!! Berkeley's TOPA has come out of years of work and research. This policy will help create a just and equitable Berkeley that moves toward a future where all Berkeley residents can thrive.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Suhayla Ahmed

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This email was sent by Suhayla Ahmed via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Suhayla provided an email address (ahmed.suhayla@gmail.com) which we included in the REPLY-TO field.

Please reply to Suhayla Ahmed at ahmed.suhayla@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Erin Le <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 9:33 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

As a homeowner interested in reversing gentrification, I ask that you please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Erin Le

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This email was sent by Erin Le via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Erin provided an email address (erinmjonesle@gmail.com) which we included in the REPLY-TO field.

Please reply to Erin Le at erinmjonesle@gmail.com.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Riya Master <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 6:51 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Sincerely,  
Riya Master  
ASUC External Affairs Vice President

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This email was sent by Riya Master via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Riya provided an email address (eavp@asuc.org) which we included in the REPLY-TO field.

Please reply to Riya Master at eavp@asuc.org.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

## Benado, Tony

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**From:** Aditi Ghatlia <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 5:41 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing through becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Aditi Ghatlia

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This email was sent by Aditi Ghatlia via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Aditi provided an email address (aditinghatlia@gmail.com) which we included in the REPLY-TO field.

Please reply to Aditi Ghatlia at [aditinghatlia@gmail.com](mailto:aditinghatlia@gmail.com).

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>



## Benado, Tony

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**From:** Moeko Tanaka <campaigns@good.do>  
**Sent:** Tuesday, March 29, 2022 5:24 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). I live in a dorm in Berkeley, so I am neither a rentner nor an owner. However, I support TOPA. Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Moeko Tanaka

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This email was sent by Moeko Tanaka via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Moeko provided an email address (moeko.tanaka\_w@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Moeko Tanaka at moeko.tanaka\_w@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Juliet Gardner <campaigns@good.do>  
**Sent:** Wednesday, March 30, 2022 2:08 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am a homeowner and landlord in South Berkeley. I truly believe TOPA is a step towards equity, reparations, and maintaining the wonderful diversity of our community.

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Juliet Gardner

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This email was sent by Juliet Gardner via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Juliet provided an email address (jsbean77@gmail.com) which we included in the REPLY-TO field.

Please reply to Juliet Gardner at jsbean77@gmail.com.

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## Benado, Tony

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**From:** Kaia Boonzaier <campaigns@good.do>  
**Sent:** Thursday, March 31, 2022 6:28 AM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

The City of Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Kaia Boonzaier

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This email was sent by Kaia Boonzaier via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Kaia provided an email address (kaiaboonzaier212@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Kaia Boonzaier at kaiaboonzaier212@berkeley.edu.

To learn more about Do Gooder visit [www.dogooder.co](http://www.dogooder.co) To learn more about web protocol RFC 3834 visit: <https://tools.ietf.org/html/rfc3834>

**Benado, Tony**

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**From:** Sara Sarasohn <campaigns@good.do>  
**Sent:** Wednesday, March 30, 2022 8:05 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

I am a property owner in Berkeley. I believe that the city should take every step available to keep housing equitable in Berkeley. I see in my own neighborhood how developers buy up property and make it so expensive that low and middle income people can't afford to live here.

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Sara Sarasohn

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This email was sent by Sara Sarasohn via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Sara provided an email address (Sarakeiko@gmail.com) which we included in the REPLY-TO field.

Please reply to Sara Sarasohn at Sarakeiko@gmail.com.

## Benado, Tony

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**From:** Suzanne Dershowitz <campaigns@good.do>  
**Sent:** Friday, April 1, 2022 3:24 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Suzanne Dershowitz

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This email was sent by Suzanne Dershowitz via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Suzanne provided an email address (sdershowitz@publicadvocates.org) which we included in the REPLY-TO field.

Please reply to Suzanne Dershowitz at sdershowitz@publicadvocates.org.

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**Benado, Tony**

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**From:** Suzanne Dershowitz <campaigns@good.do>  
**Sent:** Friday, April 1, 2022 3:24 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

We need to keep our Berkeley communities together. In a city and region facing a massive displacement and housing crisis, why would an owner not want to explore selling to their tenants or helping their tenants avoid being displaced? Why would we not support tenants to stabilize their housing by becoming homeowners or remaining renters by selecting a qualified organization as the new owner? Why would we not support homes being affordable for the next generation so that our children can remain here and keep our communities intact?

Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Suzanne Dershowitz

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This email was sent by Suzanne Dershowitz via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Suzanne provided an email address (sdershowitz@publicadvocates.org) which we included in the REPLY-TO field.

Please reply to Suzanne Dershowitz at sdershowitz@publicadvocates.org.

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**Benado, Tony**

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**From:** Carolina Stiles <campaigns@good.do>  
**Sent:** Monday, April 4, 2022 3:38 PM  
**To:** All Council  
**Subject:** Vote YES to TOPA in Berkeley

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Mayor and Councilmembers,

Please support the Tenant Opportunity to Purchase Act (TOPA). Berkeley's TOPA has come out of years of local work and national research. This policy is an important piece of creating a just and equitable Berkeley and we are confident a strong TOPA policy will allow us to move toward a future where all Berkeley residents, including those who are most marginalized, can thrive while remaining in Berkeley neighborhoods.

Berkeley has been the leader of the TOPA movement that is now Bay Area wide. Our city has always had a history of leading progressive movements and TOPA is no different as its now working through the city halls of Oakland, San Jose and more. Support TOPA and keep Berkeley as an active leader of progressive change in the Bay Area, California, and the USA as a whole.

I will continue to inform my neighbors and community members about TOPA and I will continue to work with my community to get TOPA passed in Berkeley. I strongly urge you to support TOPA.

Yours sincerely,  
Carolina Stiles

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This email was sent by Carolina Stiles via Do Gooder, a website that allows people to contact you regarding issues they consider important. In accordance with web protocol RFC 3834 we have set the FROM field of this email to our generic no-reply address at campaigns@good.do, however Carolina provided an email address (carlystiles@berkeley.edu) which we included in the REPLY-TO field.

Please reply to Carolina Stiles at carlystiles@berkeley.edu.

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