



Rent Stabilization Board

RENT STABILIZATION BOARD
Regular Meeting
Thursday, December 16, 2021
7:00 p.m.

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

Pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., this meeting of the City of Berkeley Rent Stabilization Board (Rent Board) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/86048784326?pwd=WVdsOTRhVVhnYWtkWXZKS3FCUlpidz09>. 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 1-669-900-6833 and enter Meeting ID: 860 4878 4326 and Passcode: 379605. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.

To submit an e-mail comment, email amueller@cityofberkeley.info with the Subject Line in this format: "RENT BOARD MEETING PUBLIC COMMENT ITEM." Please observe a 150-word limit. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 5:00 p.m. on the day of the meeting in order to be included.**

Please be mindful that this meeting will be recorded, and all other rules of procedure and decorum will apply for Rent Board meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953, 54956, and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at (510) 981-7368. The Rent Board may take action related to any subject listed on the Agenda.

RENT STABILIZATION BOARD
Regular Meeting
Thursday, December 16, 2021
7:00 p.m.

| |
|---------------|
| AGENDA |
|---------------|

*Times allotted for each item are approximate and may be changed at the Board’s discretion during the course of this meeting.

1. **Roll call** – 1 min.*
2. **Approval of Agenda** – 1 min.*
3. **Public Comment** – 2 min. per speaker for items on the agenda*
4. **Public Comment** – 2 min. per speaker for *non*-agendized items*
5. **SPECIAL ORDER OF BUSINESS**
 - a. Election of Rent Board Chairperson:
The General Counsel conducts the election for the Board’s Chair.
 - b. Election of Rent Board Vice-Chairperson:
The newly-elected Chair conducts the election for the Board’s Vice-Chair.
 - c. Comments from the newly-elected Chair, Vice-Chair and Commissioners
6. **CONSENT ITEMS** – 1 min.*
 - a. November 18th regular meeting minutes
 - b. Recommendation to adopt Resolution 21-31 authorizing modification of the contract with Kinnectics, LLC to increase the amount by \$20,000 for Fiscal Year (FY) 2022 (Executive Director)
 - c. Recommendation to adopt Resolution 21-32 authorizing modification of the contract with It’s Personnel to increase the amount by \$10,980 for FY 2022 (General Counsel)
 - d. Proposal to approve staff recommendations on the following requests for waivers of late registration penalties (Executive Director & Registration Unit staff)

Discretionary Waivers

| <u>Waiver No.</u> | <u>Property Address</u> |
|-------------------|-------------------------|
| 5012 | 1260 Burnett Street |
| 5014 | 2640 Dwight Way |
| 5015 | 1401 Prince Street |
| 5017 | 1913 Francisco Street |

7. **APPEAL** – 7:30 p.m.**

** *This appeal will not be heard before 7:30 p.m. but may be heard any time thereafter.*

Case No. RWN-1649 (1905 Essex St.)

The Board originally ruled on this matter last year. A review of the record established that the decision did not suffer from prejudicial procedural errors and was supported by substantial evidence. For these reasons, the Board affirmed the decision of the hearing examiner on August 20, 2020.

The landlord thereafter filed a writ of administrative mandamus challenging the Board's decision on several grounds. The Board set aside its Decision on Appeal at its April 15, 2021 meeting to grant Appellant further due process opportunity to be represented by counsel. According to the briefing schedule set forth by the Board's legal unit, Appellant's attorney timely submitted a new appeal brief on May 24, 2021. The attorney listed the following as the reasons the hearing examiner's decision should be reversed:

1. The Board exceeded its authority by ruling that units not a part of the Petition are subject to registration requirements;
2. Commercial units are not subject to the Board's registration requirements;
3. An "unknown and unpermitted" squatter's use of a different address does not affect these proceedings; and
4. New construction is exempt from registration requirements.

Further review of the record establishes that the hearing examiner did not exceed his authority to rule on the issues before the Board and that the decision is based on sound legal reasoning and Board precedent. For these reasons, legal staff recommend that the decision of the hearing examiner be affirmed.

8. **Public Comment** – 2 min. per speaker for Action Items*

9. **ACTION ITEMS**

a. From Board Members, Committees, and Executive Director

- (1) Recommendation to adopt proposed amendments to Regulation 801 [Proper Filing of Rent Registration Statement] – *First reading* (IRA/AGA/Registration Committee) – 5 min.*
- (2) Recommendation to adopt proposed amendments to Regulation 1311 [Alleging Compliance in Complaint] – *First reading* (IRA/AGA/Registration Committee) – 5 min.*
- (3) Discussion and recommendation to set the Regular Board Meeting Schedule for 2022 (Executive Director) – 15 min.*

- (4) Recommendation to adopt Resolution 21-33 acknowledging State Attorney General Rob Bonta for his efforts to enforce tenant protections (Chair Simon-Weisberg & Vice-Chair Alpert) – 5 min.* **TO BE DELIVERED**

10. INFORMATION, ANNOUNCEMENTS AND NEWS ARTICLES

Please Note: The Board may move Information Items to the Action Calendar.

a. Reports from Board Members/Staff

- (1) Update on Commissioner access to their Rent Board email accounts – *Verbal* (Executive Director) – 5 min.*
- (2) Update on the City’s Website Reinvention Project timeline and the Rent Board’s portal – *Verbal* (Executive Director & Board Secretary) – 5 min.*
- (3) Owner Move-in Eviction Tracking Report updated through June 2021 (Executive Director) – 2 min.*
- (4) December 8, 2021 State of California Department of Justice press release titled, “Attorney General Bonta Announces Judgment Against Real Estate Investment Company for Unlawfully Evicting Tenants from Foreclosed Properties” (Chair Simon-Weisberg) – 3 min.*
<https://oag.ca.gov/news/press-releases/attorney-general-bonta-announces-judgment-against-real-estate-investment-company>
- (5) Confirmation of the date to submit agenda topics/items for the January 2022 Rent Board meeting (Board Secretary) – 1 min.*

11. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS

- a. Budget and Personnel Committee (Commissioner Selawsky, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA
- b. Eviction/Section 8/Foreclosure Committee (Commissioner Mendonca, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA
 - (1) December 9th agenda
- c. IRA/AGA/Registration Committee (Commissioner Kelley, Chair) – 5 min.*
Next regularly-scheduled meeting: Wednesday, January 12, 2022 at 5:00 p.m.
 - (1) December 8th agenda
- d. Outreach Committee (Commissioner Laverde, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA
 - (1) December 15th agenda

- e. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Chair TBA) – 3 min.* Regularly-scheduled meeting date: TBA
- f. 4 x 4 Joint Committee on Housing: City Council/Rent Board – 5 min.*
Committee Co-Chairs: Mayor Arreguín and Chair Simon-Weisberg
Next regularly-scheduled meeting: Tuesday, January 11, 2022 at 3:00 p.m.
- g. Ad Hoc Committee on RSB Technology Issues (Chair TBA) – 1 min.*
Next meeting date: TBA
- h. Updates and Announcements – 3 min.*
- i. Discussion of items for possible placement on future agenda – 3 min.*

12. ADJOURNMENT

COMMUNICATIONS DISCLAIMER:

Communications to Berkeley boards, commissions or committees 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 a City board, commission or committee, 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 secretary of the relevant board, commission or committee. 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 secretary to the relevant board, commission or committee for further information.



Rent Stabilization Board

RENT STABILIZATION BOARD
Regular Meeting
Thursday, November 18, 2021
7:00 p.m.

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

Pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., this meeting of the City of Berkeley Rent Stabilization Board (Rent Board) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/84792370759?pwd=bnF6Vm5iZ2RIUllLNWhLTENQcVdsUT09>. 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 1-669-900-6833 and enter Meeting ID: 847 9237 0759 and Passcode: 326193. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.

To submit an e-mail comment, email amueller@cityofberkeley.info with the Subject Line in this format: "RENT BOARD MEETING PUBLIC COMMENT ITEM." Please observe a 150-word limit. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 5:00 p.m. on the day of the meeting in order to be included.**

Please be mindful that this meeting will be recorded, and all other rules of procedure and decorum will apply for Rent Board meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953, 54956, and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at (510) 981-7368. The Rent Board may take action related to any subject listed on the Agenda.

RENT STABILIZATION BOARD
Regular Meeting
Thursday, November 18, 2021
7:00 p.m.

Regular Meeting Minutes - *Unapproved*

1. **Roll call** – Chair Simon-Weisberg called the meeting to order at 7:01 p.m.
Aimee Mueller called roll.
Commissioners present: Alpert, Chang (joined at 7:10 p.m.), Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg
Commissioners absent: None
Staff present: Brown, Buckley, Bursell, Gostlin, Mueller, Pretto, Siegel, Williams, D., Wu
2. **Approval of Agenda** – M/S/C (Alpert/Laverde) APPROVE THE AGENDA WITH THE FOLLOWING CHANGES: THE MEETING WILL BE HELD IN HONOR OF MOMS 4 HOUSING, AND THE MEETING WILL BE ADJOURNED IN HONOR OF KAISER PERMANENTE EMPLOYEES ON STRIKE, AND NATIVE AMERICAN HERITAGE MONTH. Roll call vote. YES: Alpert, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Chang. Carried: 8-0-0-1.
3. **Introduction of DéSeana Williams, Executive Director** – The Rent Board’s recently hired Executive Director, DéSeana Williams, formally introduced herself to the Board and expressed her appreciation for the work of staff and the Board.
4. **Public Comment** – Items on the agenda: There were two speakers. “Ms. Brown” spoke about her petition for an administrative determination and requested a response from staff. Carole Marasovic spoke regarding the Berkeley Housing Element workshop.
5. **Public Comment** – *Non*-agendized items: There were no speakers.
6. **SPECIAL PRESENTATION** by the **Anti-Eviction Mapping Project about the Berkeley Up-zoning Report** (multiple presenters) – Alexandra Lacey, Ciera Dudley, Alex Ferrer, and Amy Lee presented to and took questions from the Board.
7. **SPECIAL PRESENTATION: “Housing Element Update”** by Grace Wu, AICP, Senior Planner, City of Berkeley Land Use Planning Division – Ms. Wu presented to and took questions from the Board.

M/S/C (Mendonca/Chang) MOTION TO APPOINT COMMISSIONER LAVERDE TO ATTEND PUBLIC MEETINGS ABOUT THE DEVELOPMENT OF THE HOUSING ELEMENT AND REPORT BACK TO THE BOARD. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

8. **APPEAL** – Case No. RWN-1649 (1905 Essex St.)

Parties present:
Charles Alfonzo on behalf of appellant.

M/S/C (Johnson/Kelley) MOTION TO CONTINUE THE APPEAL TO THE DECEMBER 16, 2021 REGULAR MEETING. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

9. CONSENT ITEMS

- a. September 23rd regular meeting minutes
- b. October 21st regular meeting minutes

M/S/C (Alpert/Kelley) APPROVE ALL CONSENT ITEMS AS WRITTEN. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

10. ACTION ITEMS

- a. From Board Members, Committees, and Executive Director
 - (1) Discussion and possible action regarding adjusting policy that mandates that Board emails also be delivered to certain staff (Chair Simon-Weisberg & Executive Director) –The Board agreed by consensus to continue this item to the December 16, 2021 Regular Meeting.
 - (2) Discussion and possible action regarding current and future Demolition Projects and Permits (Lief Bursell, Senior Planner) – Mr. Bursell presented to and took questions from the Board. The Board had an extensive discussion, but did not take any action.

11. INFORMATION, ANNOUNCEMENTS AND NEWS ARTICLES

**ALL ITEMS BELOW WERE BRIEFLY MENTIONED OR DISCUSSED.
UNDERLINED ITEMS HAVE ADDITIONAL COMMENTS.**

- a. Reports from Board Members/Staff
 - (1) Report regarding amnesty period forgiving registration penalties and administrative waivers for fully-controlled and Measure MM rental units (Registration Unit Supervisor Allison Pretto & Executive Director) – Ms. Pretto presented an update on the registration of fully-controlled and Measure MM units, as well as administrative waivers and COVID-19 amnesty waivers.

At this point, the Board agreed to carry over all remaining items to the next meeting.

- (2) Market Medians report updated through June of 2021 (Executive Director)
- (3) Rent Board's [2022 Annual General Adjustment \(AGA\) & Security Deposit Interest Information postcard](#) (Executive Director)

- (4) Update on recent Rent Board outreach events (Executive Director)
 - a. Wednesday, November 10th at 10:00 a.m. – **Security Deposits: Rights & Responsibilities** webinar
 - b. Monday, November 15th at 5:30 p.m. – **Eviction Moratorium** webinar
- (5) September 27, 2021 *The Daily Californian* article by Matt Brown titled, “Last tenants of 1921 Walnut St. agree to vacate” (Executive Director)
<https://www.dailycal.org/2021/09/27/last-tenants-of-1921-walnut-st-agree-to-vacate-affordable-units/>
- (6) Date to submit agenda topics/items for the December 16th Rent Board meeting:
Monday, December 6th

12. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS

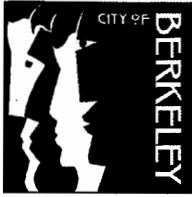
Items 12(a)-12(i) were carried over to the next meeting by prior agreement of the Board.

- a. Budget and Personnel Committee (Commissioner Selawsky, Chair)
Next regularly-scheduled meeting: TBA
- b. Eviction/Section 8/Foreclosure Committee (Commissioner Mendonca, Chair)
Next regularly-scheduled meeting: Thursday, December 9th at 5:30 p.m.
- c. IRA/AGA/Registration Committee (Commissioner Kelley, Chair)
Next regularly-scheduled meeting: Wednesday, December 8th - Time TBA
- d. Outreach Committee (Commissioner Laverde, Chair)
Next regularly-scheduled meeting: Wednesday, November 17th at 5:00 p.m.
 - (1) November 17th agenda
- e. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Chair TBA)
Regularly-scheduled meeting date: TBA
- f. 4 x 4 Joint Committee on Housing: City Council/Rent Board
Committee Co-Chairs: Mayor Arreguín and Chair Simon-Weisberg
Next regularly-scheduled meeting: Wednesday, December 8th at 3:00 p.m.
 - (1) October 27th agenda packet
- g. Ad Hoc Committee on RSB Technology Issues (Chair TBA)
Next meeting date: TBA
- h. Updates and Announcements

- i. Discussion of items for possible placement on future agenda: Item 10.a.(1) regarding the Board email policy to be put on the December 16, 2021 agenda (Chair Simon-Weisberg)

13. ADJOURNMENT—M/S/C (Alpert/Selawsky) MOTION TO ADJOURN. Roll call vote.
YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

The meeting adjourned at 11:32 p.m.



Rent Stabilization Board
Office of the Executive Director

DATE: December 16, 2021
 TO: Honorable Members of the Rent Stabilization Board
 FROM: Seana Williams, Executive Director *SW*
 By: Matt Brown, General Counsel
 SUBJECT: Recommendation to adopt Resolution 21-31 authorizing the Executive Director to modify the existing contract with Kinnectics, LLC to add \$20,000 for the current fiscal year.

Recommendation

That the Board adopt Resolution 21-31 authorizing the Executive Director to execute a contract modification with Kinnectics, LLC in an additional amount not to exceed \$20,000 (bringing the contract total to \$45,000).

Background and Need for Rent Stabilization Board Action

On September 17, 2020, the Rent Stabilization Board authorized the Acting Executive Director to execute a contract with the Centre for Organization Effectiveness (the Centre) to facilitate strategic support for the upcoming executive leadership transition for a total amount not to exceed \$16,000. Keren Stashower, former consultant for the Centre, completed an executive transition assessment and presented her findings to staff on March 17, 2021 and to the Board at its regular, March 21, 2021 meeting for both comment and input.

Ms. Stashower needed more time to complete and present the assessment, so the Board added \$5,000 in payment to account for these extra hours. The Board thereafter contracted directly with Ms. Stashower's business, Kinnectics, LLC to provide additional support to the agency.

The executive transition assessment presented to the Board identified six areas of focus for the hiring of a new, permanent Executive Director. The following three areas were identified as existing agency strengths: 1) Board development and support; 2) Protection and implementation of the Rent Stabilization Ordinance; and 3) Rent Stabilization Board advocacy. The final three areas were identified for potential agency growth/improvement: 1) Internal structure and processes; 2) Strategy and direction; and 3) People engagement and development. While these areas were identified for purposes of informing the recruitment of a new Executive Director, staff have worked regularly with Ms. Stashower since the initial assessment to ensure that several plans were in motion (including considerable work on finalizing a Strategic Operations

Plan) to present to the new Executive Director in preparation for operationalizing within the agency and all staff.

Staff have consulted with Ms. Stashower¹ on how to best move forward given these findings. I have met with a number of senior staff who inform me that they continue to be pleased with the high quality of Ms. Stashower's work and recommend engaging her further to assist the agency. I have now met with Ms. Stashower twice and believe that she will be very helpful to me and the staff moving many of the change initiatives forward.

I encourage the Board to authorize me to enter into a contract modification directly with Ms. Stashower's business, Kinnectics, LLC, so she can continue to support the agency as it looks to build on its current strengths and work on the areas for growth identified in the executive transition assessment.

The agency will benefit greatly from an additional 80 hours of Ms. Stashower's time with the Rent Board to complete these next steps. At an hourly rate of \$250, this will cost the agency an additional \$20,000 (total contract amount not to exceed \$45,000). As a reminder, when you approved the initial contract last year as part of the budget process, the Acting Executive Director noted that staff may come back to the Board to request additional funding should there exist a need to further consult with Ms. Stashower regarding this critical work.

Financial Impact

The Board has sufficient funds in its FY 2021/22 uncommitted reserve to allocate an additional \$20,000 for a contract modification with Kinnectics, LLC.

Name and Telephone Number of Contact Person

Seana Williams, Executive Director (510) 981-7368

Attachments:

1. Current Personal Services Contract with Kinnectics, LLC
2. Proposed Resolution 21-31

¹ Staff and the Board have only communicated with Ms. Stashower throughout the work on this project. Since the initial ratification of the contract with the Centre for Organization Effectiveness, Ms. Stashower has left the Centre and is now working independently. She has agreed to provide the Board and staff with additional work on this and similar projects pending the Board's authorization. Her new company is called Kinnectics, LLC.

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY RENT STABILIZATION BOARD ("Board"), an agency in a Charter City organized and existing under the laws of the State of California, and Kinnectics, LLC ("Contractor"), a corporation doing business at 10293 Rue Cannes, San Diego, CA 92131, who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **PAYMENT**

For services referred to in Section 1, Board will pay Contractor a total amount not to exceed \$25,000. Board shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on June 15, 2021 and end on June 30, 2022. The Executive Director of the Board may extend the term of this Contract by giving written notice.

b. Either party may terminate this Contract for default upon five (5) days' written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. Board may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall Board be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to Board shall be addressed as follows:

Executive Director
Rent Stabilization Board
2125 Milvia Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Attn: Keren Stashower
Kinnectics, LLC
0293 Rue Cannes
San Diego CA 92126

d. If Board terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

4. **INDEMNIFICATION**

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless Board, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. **INSURANCE**

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 \$1,000,000 (one 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 Board, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the Board.

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 Board's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the Board'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 Board. 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 Board's Contract Administrator; 2) provide for a waiver of any right of subrogation against Board 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:

Attn: Lief Bursell

Department Name: Berkeley Rent Stabilization Board

Department Address: 2125 Milvia Street, Berkeley CA 94704

6. **CONFORMITY WITH LAW AND SAFETY**

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless Board, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the Board's Executive Director by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to Board, in such form as the Board 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 Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Board's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. **SAFETY DATA SHEETS**

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Safety Data Sheets (SDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The SDS for all products must be submitted to the City before commencing work. The SDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. **OWNERSHIP OF DOCUMENTS**

a. When this Contract is terminated, Contractor agrees to return to Board all documents, drawings, photographs and other written or graphic material, however produced, that it received from Board, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants Board a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings

and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the Board.

c. With the prior written approval of Board's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

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

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between Board and Contractor.

b. Direction from Board regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

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

b. In accordance with 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 the Contractor, or immediate family member of any of the

preceding, shall make or participate in a decision made by the City or a City board, commission or committee, 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 Contractor.

c. Interpretation of this section 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.

12. **NUCLEAR FREE BERKELEY**

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

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract 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 its contract with the City), 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 Contract, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **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.

15. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

16. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage 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 Contractor's failure to pay any 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 damage 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 or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. **BERKELEY EQUAL BENEFITS ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor 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.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor 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 Contractor'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 Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

19. **SETOFF AGAINST DEBTS**

Contractor agrees that Board may deduct from any payments due to Contractor under this Contract any monies that contractor owes Board under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

20. **CONFIDENTIALITY OF INFORMATION**

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Board and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Board. Contractor agrees that all information disclosed by Board to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

21. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless Board concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

22. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

23. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by Board and Contractor.

24. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between Board and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

25. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

26. **WAIVER**

Failure of Board to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

27. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the Board, except that Contractor may assign its right to any money due or to become due hereunder.

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

30. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

31. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor 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. Contractor shall pay all state and federal income taxes and any other taxes due.

Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.

Business License Number BL-015143
Taxpayer ID Number 27-2211442

IN WITNESS WHEREOF, Board and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY RENT STABILIZATION BOARD

By: _____
Matt Brown, Acting Executive Director

Approved as to form
By Board's Legal Unit

Registered on behalf
of the City Auditor by: _____
Finance Department

Lynn Wu, Staff Attorney

Attest by: _____
City Clerk

CONTRACTOR

Printed Name: _____

By: _____

Title: _____

Tax Identification # _____

Berkeley Business License # _____

Incorporated: Yes Y No Y

Certified Woman Business Enterprise: Yes Y No Y

Certified Minority Business Enterprise: Yes Y No Y

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes Y No Y

EXHIBIT A

SCOPE OF SERVICES

Kinnectics, LLC (“Contractor”) shall provide consulting services to facilitate strategic support in relation to an executive transition process at the Berkeley Rent Stabilization Board (Board) and provide support and guidance for an agency wide strategic planning effort, the identification and prioritization of organizational trainings, and the creation of processes to improve portfolio and project management.

In order to support this process, Contractor will guide the Board through an organizational assessment and culture planning process that will inform the executive search and formal transition that will include the following outcomes:

1. Support and advise Interim Executive Director and Senior Staff on leadership efforts and approaches to organizational change
2. Guide the agency through design and implementation of culture change efforts
3. Support the Board President and Commissioners through change governance and the hiring process as needed

The Consultant will provide regular updates on progress and activities. Planning for each phase will occur collaboratively with client input and direction.

CONSULTANT

KEREN STASHOWER, M.S.W., BCC, Ph.D.

Keren specializes in strategic organizational assessment and design of large-scale planning and change efforts. She works with clients at all organizational levels to support effective organizational growth. She has provided executive coaching, designed and conducted leadership and management competency and development programs and other strategic change efforts. Keren's current business specializations include development of customer service cultures and practices, transformational learning, collaboration across business units, leadership development and systems thinking. She manages The Centre for Organization Effectiveness's Certified Public Manager (CPM) program, a national certification program for leaders in the public sector.

Keren has held several executive level positions. She served as Vice President/Director for Sharp Rees Stealy Medical Group, and provided quality and organization development services throughout the large multi-site, multi-specialty group. She designed and implemented a large-scale change effort aimed at improving service delivery, with measurable results. As a member of the executive leadership team, she was responsible for design of organizational systems and structures that supported collection, dissemination and use of quality data to improve overall performance. She managed a diverse staff of 33 healthcare professionals. She also served as Director of Organization Effectiveness for Sharp HealthCare. She provided services to 5 hospitals and 3 medical groups, including design of a customer service enhancement program, physician/executive leadership development program, a supervisory training program and redesign of several key departments.

EXHIBIT B

PAYMENT

This project shall be billed and paid for on the payment schedule below. Any charges in addition to those outlined in this scope that result from Client requests will be billed on the first subsequent installment. Support requested by the Board that extends beyond the scope of this proposal will be billed at an hourly rate of \$320. Additional materials and expenses, if any, will be billed at cost.

| Payment Schedule | | |
|------------------|-------------------------|----------|
| Installment | Date | Amount |
| 1 of 3 | June 15, 2021 | \$15,000 |
| 2 of 3 | September 1, 2021 | \$5,000 |
| 3 of 3 | Upon completion of work | \$5,000 |

The amount paid to Contractor for services provided shall not exceed \$25,000.

RESOLUTION 21-31

AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT MODIFICATION WITH KINNECTICS, LLC THROUGH JUNE 30, 2022, IN AN AMOUNT NOT TO EXCEED \$20,000

BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, the previous permanent executive director, who had held that position since 2002, retired from the Berkeley Rent Board in April 2020; and

WHEREAS, the Board and staff alike expressed an interest in reviewing the Board's workplace culture to determine what type of leader the Board ultimately hired; and

WHEREAS, the Board involved staff in this process, so that there would be a shared understanding between staff and the elected Commissioners regarding what is expected from the new executive director; and

WHEREAS, Keren Stashower ("Contractor") has provided training and support services for a number of City and Board staff for many years; and

WHEREAS, Board staff have been very impressed with Contractor's ability to increase organizational capacity in a wide variety of leadership and management areas; and

WHEREAS, the Board engaged in a process with Contractor in an effort to assess the key components of the executive transition to ensure that the new executive director possessed the competencies and attributes necessary to lead the agency into the future; and

WHEREAS, the Board, on September 17, 2020, authorized the Acting Executive Director to enter into a contract with the Contractor to complete an executive transition assessment for a total amount not to exceed \$16,000; and

WHEREAS, the Board entered into a contract with the Centre for Organization Effectiveness on October 15, 2020; and

RESOLUTION 21-31

AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT MODIFICATION WITH KINNECTICS, LLC THROUGH JUNE 30, 2022, IN AN AMOUNT NOT TO EXCEED \$20,000 (Page 2)

WHEREAS, Contractor, formerly a consultant with the Centre for Organization Effectiveness, completed an executive transition assessment and presented findings to staff on March 17, 2021 and to the Board at its March 21, 2021 meeting for both comment and input; and

WHEREAS, the Board authorized additional funding of \$5,000 to complete work related to the organizational assessment; and

WHEREAS, the Rent Stabilization Board was pleased with Contractor's work and hired her directly through her business Kinnectics, LLC to complete work related to the organizational assessment; and

WHEREAS, the Rent Stabilization Board further contracted with Kinnectics, LLC for an additional \$20,000 to assist the agency with the additional organizational improvement efforts, strategic planning, and addressing growth opportunities identified in the executive transition assessment through Fiscal Year (FY) 2021/22; and

WHEREAS, the Executive Director has recommended that the Board engage Kinnectics LLC to perform additional work required to support the ongoing change initiatives and estimates that this additional work will cost a total of \$20,000 (80 hours at \$250/hr).

NOW, THEREFORE, BE IT RESOLVED that the City of Berkeley Rent Stabilization Board hereby authorizes the executive director to execute a contract modification with Kinnectics, LLC through June 30, 2022, in an amount not to exceed \$20,000 (total contract amount not to exceed \$45,000).

RESOLUTION 21-31

**AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
MODIFICATION WITH KINNECTICS, LLC THROUGH JUNE 30, 2022, IN AN
AMOUNT NOT TO EXCEED \$20,000 (Page 3)**

Dated: December 16, 2021

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

NO:

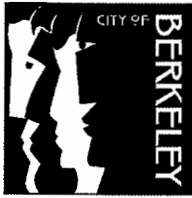
ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____

Seana Williams, Executive Director



Rent Stabilization Board
Legal Unit

DATE: December 16, 2021
 TO: Honorable Members of the Rent Stabilization Board
 FROM: Matt Brown, General Counsel *(MB)*
 SUBJECT: Recommendation to adopt Resolution 21-32 authorizing the Executive Director to modify the existing contract with It's Personnel Consulting, LLC to add \$10,980 for the current fiscal year.

Recommendation

That the Board adopt Resolution 21-32 authorizing the Executive Director to execute a contract modification with It's Personnel Consulting in an additional amount not to exceed \$10,980 (bringing the contract total to \$40,980).

Background and Need for Rent Stabilization Board Action

In July of 2021 the Rent Stabilization Board authorized the Acting Executive Director to execute a contract with the Rebecca Burnside of It's Personnel Consulting (Contractor) to provide recruitment services for the placement of a new Executive Director for a total amount not to exceed \$30,000. The Board Chair worked with the Office of Human Resources and former HR Director LaTanya Bellow to secure the services of Contractor.

Contractor faithfully executed the terms of the contract and the Board hired DeSeana Williams as the new Executive Director following a national search for qualified candidates. After Contractor indicated that she had exceeded the amount initially bid for her services, I contacted LaTanya Bellow (now a Deputy City Manager) to inquire as to how common it was for these types of contracts to go over budget. She explained that they often go over budget particularly for searches that require national outreach. She also mentioned that the City has two current executive recruitments and both contracts are at or exceed \$40,000.

Contractor subsequently sent a letter detailing the reasons she exceeded her initial estimate; namely: 1. Several meetings with employees and managers to engage them in the process; 2. Meetings with the Personnel Committee and full Board; 3. More intense statewide and national outreach; 4. More focus on shepherding final interview process, involvement with negotiations, conducting reference checks, and other on-boarding issues; and 5. Drafting oral board and final interview assessments and scorecards. In short, Contractor notes that the recruitment was more similar to "City Manager or Police Chief recruitments, which normally incur higher fees in the

\$40,000 - \$50,000 range.” (See 12/9/21 letter from Contractor)

Contractor exceeded the initial amount in the contract by approximately \$10,980. I have reviewed all the invoices and trust that Contractor fairly billed for the work performed. Therefore, I recommend that the Board modify the contract to allow for an extra \$10,980 to be added to it (total contract amount not to exceed \$40,980).

Financial Impact

The Board has sufficient funds in its FY 2021/22 uncommitted reserve to allocate an additional \$10,980 for a contract modification with It's Personnel Consulting.

Name and Telephone Number of Contact Person

Matt Brown, General Counsel (510) 981-7368

Attachments:

1. Current Personal Services Contract with It's Personnel
2. Letter from Rebecca Burnside providing justification for increased amount billed
3. Proposed Resolution 21-32

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY RENT BOARD (“BOARD”), an agency Charter City organized and existing under the laws of the State of California, and DBA It’s Personnel (“Contractor”), an independent contractor doing business at 1545 Broadway, #305, San Francisco, CA 94109, who agree as follows:

1. SCOPE OF SERVICES

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. PAYMENT

For services referred to in Section 1, Board will pay Contractor a total amount not to exceed \$30,000. Board shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. TERM

a. This Contract shall begin on July 26, 2021 and end on June 30, 2022. The Executive Director of the Board may extend the term of this Contract by giving written notice.

b. Either party may terminate this Contract for default upon five (5) days’ written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. Board may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall Board be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to Board shall be addressed as follows:

Executive Director
City of Berkeley
2001 Center Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Rebecca Burnside
IT’s Personnel
1545 Broadway, #305
San Francisco, California 94109

d. If Board terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

4. INDEMNIFICATION

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless Board, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. INSURANCE

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 \$1,000,000 (one 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 Board, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the Board.

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 Board's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the Board'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 Board. 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 Board's Contract Administrator; 2) provide for a waiver of any right of subrogation against Board 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: Lief Bursell

Department Address: Berkeley Rent Stabilization Board

Department Address: 2125 Milvia Street, Berkeley CA 94704

6. **CONFORMITY WITH LAW AND SAFETY**

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless Board, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the Board's Executive Director by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to Board, in such form as the Board 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 Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Board's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. **SAFETY DATA SHEETS**

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Safety Data Sheets (SDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The SDS for all products must be submitted to the City before commencing work. The SDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. **OWNERSHIP OF DOCUMENTS**

a. When this Contract is terminated, Contractor agrees to return to Board all documents, drawings, photographs and other written or graphic material, however produced, that it received from Board, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants Board a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings

and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the Board.

c. With the prior written approval of Board's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

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

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between Board and Contractor.

b. Direction from Board regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

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

b. In accordance with 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 the Contractor, or immediate family member of any of the

preceding, shall make or participate in a decision made by the City or a City board, commission or committee, 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 Contractor.

c. Interpretation of this section 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.

12. **NUCLEAR FREE BERKELEY**

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

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract 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 its contract with the City), 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 Contract, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **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.

15. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

16. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage 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 Contractor's failure to pay any 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 damage 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 or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. BERKELEY EQUAL BENEFITS ORDINANCE

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor 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.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor 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 Contractor'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 Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

19. **SETOFF AGAINST DEBTS**

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

20. **CONFIDENTIALITY OF INFORMATION**

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Board and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Board. Contractor agrees that all information disclosed by Board to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

21. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless Board concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

22. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

23. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by Board and Contractor.

24. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between Board and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

25. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

26. **WAIVER**

Failure of Board to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

27. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

30. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

31. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor 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. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number BL-013708

B.M.C. § N/A

Taxpayer ID Number 46-2988366

IN WITNESS WHEREOF, Board and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: _____
Matt Brown, Acting Executive Director

Approved as to form
By Board's Legal Unit

Registered on behalf
of the City Auditor by: _____
Finance Department

Lynn Wu, Staff Attorney

Attest by: _____
City Clerk

CONTRACTOR

Printed Name: _____

By: _____

Title: _____

Tax Identification # _____

Berkeley Business License # _____

Incorporated: Yes No

Certified Woman Business Enterprise: Yes No

Certified Minority Business Enterprise: Yes No

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes No

EXHIBIT A

SCOPE OF SERVICES

To provide recruitment services for the placement of a new Executive Director. The recruitment will commence within two weeks of the execution of the contract. The tentative timeline for recruitment will be as follows:

To provide recruitment services for the placement of a new Executive Director. The recruitment will commence within two weeks of the execution of the contract. The tentative timeline for recruitment will be as follows:

| Activity | Conducted By | Date |
|-------------------------------|---------------------|-----------------------------------|
| Initial Phone Call | It's Personnel | July 26, 2021 |
| Candidate Profile | It's Personnel | July 26, 2021 |
| Client Review | Board | July 30, 2021 |
| Brochures to Print | It's Personnel | August 4, 2021 |
| Ad Placement and Outreach | It's Personnel | August 4, 2021-August 27, 2021 |
| Recruitment Close | It's Personnel | Continuous/first review August 28 |
| Review Resumes | It's Personnel | August 28-August 31, 2021 |
| Phone Interviews | It's Personnel | August 30-Sept. 3, 2021 |
| Recommended Finalist meetings | It's Personnel | September 8, 2021 |
| Panel Interviews | It's Personnel | September 15, 2021 |
| Board Finalist Interviews | Board | September 23, 2021 |
| Job Offer | TBD | September 24, 2021 |
| Reference Check | It's Personnel | September 30 – October 1, 2021 |
| Candidate Appointment | City | October 2021 |

EXHIBIT B

PAYMENT

For services referred to in this Contract, the Board will pay Contractor a total amount not to exceed \$30,000.

Contractor will submit invoices monthly or bi-monthly depending upon the amount of work that was done during that period of time.

Invoices: Invoices must be fully itemized and provide sufficient information for approving payment and audit. Any reimbursement for expenses for conducting the recruitment, such as photocopying, printing, mileage, supplies for oral board, food for oral board, etc., will be accompanied by receipt for these services and will be itemized on the invoice.

Invoices shall reference contract number and project title and shall be sent to (via mail or electronically)

City of Berkeley
Rent Stabilization Board
Attn: Aimee Mueller
2001 Center Street
Berkeley, CA 94704

amueller@cityofberkeley.info

Contractor will to charge for these services will be invoiced on an hourly basis as follows:

| | |
|------------------|------------|
| Rebecca Burnside | \$275/hour |
| Barbara Hanna | \$125/hour |
| HR Analyst | \$125/hour |

The Board will cover all expenses for conducting the recruitment, such as photocopying, printing, mileage, supplies for oral board, food for oral board, etc.

December 9, 2021

Matt Brown
General Counsel
Rent Stabilization Board
2001 Center Street
Berkeley, CA 94704

IT'S PERSONNEL
Strategic Human Resources Services
www.itspersonnel.com

Dear Matt:

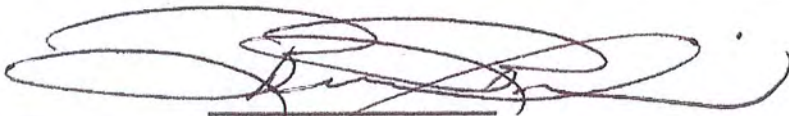
You asked me to provide further detail as to why the professional services agreement exceeded our initial estimate of \$30,000. Now that the matter has concluded, the total expenditures for the contract totalled \$40,978.75.

This overage was the result of some factors that were not expected at the time of the contract. These factors are not typical for a recruitment for this type of position, but I think the more engaged process translated into a better process for the organization. For example, the recruitment required several meetings with the employees and managers to glean their interests and engage them in the process. Second, I attended several meetings with the Personnel Committee and the entire Board. Third, the position required more intense outreach, due the limited pool, and it required a statewide and even national outreach. Fourth, I conducted work on phases that are often outside of the more process, such as shepherding the final interview process, involvement in negotiations, conducting reference checks, and engaging in other on-boarding processes. Fifth, I also drafted the oral board and the final interview assessments and scorecards. The recruitment's dimensions were more typical in what I see in City Manager or Police Chief recruitments, which normally incur higher fees in the \$40,000-\$50,000 range. Some recruitments of that size and nature can be higher than that.

I truly believe these extra efforts translated into a process that gleaned the best candidate pool we could. I also think the employee engagement will pay dividends in helping the new Executive Director be successful in her role.

I thoroughly enjoyed working with you, the employees, and the Board in this process. I am so thrilled with the results of the recruitment. I am obviously happy to answer any questions that you have and provide any further insights you feel necessary.

Very truly yours,



Rebecca Burnside
IT'S PERSONNEL CONSULTING

RESOLUTION 21-32

**AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
MODIFICATION WITH IT'S PERSONNEL CONSULTING THROUGH JUNE 30, 2022,
IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,980**

BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, in July of 2021, the Board hired Rebecca Burnside of It's Personnel Consulting ("Contractor") to provide recruitment services for the placement of a new Executive Director for an amount not to exceed \$30,000; and

WHEREAS, Contractor faithfully executed her duties pursuant to the contract and the Board subsequently hired DeSeana Williams as the new Executive Director; and

WHEREAS, Contractor subsequently provided invoices that exceeded the original contract of \$30,000; and

WHEREAS, Contractor provided a letter to Board's General Counsel indicating the reasons she exceeded the original amount; namely: 1. Several meetings with employees and managers to engage them in the process; 2. Meetings with the Personnel Committee and full Board; 3. More intense statewide and national outreach; 4. More focus on shepherding final interview process, involvement with negotiations, conducting reference checks, and other on-boarding issues; and 5. Drafting oral board and final interview assessments and scorecards; and

WHEREAS, Contractor relayed that this search more closely approximated one for a City Manager or Police Chief which normally incur fees in the \$40,000 - \$50,000 range; and

WHEREAS, the Board's General Counsel conferred with the former HR Director who assisted with bringing Contractor in for services, and she confirmed that these searches frequently go over the amount initially budgeted; and

WHEREAS, the Board's General Counsel has reviewed all invoices and trusts that Contractor fairly billed for the work performed.

RESOLUTION 21-32

**AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
MODIFICATION WITH IT'S PERSONNEL CONSULTING THROUGH JUNE 30, 2022,
IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,980 (Page 2)**

NOW, THEREFORE, BE IT RESOLVED that the City of Berkeley Rent Stabilization Board hereby authorizes the executive director to execute a contract modification with It's Personnel Consulting through June 30, 2022, in an amount not to exceed \$10,980 (total contract amount not to exceed \$40,980).

Dated: December 16, 2021

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

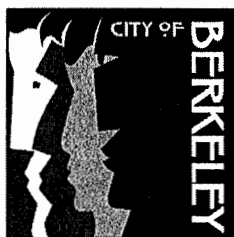
NO:

ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____
Matt Brown, General Counsel



Rent Stabilization Board

RENT STABILIZATION BOARD

DATE: December 16, 2021

TO: Honorable Members of the Rent Stabilization Board

FROM: DeSeana Williams, Executive Director *DSW*

BY: Basil Lecky, Community Service Specialist II

SUBJECT: Request for waiver of late registration penalties

Recommendation:

That the Board approve the attached recommendations.

Background and Need For Rent Stabilization Board Action:

The Board's penalty waiver process is governed by Regulations 883, 884 and 885. Regulation 883 lists the grounds for administrative waivers. In accordance with Regulation 884, the Executive Director reviews waiver requests that do not meet the criteria for an administrative waiver. Regulation 884 lists 12 categories, which will require a review of the totality of the circumstances by the full Board prior to granting any waiver request. Waivers that require a review of the totality of the circumstances are listed below as "Discretionary Waiver." If none of the 12 listed categories apply to the property, the waiver shall be granted/denied in a ministerial manner, based upon the formula outlined in Regulation 884(C). The Board may only alter these ministerial waivers if staff has incorrectly applied the criteria listed in Regulation 884 (B)(1-12).

Discretionary Waivers

For the waiver requests listed below, staff recommendations are attached and presented to the full Board for its approval. With respect to these cases, the determination of good cause to waive some or all of the penalties depends on the totality of the circumstances.

| Waiver | Property Address | Owner | Penalty Assessed | Penalty Waived | Penalty Imposed |
|--------------|-----------------------|---------------------------|------------------|----------------|-----------------|
| 5012 | 1260 Burnett Street | Ronald E Ragon & Jo Trust | \$2,168 | \$2,168 | \$0 |
| 5014 | 2640 Dwight Way | Senteh & Sushsia Wu | \$4,250 | \$4,250 | \$0 |
| 5015 | 1401 Prince Street | Marcia May | \$3,000 | \$2,250 | \$750 |
| 5017 | 1913 Francisco Street | Richard Zevallos | \$231 | \$231 | \$0 |
| TOTAL | | | \$9,649 | \$8,899 | \$750 |

Financial Impact: Discretionary Waivers

Approval of Executive Director's recommendations will decrease the Board's current accounts receivable by **\$8,899**.

Name and Telephone Number of Contact Person:

DeSeana Williams, Executive Director
Rent Stabilization Board
2125 Milvia Street, Berkeley, CA 94704
(510) 981-7368

**City of Berkeley
Rent Stabilization Board
Recommendation on Requested Waiver of Registration Penalties**

| | | |
|---|--|--------------------------------------|
| Waiver No: 5012 | Property address: 1260 BURNETT | Transferred: 03/11/2021 |
| # of Units: 2 | Exempt units (as of December 2021): 0 | |
| Owner(s): RONALD & JO RAGON TRUST | | Waiver filed by: RONALD RAGON |
| Other Berkeley rental property owned: None | | |

Late payment/penalty history: The property comprises of two units, which was previously exempt from the Rent Ordinance because of its Golden Duplex status. The units became fully covered by the Rent Ordinance once the current owner relocated to Colorado in May 2017. The property was registered for the first time in October 2021, with both units currently being rented. This prompted annual registration fees and penalties for the current year as well as the prior years the units were available for rent. Instead of billing the owner since 2017, a statute of limitation was applied. This means the owner was only billed for the last three years of annual registration fees and the penalties.

Penalties Currently Under Consideration

Reason for Penalties: Late Payment of 2018/2019, 2019/2020, and 2020/2021 Annual Registration Fees

| Registration Date or Year | Unit(s) registered late at this time | Registration fees paid | Date fees paid | Penalties charged | Penalties forgiven | Penalties Due |
|---------------------------|--------------------------------------|------------------------|----------------|-------------------|--------------------|------------------|
| 2021/2022 | 2 | \$500.00 | 10/13/2021 | \$500.00 | \$0.00 | \$500.00 |
| 2020/2021 | 2 | \$500.00 | 10/29/2021 | \$1000.00 | \$0.00 | \$1000.00 |
| 2019/2020 | 2 | \$334.00 | 10/29/2021 | \$668.00 | \$0.00 | \$668.00 |
| Totals | | | | \$2168.00 | \$0.00 | \$2168.00 |

Grounds under Regulation 884(B): (1) The good cause asserted in the waiver request is a death or illness in the landlord's family; (8) The penalty has accrued because registration fees have not been paid for three or more fiscal years

Good cause claimed by owner: The owner, Ronald Ragon, lived at 1262 Burnett for 28 years. It existed as a Golden Duplex so he never had to register the property. The owner relocated to Colorado due to the death of his grandson in a hiking accident. His grandson was 8 years old at the time. The owner stated, "It was a terrible thing for our family". The owner moved to Colorado to support his son and the younger brother of his deceased grandson. They eventually rented the 1262 unit. It did not occur to the owner that registration was necessary until most recently when he contacted a realtor about selling the property. The realtor informed the owner that he needed to register the property, which prompted him to start the process by sending the registration form and \$500 check to the Rent Stabilization Board. The owner did not know how to calculate any additional cost nor did he know that fees will be due for both units once he relocated. The owner enclosed a check for \$834, which was the remaining balance he owed for the registration fees.

Recommendation: Staff recommends waiving the penalty in full.

Staff Analysis: Staff sympathizes with the situation the owner describes. He has also provided proof showing that his grandson died in June 2017. Staff also understands that the owner was unaware of the annual registration because of the Golden Duplex status of his property. Now that the property is in the process of being registered, staff does not foresee problems with late payment and noncompliance. Staff recommends a full waiver of the penalty.

2125 Milvia Street, Berkeley, California 94704

TEL: (510) 981-7368 (981-RENT), TDD: (510) 981-6903, FAX: (510) 981-4910
E-MAIL: rent@cityofberkeley.info, INTERNET: www.cityofberkeley.info/rent/

W-5012

CITY OF BERKELEY
RENT STABILIZATION PROGRAM
2125 Milvia Street, Berkeley, CA 94704
PHONE: (510) 981-7368 • FAX: (510) 981-4910
WEB: <https://www.cityofberkeley.info/rent/>

RECEIVED

OCT 29 2021

Initial: W 00
Berkeley Rent Board

Request for Waiver of Late Registration Penalties
Please Read Important Information on Page 2

Property Address: 1260-1262 Burnett St, Berkeley, CA 94702

Owner: Ronald E. ^{Rogor} and Joy M. ^{Rogor} Barnett Revocable Trust

Date of acquisition, if new owner: _____

Name & relationship of person filing request, if not owner: _____

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document an extenuating circumstance that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

See Attachment 1

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 23 Oct 2021 Signature: Ronald E. Rogor

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: ronrogor@comcast.net

Mailing Address: 4809 Basalt Ridge Circle, Castle Rock, CO 80108

Phone Number: 510 847 2697 Fax Number: NA

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.

Attachment 1

City of Berkeley Rent Stabilization Program

Request for Waiver of Late Registration Penalties

Details

1262 Burnett was my home for 28 plus years and existed as a Golden Duplex so I had never registered it. We relocated to Colorado due to my son losing his son in a hiking accident. He was 8 years old at the time and had a younger brother who was 5. It was a terrible thing for our family and we moved to support my son and the younger brother, Ben.

Link to incident: <https://denver.cbslocal.com/2017/06/16/noah-ragon-hanging-lake-death/>
Over time we decided we needed to be in Colorado for a longer period and eventually moved out of 1262 and then rented it. It did not occur to me that registration was necessary until most recently when we contacted Eileen Townsend with Compass about selling the property. She informed me that we needed to register the property and I started the process by sending the registration form and a \$500 check to the Rent Stabilization Program. Since I did not know how to calculate any additional costs nor did I know that since I was no longer living there that it needed to be fees for both.

I have enclosed a check for the fees in the amount of \$834. Thanks for your kind consideration in this matter.

Sincerely,
Ronald Ragon

Ronald Ragon

23 Oct 2021

**City of Berkeley
Rent Stabilization Board
Recommendation on Requested Waiver of Registration Penalties**

| | | |
|---|--|---|
| Waiver No: 5014 | Property address: 2640 DWIGHT WAY | Transferred: 03/19/2018 |
| # of Units: 17 | Exempt units (as of December 2021): 0 | |
| Owner(s): SENTEH & SUHSIA WU | | Waiver filed by: PEGGY WU ABUSAIDI |
| Other Berkeley rental property owned: None | | |

Late payment/penalty history: The property comprises of seventeen (17) units, all of which are rented and subject to the registration requirement. The owner paid the registration fee on October 19, 2021. The owner's payment history is very solid, with the late payment of the 2021/2022 fee marking the first late payment in the last five (5) years.

Penalties Currently Under Consideration

Reason for Penalties: LATE PAYMENT OF 2021/2022, ANNUAL REGISTRATION FEE

| Registration Date or Year | Unit(s) registered late at this time | Registration fees paid | Date fees paid | Penalties charged | Penalties forgiven | Penalties Due |
|---------------------------|--------------------------------------|------------------------|----------------|-------------------|--------------------|------------------|
| 2021/2022 | 17 | \$4250.00 | 10/19/2021 | \$4250.00 | \$0.00 | \$4250.00 |
| Totals | | | | \$4250.00 | \$0.00 | \$4250.00 |

Grounds under Regulation 884(B): (6) The landlord requesting the waiver owns or manages 11 or more rental units.

Good cause claimed by owner: Due to covid-19 issues, owner was not able to return to the United States. The agent, who is owner's daughter, was sheltered in place (SIP) in another city away from San Jose where the PO Box that receives the mail is located. During the time of the owner being away and the agent being SIP, the PO Box was lost and the mail was not forwarded. The agent states that a request for mail forwarding was submitted but mail was not received. Agent is apologetic for the delay in payment and hope to have penalty waived. Agent states "we have always paid all our fees to the Rent Stabilization program on time for many years, and this will not happen again."

Recommendation: Staff recommends waiving the penalty in full.

Staff Analysis: Staff empathizes with the challenges faced in the rental industry as a result of Covid-19. The owner explains why the payment was not made on-time and states that future payments will be made in a timely manner. These facts, in combination with the owner's good payment history, compel staff to recommend a full waiver of the penalties.

CITY OF BERKELEY
RENT STABILIZATION PROGRAM
2125 Milvia Street, Berkeley, CA 94704
PHONE: (510) 981-7368 • FAX: (510) 981-4910
WEB: <https://www.cityofberkeley.info/rent/>

RECEIVED

OCT 22 2021

Initial: ms
Berkeley Rent Board

Request for Waiver of Late Registration Penalties

Waiver # 5014

Please Read Important Information on Page 2

Property Address: 2640 Dwight Way, Berkeley, CA

Owner: S. Wu

Date of acquisition, if new owner: N/A

Name & relationship of person filing request, if not owner: Peggy Wu Abusaidi, daughter

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document an extenuating circumstance that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

Due to Covid-19 issue, my parents were not able to return to the US, I am also STP in another city away from San Jose until this month. During that time, we lost the PO Box where this bill was sent, and the San Jose post office never forwarded the mail even though we had filled out the request for mail forwarding. We are sincerely sorry for the delay in paying this bill and hope you can waive the late fee as we have always paid all our fees to the rent stabilization program on time for many years, and this will not happen again.
I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 10/15/2021 Signature: [Signature]

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: pwabusaidi@yahoo.com

Mailing Address: PO Box 20151, San Jose, CA 95160

Phone Number: 408 202-7977 Fax Number: N/A

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.

**City of Berkeley
Rent Stabilization Board
Recommendation on Requested Waiver of Registration Penalties**

| | | |
|---|--|---|
| Waiver No: 5015 | Property address: 1401 PRINCE ST | Transferred: 04/03/2018 |
| # of Units: 4 | Exempt units (as of December 2021): Unit #NA - Section 8 Verified | |
| Owner(s): MARCIA MAY | | Waiver filed by: RAYMOND CASSION |
| Other Berkeley rental property owned: None | | |

Late payment/penalty history: The property comprises of four units, with 3 of the units being rented. The current owner, Marcia May, obtained the property in 2018. The owner has been constantly late with their annual registration payments. The late payment of the 2021/2022 annual registration fee marks the third late payment since purchasing the property.

| Registration Date or Year | Units requiring registration at that time | Registration fees paid | Date fees paid | Penalties charged | Penalties forgiven | Penalties Paid |
|---|---|------------------------|----------------|-------------------|--------------------|------------------|
| 2021/2022 | 3 | \$750.00 | 11/08/2021 | 1500.00 | 0.00 | 0.00 |
| 2020/2021 | 3 | \$750.00 | 11/08/2021 | 1500.00 | 0.00 | 0.00 |
| 2018/2019 | 3 | \$750.00 | 02/11/2019 | 1500.00 | 0.00 | 1500.00 |
| Totals (penalties previously assessed) | | | | \$4500.00 | \$0.00 | \$1500.00 |

Penalties Currently Under Consideration

Reason for Penalties: Late payment of 2020/2021, 2021/2022 Annual Registration Fees

| Registration Date or Year | Unit(s) registered late at this time | Registration fees paid | Date fees paid | Penalties charged | Penalties forgiven | Penalties Due |
|---------------------------|--------------------------------------|------------------------|----------------|-------------------|--------------------|------------------|
| 2021/2022 | 3 | \$750.00 | 11/08/2021 | \$1500.00 | \$0.00 | \$1500.00 |
| 2020/2021 | 3 | \$750.00 | 11/08/2021 | \$1500.00 | \$0.00 | \$1500.00 |
| Totals | | | | \$3000.00 | \$0.00 | \$3000.00 |

Grounds under Regulation 884(B): (10) The landlord has paid late each year for the prior five years
Good cause claimed by owner: During the year 2020, the owner states that they experienced financial difficulties and was not receiving rent for Unit #1407. They did not receive rent for the months of September, October, November, and 2 weeks of December, which resulted in a loss of \$5215. This put the owners behind financially. They later took a forbearance on auto payments and credit cards, which was resolved this year. The owner states that owing \$3000 is a lot of money.

Recommendation: Staff recommends waiving 75% of penalty, or \$2250, and imposing 25%, or \$750.

Staff Analysis: The owner's payment history is less than stellar, and the owner fails to give a clear explanation on why they have not been able to make their payments in a timely manner. Staff does understand that 2020 was a difficult year for collection of rent, and that the owner's income was reduced as a result. In recognition of this fact, staff recommends a waiver of 75%, which aligns with the ministerial schedule for the third late payment in the previous five years.

RECEIVED

NOV 08 2021

CITY OF BERKELEY
RENT STABILIZATION PROGRAM
2125 Milvia Street, Berkeley, CA 94704
PHONE: (510) 981-7368 • FAX: (510) 981-4910
WEB: <https://www.cityofberkeley.info/rent/>

Waiver #
5015

Initial: Berkeley Rent Board

Request for Waiver of Late Registration Penalties

Please Read Important Information on Page 2

Property Address: 1401 - 1407 Prince St Berkeley CA

Owner: Marcia Xavier May

Date of acquisition, if new owner: not new owner

Name & relationship of person filing request, if not owner: Raymond Cassion (Spouse)

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document an extenuating circumstance that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

Dear Board.
During Year 2020, financial difficulties were experienced additionally rents were not received on unit #1407. For months Sept, Oct, Nov & 2 week December, loss of \$5215. This reason put us behind and also had taken forebearance on Auto Payment, & Credit Cards. Which were resolved this year 2021. Now we owe the penalties of \$3000 which is so lot money.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 11/3/21 Signature: [Signature]

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: Sanrafael CA 74 @ gmail.com

Mailing Address: P.O Box 150173 San Rafael CA 94915

Phone Number: N/A Fax Number: N/A

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.

**City of Berkeley
Rent Stabilization Board
Recommendation on Requested Waiver of Registration Penalties**

| | | |
|---|--|--------------------------------|
| Waiver No: 5017 | Property address: 1913 FRANCISCO ST | Transferred: 03/13/2018 |
| # of Units: 3 | Exempt units (as of December 2021): 0 | |
| Owner(s): RICHARD & SULMA ZEVALLOS | | Waiver filed by: |
| Other Berkeley rental property owned: 1614 HARMON ST, 3006 KING ST | | |

Late payment/penalty history: The property comprises of three units, with all three units being rented. The current owner, Richard Zevallos, obtained the property in 2018. The late payment of the 2021/2022 annual registration fee marks the first late payment since obtaining the property.

Penalties Currently Under Consideration

Reason for Penalties: Late payment of 2021/2022, pro-rated annual fee

| Registration Date or Year | Unit(s) registered late at this time | Registration fees paid | Date fees paid | Penalties charged | Penalties forgiven | Penalties Due |
|---------------------------|--------------------------------------|------------------------|----------------|-------------------|--------------------|-----------------|
| 2021/2022 | 1 | \$231.00 | 10/25/2021 | \$231.00 | \$0.00 | \$231.00 |
| Totals | | | | \$231.00 | \$0.00 | \$231.00 |

Grounds under Regulation 884(B): (1) The good cause asserted in the waiver request is a death or illness in the landlord's family.

(6) The landlord requesting the waiver owns or manages 11 or more rental units

Good cause claimed by owner: The owner states that Unit A has been vacant/exempt since 5/1/2020 and was just rented on 8/1/2021. Back in 2020, the owner contacted the rent board to notify us that the tenant, who was a senior, passed away. Out of precaution, the owner left the unit vacant until they could afford to renovate the unit, which they finally did in 2021. When it came time to pay their annual registration fee for this year, the owner sent in a payment of \$500 on 6/30/2021. At this time, the unit was still vacant. This is why the owner only paid for 2 units. The owner stated that their mother survived a stroke and is currently in slow recovery. The owner stated that they accumulated many costs for the care and well-being of their mother, which left them unable to attend to other costs in a timely manner. The owner states that their ill mother resides at the same address. The owner was able to send discharge summary of mother's stroke. The owner understands that their registration fee for the unit is now due since the unit is no longer exempt/vacant. The owner sent in payment for the unit on 10/25/21. The owner would greatly appreciate the penalty waiver as this would help relieve their current financial stresses.

Recommendation: Staff recommends waiving the penalty in full.

Staff Analysis: The owner has clearly gone through a very difficult time with the death of a tenant and the illness of their mother. These facts, in combination with the owner's good payment history, compel staff to recommend a full waiver of the penalties.

RECEIVED

OCT 25 2021

CITY OF BERKELEY
RENT STABILIZATION PROGRAM
2125 Milvia Street, Berkeley, CA 94704
PHONE: (510) 981-7368 • FAX: (510) 981-4910
WEB: <https://www.cityofberkeley.info/rent/>

W-5017

Initial: _____
Berkeley Rent Board

Request for Waiver of Late Registration Penalties

Please Read Important Information on Page 2

Property Address: 1913 Francisco St. Berkeley, CA 94709 Unit: A

Owner: Richard Zevallos

Date of acquisition, if new owner: _____

Name & relationship of person filing request, if not owner: _____

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document an extenuating circumstance that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

Unit A has been vacant/exempt since 5/1/2020 and was just rented on 8/1/2021. Back in 2020, I contacted the rent board letting them know that the tenant (who was a senior) passed away and out of precaution, the unit was left vacant until we could afford to renovate it which we finally did in 2021.

When it came time to pay our annual registration fees for this year, I sent in my annual registration payment of \$500 on 6/30/2021. At the time, the unit was still vacant which is why we only paid for 2 units.

Due to a family hardship (my mother survived a stroke and is currently in slow recovery), we have accumulated many costs for her care and well-being which has left us unable to attend to other costs in a timely manner. My mother resides at the same address below. (Attached is her discharge summary of her stroke event).

I understand that my registration fee for that unit is now due since it is no longer exempt/vacant and I just paid this today on 10/25/21. We would greatly appreciate the penalty waiver as this would help relieve our current financial stresses.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 10/25/2021 Signature: Richard Zevallos

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: mzevallos@gmail.com

Mailing Address: 1614 Harmon St. Berkeley, CA 94703

Phone Number: (510) 703-1622 Fax Number: _____

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.




Rent Stabilization Board
Legal Department

MEMORANDUM

DATE: December 16, 2021

TO: Honorable Members of Berkeley Rent Stabilization Board

FROM: Honorable Members of IRA/AGA/Registration Committee
By: Matt Brown, General Counsel 

SUBJECT: Proposed Amendments to Regulation 801 [Proper Filing of Rent Registration Statement] and Regulation 1311 [Alleging Compliance in Complaint] – First Reading

Recommendation:

That the Board adopt amendments to Regulation 801 clarifying the definition of “rent registration statement” for units required to be registered pursuant to recently enacted Measure MM and to Regulation 1311 clarifying that units which are now required to be registered as a result of recently enacted Measure MM, are not in substantial compliance until they have filed all registration statements as articulated in the proposed amendment to Regulation 801(D).

These amendments make clear that the obligation to file all required and approved Board forms for purposes of registration are identical for fully covered units and those units requiring registration under Measure MM and that a landlord’s failure to comply with these registration requirements shall be an affirmative defense to any action for possession of any fully or partially covered rental unit. The IRA/AGA/Registration Committee reviewed this report at its December 8, 2021 meeting and unanimously recommended that the Board adopt these amendments.

Background and Need for Rent Stabilization Board Action:

Board Commissioners have long expressed interest in expanding the scope of services to as many residential rental units as the Rent Ordinance allows. In the past, Board staff have not been able to provide services to many units, because the Board did not collect any registration fees from landlords of those properties. In furtherance of that goal, the Board asked the Council to place a ballot measure on the November 3, 2020 general ballot that would require registration of certain partially covered units; namely rented single family homes, condominiums, and units that qualify as new construction. The mayor’s July 30, 2020 report to Council provided the following rationale for placing the matter on the ballot:

“The Rent Ordinance currently exempts single-family homes, condominiums, and newly constructed rental units from Registration. When owners and tenants of these rental units seek information from the Rent Board, staff is unable to provide them with substantive assistance since the agency is funded by Registration fees and thus only provides assistance to those that are fully covered by the Rent Ordinance.

If a secondary registration fee is adopted for rental units in single-family homes, condominiums, and new construction, Rent Board staff would be able to assist tenants and landlords of these units. In addition, aggregated information about these types of units would allow policymakers to monitor the ongoing housing crisis and improve the efficacy of local regulatory efforts to mitigate the crisis. The Registration Fee for these units would cover only those additional expenses incurred by the Board as a result of counseling the owners and tenants of these partially-exempt units, as well as registration of those units, and would not cover the costs associated with petitions for individual rent adjustments and other services that are not provided to partially-exempt units.”

On November 3, 2020, the voters adopted Measure MM, amending the Ordinance, in part, “authorizing” the Rent Board to collect information from rented single-family homes, rented condominiums and newly constructed units (B.M.C. 13.76.050I, O; B.M.C. 13.76.080L). The measure also allowed the Board to charge a registration fee for these previously partially exempt units (B.M.C. 13.76.060N).¹

In administering Measure MM, the agency now requires landlords of Measure MM properties to pay a reduced registration fee, file an initial “Registration Statement for Partially Covered Units” and annual “Tenancy Registration Forms for Partially Covered Units” (both forms are attached hereto).

Historically, a landlord’s property has been deemed properly registered when all required registration forms have been completed and filed with the agency for all units and all required registration fees and/or penalties have been paid (Board Regulation 801A). In an action to recover possession of a rental unit covered by the Ordinance an owner must allege compliance with the implied warranty of habitability, Section 10 of the Ordinance (Rent Ceiling) and Section 8 of the Ordinance (Rent Registration) for *each unit on the property*. (See BMC section 13.76.130C.) Failure to comply with these requirements is a defense to any such action for possession (See BMC section 13.76.130C. and Regulation 1311).

Board staff have initiated registration efforts to these newly partially covered units. Many landlords have paid registration fees, but there remains a substantial number of landlords that have failed to provide the Board with any information regarding the tenancies in their units. Without this information the Board is unable to provide the “aggregated information about these types of units [that] would allow policymakers to monitor the ongoing housing crisis and improve the efficacy of local regulatory efforts to mitigate the crisis” as the mayor’s report indicated was a fundamental reason the Council supported this item. Since the passage of Measure MM, several Commissioners and Councilmembers alike have made clear that they are relying on information that is collected from these units to recommend further policy associated with rental housing.

¹ The Board has since referred to these units as “partially covered” rather than “partially exempt” in order to eliminate any confusion regarding their registration status.

Measure MM mandates registration requirements for certain types of previously exempt units. It would be helpful to amend Regulation 801 and 1311 to make clear that these units will not be in compliance with Section 8 of the Ordinance until certain specific registration forms are fully completed and filed and that the failure to comply with these registration requirements will remain a defense to an unlawful detainer action for possession as articulated in the Ordinance.

Rationale for Amendments:

These amendments bring into conformity the registration requirements for these two categories of units and expressly make clear that failure to properly register these units will be an affirmative defense to an eviction. To further conform the registration requirements of these categories of units, Regulation 801(G) will remain unchanged. This section of Regulation 801 tracks the “substantial compliance” requirement as laid out in California Civil Code section 1947.7 (the “Petris Act”) which allows a landlord to be in substantial compliance with registration requirements when the owner has made a good faith effort to comply with the Ordinance and has cured any defect in a timely manner after receiving notice from the Board of such defect (Regulation 801(G)(1)(2)).

By amending Regulation 801 and 1311 the Board will create a certain degree of uniformity in registration requirements and make clear that the failure to comply with these requirements is a defense for both fully covered units and those partially covered units under Measure MM.² Clarifying that landlords who fail to file current registration information will not be able to evict tenants of any unit on the property will provide further incentive to file all pertinent registration information, so that there are fewer barriers to staff assisting community members who contact the agency for services and provide more valuable information for policymakers when contemplating future rental housing legislation.

Proposed Regulation 801 and 1311 are attached hereto. Additions are underlined. Deletions are marked with strikethrough.

Name and Telephone Number of Contact Person:

Matt Brown, General Counsel (510) 981-4930
Rent Stabilization Board

Attachments:

1. Proposed Amendments to Regulation 801
2. Proposed Amendments to Regulation 1311
3. Registration Statement for Partially Covered Units
4. Tenancy Registration Form for Partially Covered Units

² Fully covered units must also file Vacancy Registration Forms for each new tenancy complete with tenant information. Measure MM units need only file Tenancy Forms once a year.

801. Proper Filing of the Rent Registration Statement

(A) A rental unit is properly registered in accordance with Section 8 of the Rent Stabilization Ordinance if the landlord or landlord's representative has:

(1) Filed with the Board completed registration statements, on forms provided by the Board, including all of the information required for the individual units and the information concerning all the covered units in the same property;

(2) Paid to the City of Berkeley all required registration fees and penalties due for the unit and all the covered units in the same property; and

(3) Fully completed registration for all covered units on the same property parcel.

(B) A landlord who asserts that he or she is unable to supply required information may request review of his or her registration status by the Rent Stabilization Board Executive Director or the Executive Director's designee. The Executive Director or designee shall determine whether good cause exists to find the landlord properly registered notwithstanding the lack of required information. The request for review shall be made on a form approved by the Executive Director and shall include, without limitation, a declaration under penalty of perjury fully describing the landlord's efforts to obtain the missing information. The Executive Director may specify the nature and extent of the efforts, and documentation thereof which is required. The landlord shall serve a copy of the request for review on all current tenants in the property and known prior tenants who resided in the premises during the time period for which the information is missing. A proof of service by mail on said tenants shall accompany the request for review. The tenants may submit in writing to the landlord any relevant information concerning the request for review within ten (10) days of the date of service of the request upon them. A copy of this information submitted to the landlord shall be filed with the Board. It shall be accompanied by a proof of service by mail upon the landlord. The Executive Director or designee shall determine whether or not the inability to provide the required information resulted from circumstances beyond the control of the landlord. If it is determined that the landlord was not at fault and that the missing information cannot now be produced nor reasonably reconstructed from any available information, the landlord may be found to be properly registered notwithstanding the lack of information. If the reason for the unavailability was within the control of the landlord, no relief shall be granted unless the landlord demonstrates that he or she has otherwise substantively complied with the Ordinance and that the landlord has made all reasonable efforts to obtain or reconstruct the information which is unavailable. A copy of the determination shall be mailed to the landlord and to the tenants of the affected property. The Board may establish an appropriate fee for the filing of a request for review of registration status. No rent withholding petition for non-registration shall be acted upon while a request for review is pending.

(C) In designating a rental unit as properly registered, the Board's intent is to facilitate the rent registration and individual adjustment of rent ceiling processes and the dissemination of information regarding the registration of rental units. Such designation shall not be construed as the Board's certification of the lawful base rent, current lawful rent ceiling or any other information provided on the rent registration statement. Nothing in this Regulation shall preclude the Board nor any person from challenging the accuracy of any information provided in any registration statement or declaration in the context of any proceeding or action.

(D) As used in this Regulation, "rent registration statement" shall include the initial registration statement, any required annual registration statement, any vacancy registration form required under Regulation 1013(K) and any supplemental registration statement approved and required by the Board. **For units covered by B.M.C. 13.76.050I and B.M.C. 13.76.050O, "rent registration statement" shall include the "Registration Statement for Partially Covered Units", all required "Tenancy Registration Forms For Partially Covered Units" and any other supplemental or additional registration forms the Board requires.** This subsection is intended to clarify the existing requirements concerning filing of initial, annual, vacancy and supplemental registration statements.

(E) When the Board determines that it is reasonably necessary to carry out the purposes of the Ordinance, the Board may require landlords to furnish information missing from any initial or annual registration statement or to complete a supplemental registration statement approved by the Board. This may include information which was requested on the 1980-81 registration statement but which was not required by this regulation, or specifically enumerated in the Ordinance at the time the registration statement was filed but which the Board finds it necessary for proper administration of the Ordinance. Any such request for information request for completion of a supplemental registration statement shall be responded to within a reasonable time period to be determined by the Board. If the landlord is unable to supply the information requested, the landlord shall comply with subsection (B). Any request for review pursuant to subsection (B) shall be made within the time specified by the Executive Director. If the landlord does not respond to the request or request review of his or her registration status within the specified time, the landlord may subsequently be held to be unregistered thereafter notwithstanding the fact that the landlord would have otherwise been deemed to have been properly registered under the law and regulations existing at the time the statement which omitted the requested information was originally filed. Any such determination of non-registration shall be prospective only.

(F) Nothing in the subsection (E), above, shall be construed to relieve any landlord of the duty to fully register all his or her covered units and to supply all requested information merely because the Board has not advised landlord of any information which may be omitted by the landlord from the initial, annual or any supplemental registration statements.

801. Proper Filing of the Rent Registration Statement - Page 3

(G) A landlord shall be found in substantial compliance with registration requirements of the Ordinance and Regulation when:

(1) The landlord has made a good faith effort to comply with the Ordinance and regulation concerning registration sufficient to reasonably carry out the intent and purpose of the Ordinance and Regulations; and

(2) The landlord has cured any defect in compliance in a timely manner after receiving notice of a deficiency from the Board.

[Regulation 801 revised in its entirety effective April 13, 1983; Subsection 801(G) adopted March 3, 1986; amended November 21, 1986; Subsections 801 (A), (B), (E) and (F) amended effective June 6, 1997; Subsection (D) amended December 27, 1998.]

1311. Alleging Compliance in Complaint

- (A) In any action to recover possession of a rental unit covered by the Ordinance, except an action to recover possession under subsections 13(a)(7) and 13(a)(8), a landlord shall allege in the complaint for possession substantial compliance with the implied warranty of habitability and compliance with Section 10 (Rent Ceiling) of the Ordinance for the rental unit which is the subject of the action to recover possession, and a landlord shall allege in the complaint for possession compliance with Section 8 (Rent Registration) of the Ordinance for all rental units in the property which contains the rental unit which is the subject of the action to recover possession.
- (B) For purposes of this regulation, a landlord shall not be in compliance with Section 8 (Rent Registration) of the Ordinance until they have filed all registration statements as articulated in Regulation 801 including all Vacancy Registration Forms for fully controlled units and Registration Statements and Tenant Registration Forms for Partially Covered Units for all current tenancies.
- (C) A landlord's failure to comply with the requirements of this regulation shall be a defense to any action for possession of a rental unit covered by the Ordinance.

[Effective Date: May 13, 1981]

City of Berkeley

Rent Stabilization Program
2125 Milvia Street, Berkeley, CA 94704
Phone: (510) 981-7368 (981-RENT) Fax: (510) 981-4910

REGISTRATION STATEMENT FOR PARTIALLY COVERED UNITS

Complete this form only for rental properties with single-family homes, condominiums, or dwelling units that have received a Certificate of Occupancy after 1980.

Use this form to register partially covered rental units for the first time, or to make changes to the status of a partially covered unit that has previously been registered. This form may also be used for any change in ownership, management, or mailing address for a property with partially covered units. This form must be completed and submitted, and the fee paid, **within sixty (60) days** of the change in status.

Berkeley Property Address: PLEASE PRINT LEGIBLY, OR TYPE

| Street Number | Street Name | Zip | Number of Units on the property |
|---------------|-------------|-----|---------------------------------|
|---------------|-------------|-----|---------------------------------|

PART I. OWNERSHIP INFORMATION

Complete this section if you are a new owner or are registering a property for the first time. List all owners of record (as reflected by the Alameda County Recorder's Office) and each owner's percentage of ownership.

- Date of purchase, or title transfer: _____
- The names of all owners of record, and the percentage of ownership for each owner must be listed for all changes in ownership.

| Name | % | Name | % |
|----------|-------|----------|-------|
| a) _____ | _____ | c) _____ | _____ |
| b) _____ | _____ | d) _____ | _____ |

PART II. MAILING ADDRESS AND PRIMARY CONTACT

Complete this section and select either an owner or one agent to receive all correspondence from the Rent Stabilization Program. Bills and correspondence may only be sent to one property; therefore please **CHECK ONLY ONE BOX** to select the billing contact:

Billing Contact: Owner Agent / Manager

OWNER:

Name: _____

Address: _____

City, State, ZIP: _____

Phone: (____) _____

Email: _____

AGENT / MANAGER:

Agency Name: _____

Address: _____

City, State, ZIP: _____

Phone: (____) _____

Email: _____

PART III. UNIT STATUS CHANGE FOR PARTIALLY COVERED UNITS

- Complete this section if you have not yet registered your partially covered property or when you are changing the status of any previously registered partially covered unit.
- This form must be completed and the fee paid within 60 days from the date a unit is rented to avoid the assessment of a penalty.

A. Registration of Partially Covered Units

(If new tenancy, a *Tenancy Registration for Partially Covered Units* form is also required.)

| Unit Designation | # of Bedrooms | Date Rented | Rent Per Month | Unit Designation | # of Bedrooms | Date Rented | Rent Per Month |
|------------------|---------------|-------------|----------------|------------------|---------------|-------------|----------------|
| | | | \$ | | | | \$ |
| | | | \$ | | | | \$ |
| | | | \$ | | | | \$ |

B. Claim of Exemption

All claims of exemption are subject to verification. If you are unclear whether an exemption applies to your unit, you should consult with a housing counselor. You may be liable for fees and possibly penalties if your units are determined, at any time, to be ineligible for the exemption you claim.

If you are claiming an exemption for more than 3 units, please use an additional form.

| | Unit Designation | Exemption Designation *See list | Date of Exemption | If Owner Occupied, Owner's Name |
|----|------------------|------------------------------------|-------------------|---------------------------------|
| 1) | _____ | _____ | _____ | _____ |
| 2) | _____ | _____ | _____ | _____ |
| 3) | _____ | _____ | _____ | _____ |

* List of common Exemption Designations:

| <u>Status</u> | <u>Designation</u> |
|-----------------------------------|---|
| OWNER OCCUPIED | Owner of 50% or more occupies the unit and/or shares kitchen and/or bath with tenant. |
| SECTION 8 | Registered with BHA, Section 8 program. |
| VACANT and NOT AVAILABLE FOR RENT | This unit is not now occupied by an owner or tenant, and is not available to be rented. |
| OCCUPIED RENT-FREE | This unit is provided to the tenant by the owner, rent-free, AND does not require any service(s) from the tenant in exchange for the rent-free privilege. |
| **OTHER | **If you use this designation, you must explain why the unit is exempt. |

**Explanation _____

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

Date

City of Berkeley

Rent Stabilization Program

2125 Milvia Street, Berkeley, CA 94704

Phone: (510) 981-7368 [981-RENT] Fax: (510) 981-4910

E-mail: rent@cityofberkeley.info • Web: www.cityofberkeley.info/rent

For Office Use Only

Date: _____

Initials: _____

TENANCY REGISTRATION FORM FOR PARTIALLY COVERED UNITS

(Instructions provided on back)

Please file this form **only** for tenancies in:

Single-family homes, condominiums, and dwelling units that received a Certificate of Occupancy after 1980.

Berkeley Rental Property Address: PLEASE PRINT LEGIBLY or TYPE

| | | | | |
|---------------|-------------|--------|---------------|------------------|
| | | | | |
| Street Number | Street Name | Unit # | # of Bedrooms | # of Units/Prop. |

Owner/Agent Information (If *new* owner or agent, please also complete an *Amended* Registration Statement):

OWNER: Check if new owner/address

AGENT/MANAGER: Check if new agent/address

Name: _____

Name: _____

Address: _____

Address: _____

City, State, ZIP: _____

City, State, ZIP: _____

Phone: (____) _____

Phone: (____) _____

Email: _____

Email: _____

Send all future correspondence and bills to: **OWNER**

AGENT/MANAGER

Current Tenancy Information:

Beginning date of this tenancy: ____ / ____ / ____ Number of Tenants: ____ Initial Rent: \$ ____

Current Rent (if different): \$ ____ Date of Last Rent Increase: ____ / ____ / ____

Housing Services: Check the Housing Services *provided* or *paid* by the Owner for the individual unit.

Storage Gas Electricity Water Garbage Parking Laundry Access Heat
Appliances Other _____

Does Lease Prohibit Smoking? Yes No **Effective date of smoking prohibition:** ____ / ____ / ____

Prior Tenancy Information: Ending date of prior tenancy: ____ / ____ / ____ Voluntary vacancy? _____

Termination by Owner _____ Other (explain): _____

Check one: I am the owner or the owner's agent. I am the tenant (please attach lease agreement).

Declaration: I hereby declare under penalty of perjury that all the information in this Tenancy Registration Form is true and correct to the best of my knowledge and belief.

PRINT Name

Signature

Date

Tenancy Registration for Partially-Covered Units

This form is required **ONLY** for rental units subject to BMC 13.76.050(O):

- Single-family homes, where the current tenancy began after Dec. 31, 1995
- Condominium units
- Dwelling units built after 1980 that have received a Certificate of Occupancy

A Tenancy Registration form must be filed for all non-exempt units annually. The property is deemed out of compliance with registration requirements until filing is completed. (Regulation 1013(K))

Information on this form is used to update the Rent Stabilization Program's records to reflect the current tenants' rent, the number of tenants, and the services included with the rent.

If this unit was previously exempt and is now subject to registration requirements as provided by BMC 13.76.050(N) or BMC 13.76.050(O), a registration fee will be due. You may call our Registration Unit (510) 981-4920 for more information.

If the owner fails to timely file Tenancy Registration information or if the tenant disagrees with the information on the Tenancy Registration form filed by the owner, the tenant may file this form setting forth the required information. The tenant should attach copies of the written rental agreement(s) or other documents showing the correct information.

INSTRUCTIONS FOR COMPLETING THIS FORM

Berkeley Property Address - Write the complete mailing address for this unit. Provide the number of bedrooms in this unit and the total number of units on this property in the appropriate places.

Owner and Agent Information - Provide the name, telephone number and email address of the owner and the owner's authorized representative, if applicable. If the owner's address is different than the address in the Rent Board's records, or if this is a new owner, please check "New owner/address" and file an Amended Registration Statement. If this is a new agent, check "New agent/address." If you list both an owner and an agent, please let us know to whom to send all future notices, correspondence and bills by marking an "X" to select Owner or Agent.

Current Tenancy Information - Indicate the NUMBER of tenants, the DATE the tenant(s) moved in and the total monthly rental payment for the unit. Also check the boxes for the HOUSING SERVICES paid by the owner. As of May 1, 2014, B.M.C. 12.70 prohibits smoking in 100% of multi-unit housing with two or more units. This ordinance requires that leases for all tenancies starting after May 1, 2014, include prohibitions on smoking. Please indicate whether or not the current lease prohibits smoking in the unit, and the date that the prohibition on smoking took effect.

Declaration - The person completing the form must certify under penalty of perjury that all information provided is true and correct.

NOTE: Tenant names and other tenant information will be kept confidential in accordance with the Information Practices Act of 1977.



Rent Stabilization Board

DATE: December 16, 2021

TO: Honorable Members of the Rent Stabilization Board

FROM: DéSeana Williams, Executive Director
 By: Aimee Mueller, Associate Mgmt. Analyst/Board Secretary *AM*

SUBJECT: Proposed 2022 Rent Stabilization Board Regular Meeting Schedule

Recommendation:

That the Board adopt Resolution 21-34 establishing the Regular Meeting Schedule for the 2022 calendar year.

Background and Need for Board Action:

The Brown Act (Gov. Code §54954 et seq.) requires a legislative body, such as the Rent Stabilization Board, to annually establish a schedule of its regular meetings, including the time and location of the meeting. The Board's longstanding policy was to hold its regular meetings on the first and third Mondays of each month in the City Council Chambers at Old City Hall. In 1996, the Board adopted Resolution 96-13 to formalize this practice. At its December 5, 2005 regular meeting, the Board adopted Resolution 05-27 revising Resolution 96-13 and re-establishing the schedule to meet monthly on the third Monday of each month.

In 2012, the Berkeley Unified School District relocated its administrative offices from the seismically-unsafe Old City Hall to the West Campus building at 1231 Addison Street. Old City Hall had remained essentially vacant ever since, unlocked and heated only for purposes of holding public meetings. In late 2018, this space was converted to a homeless shelter used during inclement weather.

Beginning December 4, 2018, the City Council relocated its meetings from Old City Hall to the New Berkeley Unified School District (BUSD) Board Room, located at 1231 Addison Street. In anticipation of the cessation of facilities services to Old City Hall, the City Council negotiated access to the BUSD Board Room for Zoning Adjustment Board (ZAB) Meetings on the second and fourth Thursdays of the month, and for Rent Board Meetings on the first and/or third Thursdays of the month. By the terms of the City Council's current contract with BUSD, no in-person meetings can take place on any other days of the week.

At the December 17, 2018 regular meeting, the Board voted to adopt Resolution 18-25 establishing the Regular Meeting Schedule and Location for the 2019 calendar year that relocated the Rent Board's regular meetings to the BUSD Board Room on the third Thursday of each month.

At its December 21, 2019 regular meeting, the Board voted to adopt Resolution 19-28 establishing a regular meeting schedule and location for regular Rent Board meetings in the 2020 calendar year which stated, “that all meetings shall begin at 7:00 p.m. unless otherwise noticed pursuant to the requirements of the Brown Act and that regular meetings scheduled for the third Thursday of each month shall only be operative during the 2020 calendar year unless the change is made permanent by subsequent future Board Resolution, or unless the Board chooses to adopt a similar annual schedule for another year by subsequent Resolution.”

There has been no subsequent resolution pertaining to the Board’s Regular Meeting Schedule.

Proposed dates for the 2022 Regular Meeting Schedule:

Staff has reviewed the City of Berkeley’s Holiday Schedule for 2022 (attached) in order to propose possible meetings dates for the Board to consider. All meetings this year fall on the designated third Thursday of the month.

| | | | |
|-------------|----------|--------------|-------------|
| January 20 | April 21 | July 21 | October 20 |
| February 17 | May 19 | August 18 | November 17 |
| March 17 | June 16 | September 15 | December 15 |

Financial Impact:

Prior to the transition to virtual meetings due to the COVID-19 Shelter-in-Place Order, each Board meeting held at the BUSD Board Room cost approximately \$3,000 - \$4,000; this included room rental, live broadcasting on television and the Web, real-time closed captioning and the cost of producing several hard-copy agenda packets for the public and the Board’s archives. Since the Board began conducting Board Meetings remotely, our room rental costs have been temporarily eliminated but we incur a monthly subscription fee for Zoom.

Name and Telephone Number of Contact Person:

DéSeana Williams, Executive Director (510) 981-7368

Attachments:

1. Resolution 21-34
2. City of Berkeley 2022 Holiday Schedule

RESOLUTION 21-34

**ESTABLISHING THE REGULAR MEETING SCHEDULE FOR THE BERKELEY
RENT STABILIZATION BOARD FOR THE 2022 CALENDAR YEAR**

BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, the Brown Act (Gov. Code Section 54954 et seq.) requires a legislative body, such as the Rent Stabilization Board, to annually establish a schedule of its regular meetings, including the time and location of the meeting; and

WHEREAS, beginning in 2019, the Board relocated its meetings from Old City Hall to the New Berkeley Unified School District (“BUSD”) Board Room, located at 1231 Addison Street; and

WHEREAS, beginning in 2019, the Board changed its regular meeting day to the third Thursday of each month and wishes to continue this arrangement;

WHEREAS, pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., the Board shall continue to hold its monthly meetings exclusively through teleconference and Zoom videoconference until in-person public meetings are deemed safe, and thereafter, these meetings shall be conducted at the BUSD Board Room;

NOW, THEREFORE, BE IT RESOLVED that the Board will hold their regularly-scheduled meetings during the 2022 Calendar year on the following dates:

| | | | |
|-------------|----------|--------------|-------------|
| January 20 | April 21 | July 21 | October 20 |
| February 17 | May 19 | August 18 | November 17 |
| March 17 | June 16 | September 15 | December 15 |

RESOLUTION 21-34

**ESTABLISHING THE REGULAR MEETING SCHEDULE FOR THE BERKELEY
RENT STABILIZATION BOARD FOR THE 2022 CALENDAR YEAR**

(Page 2)

BE IT FURTHER RESOLVED that all meetings shall begin at 7:00 p.m. unless otherwise noticed pursuant to the requirements of the Brown Act and that regular meetings scheduled for the third Thursday of each month shall only be operative during the 2022 calendar year unless the change is made permanent by subsequent future Board resolution, or unless the Board chooses to adopt a similar annual schedule for another year by subsequent resolution.

Dated: December 16, 2022

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Chair, Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director

HOLIDAYS

DEC 3, 2021 • PG 4

HOLIDAYS • 2022

| | |
|--|---|
| Dec 31st, 2021 (Fri) | New Year's Day (actual Jan 1st) |
| Jan 17th (Mon) | Martin Luther King Jr.'s Birthday |
| Feb 11th (Fri) | Lincoln's Birthday (actual Feb 12 th) |
| Feb 21st (Mon) | Washington's Birthday |
| May 20th (Fri) | Malcolm X's Birthday (actual May 19 th) |
| May 30th (Mon) | Memorial Day |
| June 20th (Mon) | Juneteenth (actual June 19 th) |
| July 4th (Mon) | Independence Day |
| Sept 5th (Mon) | Labor Day |
| Oct 10th (Mon) | Indigenous Peoples' Day |
| Nov 11th (Fri) | Veteran's Day |
| Nov 24th (Thurs) | Thanksgiving Day |
| Nov 25th (Fri) | Day after Thanksgiving Day |
| Dec 26th (Fri) | Christmas Day |





Rent Stabilization Board

MEMORANDUM

DATE: December 9, 2021

TO: Honorable Members of the Eviction/Section 8/Foreclosure Committee

FROM: Matthew Siegel, Staff Attorney *MS*
Jen Fabish, Community Services Specialist *JF*

SUBJECT: Owner Move-in Eviction Tracking Report (July 2018 – June 2021)

BACKGROUND

I. Measure Y

In November 2000, in response to a rash of owner-move-in evictions, Berkeley voters adopted Measure Y as an amendment to the Rent Stabilization and Eviction for Good Cause Ordinance. Known as Berkeley's owner move-in (OMI) law, Measure Y was subsequently codified under Berkeley Municipal Code (B.M.C.) Section 13.76.130A.9. It allowed property owners to evict tenants so that the owner or qualifying relatives could move into rental units, but placed restrictions and conditions on such evictions.¹ In addition, property owners who evicted tenant households that qualified as low income were required to pay \$4,500 relocation assistance prior to the tenants relinquishing possession of their rental units.

After an owner move-in eviction, the rental rate for the next tenancy established in the vacant unit cannot exceed the lawful apparent rent ceiling that applied to the former tenancy. (Rent Board Reg. 1016). Furthermore, the evicted tenant/s have the opportunity move back into the unit if they expressed an interest in doing so at the time of the eviction. (B.M.C. 13.76.130A9.o.)

¹Under B.M.C. 13.76.130A.9b., an owner could evict a tenant so that the owner, or his/her spouse, child, or parent could occupancy in a rental unit. The owner or relative must have intended to live in the unit for 36 continuous months. Additionally, with few exceptions, property owners could not evict seniors or disabled tenants who have occupied their rental units for five years or more in buildings with four or more units.

II. Measure AA

In November 2016, Berkeley voters passed Measure AA, which amended Measure Y. While many of above-referenced provisions of the owner move-in law remain the same, Measure AA implemented the following substantial changes:

- Property owners who evict tenants for owner move-in purposes must pay a standard relocation fee to all tenant households where at least one occupant has resided in the unit for more than one year.²
- Qualifying low-income, disabled, elderly, families with minor children, or those tenancies that began prior to 1999 are eligible to receive an additional relocation assistance payment.³
- Families with minor children are protected from being evicted during the school year.
- A City or Rent Board hearing examiner can adjudicate disputes regarding a tenant's entitlement to the additional relocation assistance.

Finally, as under Measure Y, Measure AA requires that “. . . at least twice annually, Rent Board Staff shall report to the Rent Board regarding the occupancy status of units possession of which has been recovered . . . within the prior thirty-six months.” (B.M.C. 13.76.130A9.r.)

² The current standard relocation assistance amount is \$16,341, and may be increased each year by the percentage increase in the Consumer Price Index – All Urban Consumers in the San Francisco-Oakland-San Jose Region for the 12-month period ending June 30 of the prior year, as published by the United States Department of Labor.

³ The current additional relocation assistance amount is \$5,621, which may also be adjusted each year as described above.

OMI REPORT: July 1, 2018 – June 30, 2021

COVID-19 SHELTER-IN-PLACE & EVICTION MORATORIUM

Due to the COVID-19 pandemic, the City of Berkeley declared a local State of Emergency on March 3, 2020, which is still in effect. On March 16, 2020, the City of Berkeley Public Health Officer issued a Shelter-in-Place Order, and has subsequently issued a number of Health Orders aimed at reducing the spread of COVID-19. On March 17, 2020, the City of Berkeley passed the COVID-19 Emergency Response Ordinance that placed a moratorium on most evictions, including OMI evictions. (B.M.C 13.110.) It remains in effect as of the date of this report.

STAFF MONITORING

To ensure that tenant protections are not violated, Rent Board staff endeavor to contact occupants living in units that have received OMI eviction notices at least once every six months. Staff send a letter to each unit notifying the occupant of the rent ceiling that would apply if s/he is a tenant rather than the owner or qualified family member (Attachment 1). Staff also research information in our databases and county ownership records to ensure that residency information is correct. Additionally, staff typically conduct focused site visits to try to ascertain residency when there is a question as to whether the owner or family member actually lives in the unit after an OMI notice is sent.

When staff receives information that a new tenant may be living in a rental unit following an OMI eviction, staff may contact the owner and/or tenant to ascertain the facts and circumstances pertaining to this occupancy. Staff will often then provide counseling to both the owner and tenant when appropriate regarding the proper rent ceilings for that unit. Additionally, when appropriate, staff will attempt to contact tenant households displaced from a rental unit due to an OMI notice to explain the options, rights and remedies that may be available if it is believed that the Ordinance has been violated.

OMI NOTICES AND RELOCATION ASSISTANCE PAYMENTS

Notices Filed with the Rent Stabilization Program

Between July 1, 2018 and June 30, 2021, seventeen OMI eviction notices were filed with the Rent Board. The following table shows how these notices were distributed amongst unit types, and the number of instances where a unit is tenant occupied.

| Unit designation | Number of notices sent | Unit currently tenant-occupied⁴ |
|-------------------------|-------------------------------|---|
| Single family home | 7 | 0 |
| Duplex | 6 | 0 |
| Triplex | 0 | 0 |
| Fourplex | 3 | 1 |
| Five units & more | 1 | 0 |

⁴ The data regarding tenant occupancy in this column only includes units where the information currently available to staff indicates that a unit is tenant occupied.

Of the seventeen notices, twelve were for owner-move-in and 5 involved qualifying relative move-in evictions.

Relocation Assistance⁵

Eleven of the seventeen properties that received OMI notices in the reporting period received the standard relocation assistance payment. Four OMI notices were rescinded. In two cases, no relocation was due because the tenants had not lived in the unit for one year or more.

Six households received the additional relocation payment on the following grounds (some households have claimed multiple grounds, which is why the total claims documented below exceeds six):

| Claims for Additional Relocation Payment | |
|---|-------------------------|
| Grounds | Number of Claims |
| Minor Child | 1 |
| Disabled | 2 |
| Low Income | 3 |
| 60 or more years old | 1 |
| Long-term Tenant | 0 |

NARRATIVE DATA FROM STAFF RESEARCH

Single Family Homes – All seven of the single-family homes in the reporting period were Costa-Hawkins exempt tenancies.

Duplexes – Six notices were served on duplexes during the current reporting period. Staff has verified that the owner or family member named in the notice has moved in for four of these cases. Two cases remain under investigation.

Three of the six duplex units that received OMI notices are potential “golden duplexes,” i.e. fully exempt properties if an owner of record of at least 50% occupies one of the two units. Of those three properties, staff has verified that one is currently owner-occupied, thus fully exempt from the Ordinance. In one case where the notice designated a family move-in, staff has verified that the owner’s son has moved in. One case remains under investigation.

Triplexes – There were no OMI notices served on triplex properties during this reporting period.

Fourplexes – Three notices were served on tenants residing in fourplexes during this reporting period. Staff has verified that the owner or qualified family member is occupying the unit in one case, and in another case the notice was rescinded with the tenant still in possession. The last case is still under investigation.

Five or more units – One OMI notice was served at a property with five or more units. The OMI

⁵ Prior reports included information on properties subject to Measure Y’s relocation assistance requirement. There are no longer any such properties in the reporting period, so all relocation assistance data pertain to properties subject to Measure AA’s relocation assistance requirements.

notice appears to be defective and staff counseled the owners and the evicted tenant. Staff has verified that the unit is owner occupied, but the tenant is litigating the defective notice.

OWNERSHIP HISTORY PRIOR TO OMI FILING

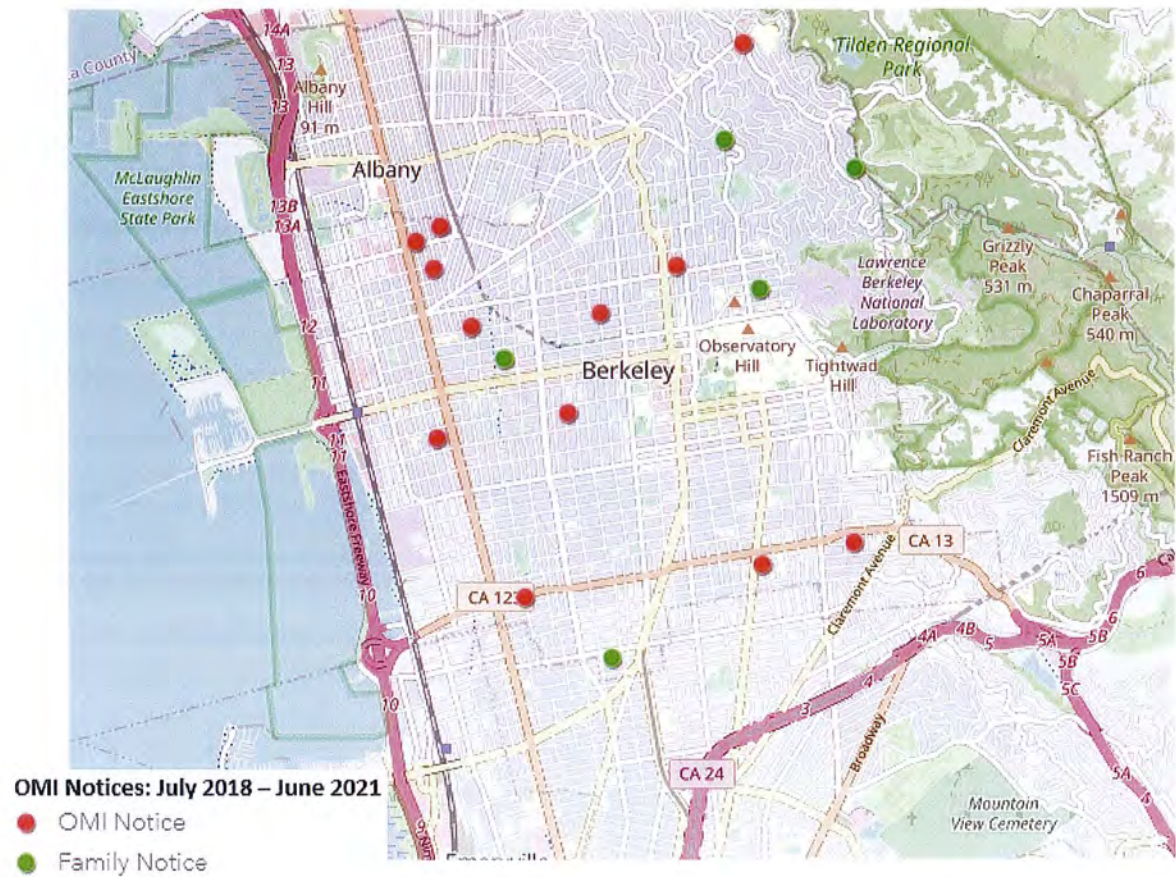
Previously, the committee requested data showing how long a landlord owned the property prior to filing an OMI notice.⁶

| Ownership Prior to Notice | # Props. |
|---------------------------|----------|
| less than 1 year | 3 |
| Between 1 and 2 years | 4 |
| 2 to 5 years | 3 |
| 5 to 10 years | 2 |
| More than 10 years | 5 |

LOCATION OF OMI PROPERTIES

General Distribution

The map below shows the general distribution of OMI notices for the current reporting period.



⁶ This data includes several title transfers. For the purpose of calculating data, we used the time between the transfer date and the notice of eviction.

Geographic Location and Market Area

The table below normally shows the geographic location and market area of properties that received an OMI Notice in the last six months of the current reporting period. Berkeley has been under a local eviction moratorium since March of 2020, and no OMI notices were filed during the last six months of this reporting period. Attachment 2 shows geographic location and market area for all properties subject to OMI notices during the current reporting period.

| Date filed | Street | Market Area |
|------------|--------|-------------|
| N/A | N/A | N/A |

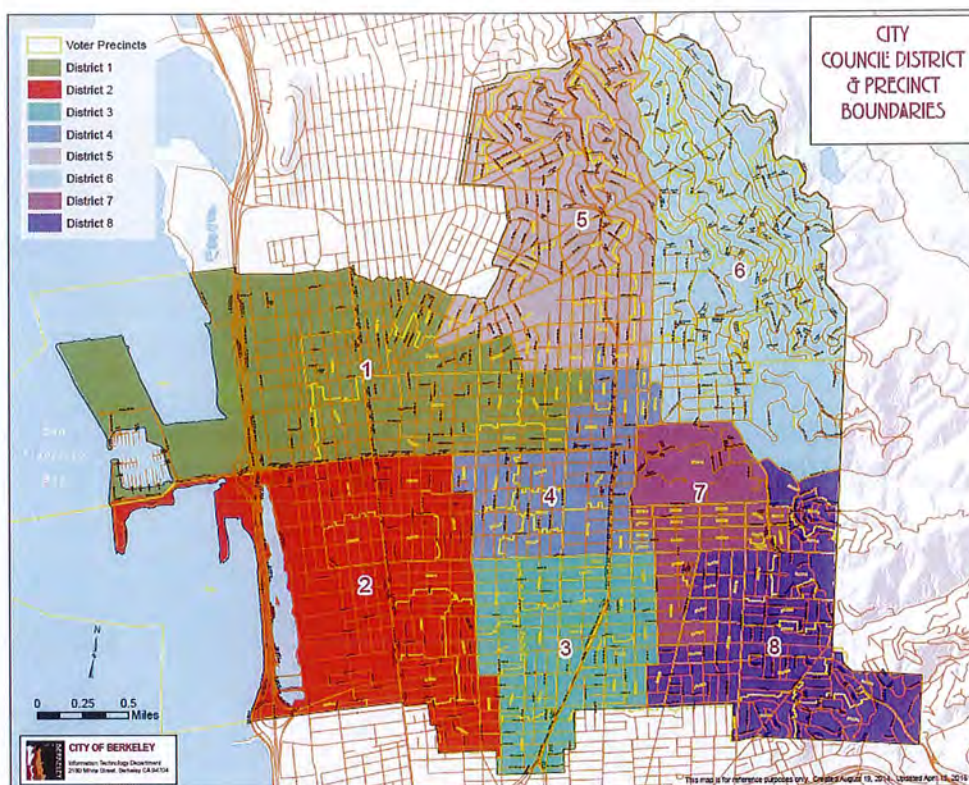
City of Berkeley Census Tract Map & Market Areas



Number of OMI Notices by Council District

At its April 13, 2017 Meeting, the Committee requested information about the number of notices served in each City Council District. The table below summarizes this information for the current reporting period:

| Council District | Number of Total Notices | Number of Notices, Last Six Months of Reporting Period |
|------------------|-------------------------|--|
| 1 | 6 | 0 |
| 2 | 2 | 0 |
| 3 | 1 | 0 |
| 4 | 1 | 0 |
| 5 | 1 | 0 |
| 6 | 4 | 0 |
| 7 | 0 | 0 |
| 8 | 2 | 0 |



CONCLUSION

During this reporting period (July 2018 – June 2021), the Board received a total of seventeen OMI eviction notices. During the initial three-year monitoring period (December 2000 – December 2003), the Board received 110 eviction notices. Historically, after the passage of Measure Y, the number of evictions reported for each three-year period was significantly less than the initial period. This trend can be seen in Attachment 3, which shows, in six-month increments, the number of OMI eviction notices the Board has received since September 2000. The first reporting period in the table reflects only four months (September-December 2000), but during this time, 47 of the 56 evictions occurred during the three months prior to the adoption of Measure Y. While the Rent Stabilization Program did not track the number of OMI notices received prior to September 2000, it has been reported that the number of notices issued during the period from December 1997 to December 2000 was similar to or greater than the four-month period from September to December 2000, before Measure Y became law.

Although the implementation of Measure Y reduced the displacement of long-term tenants and required some relocation assistance for the most vulnerable displaced tenants, as housing prices and rents increased dramatically in recent years, so did the number of OMI evictions. The number of OMI evictions started to pick up in early-2014 (e.g., there were 19 OMI notices filed from January – June 2014). Between 2014 and 2016, there were 78 notices filed.

In November 2016, Berkeley voters passed Measure AA, which requires a standard relocation payment to all households and an additional payment if a member of the evicted household is elderly, disabled, a long-term tenant, low income, or if there is a minor child in the household.

The City's COVID-19 Emergency Response Ordinance, passed in March 2020, placed a

moratorium on evictions, including OMI evictions, and remains in place as of the date of this report. The last OMI notice filed with the Board before the moratorium went into effect was in December 2019, and OMI evictions have been prohibited since March 17, 2020. As such, no OMI notices have been filed with the Board from January 2020 – June 2021.

Attachment 1: Sample of letter sent to select rental units that received an owner-move-in eviction notice for the period of July 2018 – June 2021.

Attachment 2: Table reflecting geographic location and market area of properties subject to OMI notices for the period of July 2018 – June 2021.

Attachment 3: Table of Measure AA notices filed with the Rent Board for the period of September 2000 through June 2021.

ATTACHMENT 1

Sample of Letter Sent to Select Rental Units that Received OMI Notices



Rent Stabilization Board

October 25, 2021

Current Occupants/ [REDACTED]

[REDACTED]
Berkeley, CA 94702

RE: Owner Move-in eviction at [REDACTED]

Dear Occupant:

Our records indicate that a prior tenant in your unit was evicted so that the unit could be occupied by the owner or a close relative of the owner. Berkeley Municipal Code section 13.76.130.A(9)(p) requires the Rent Board to monitor your unit for three years to ensure that the unit is, in fact, occupied by the owner or a relative of the owner. Therefore, you will receive a letter like this once every six months during this three year period. If you are the owner or a *non-rent* paying parent, spouse, domestic partner, or child of the owner, it is not necessary for you to respond to this letter.

If you are not the owner and are paying rent, your rent should not exceed:

\$3087.79

If you are paying rent in excess of this amount, you should contact me at (510) 981-4903. Also, Rent Board Counselors are available to explain your rights and options, including the procedure for recovering any rent overcharges you have paid. An explanation of your rights may also be found on the Rent Board's web site: www.cityofberkeley.info/rent.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Siegel". The signature is written in a cursive, flowing style.

Matthew Siegel
Staff Attorney

ATTACHMENT 2

Geographic Location and Market Area of Properties Subject to OMI Notices

| Date filed | Street | Market Area |
|------------|---------------------------|---------------------------|
| 7/3/2018 | 2228 10 th St. | West Berkeley (Area 4) |
| 8/17/2018 | 1243 Kains Ave. | Central Berkeley (Area 2) |
| 11/7/2018 | 1408 Cornell Ave. | Central Berkeley (Area 2) |
| 1/16/2019 | 1655 Belvedere Ave. | Central Berkeley (Area 2) |
| 1/22/2019 | 3003 Mabel St. | South Berkeley (Area 5) |
| 2/1/2019 | 921 Grizzly Peak Blvd | North Berkeley (Area 1) |
| 2/14/2019 | 1707 Grant St. | Central Berkeley (Area 2) |
| 3/12/2019 | 1359 Hearst Ave. #3 | Central Berkeley (Area 2) |
| 4/9/2019 | 1533 Walnut St. | North Berkeley (Area 1) |
| 4/18/2019 | 1300 Summit Road | North Berkeley (Area 1) |
| 4/18/2019 | 2217 California St. #B | Central Berkeley (Area 2) |
| 5/10/2019 | 1222 Evelyn Ave. | Central Berkeley (Area 2) |
| 5/31/2019 | 1631--63rd St. | South Berkeley (Area 5) |
| 6/10/2019 | 2947 Linden Ave. | North Berkeley (Area 1) |
| 6/13/2019 | 3000 Dana St. | South Berkeley (Area 5) |
| 11/22/2019 | 2587 Le Conte Ave. | University Area (Area 3) |
| 12/6/2019 | 1140 Euclid Ave. | North Berkeley (Area 1) |

ATTACHMENT 3

OMI Eviction Notices Filed With Berkeley Rent Board

| Date of Eviction Notice | Number of Notices Received |
|--|-----------------------------------|
| September – December 2000 *(only four months) | 56 |
| January – June 2001 | 32 |
| July – December 2001 | 21 |
| January – June 2002 | 17 |
| July – December 2002 | 9 |
| January – June 2003 | 13 |
| July – December 2003 | 10 |
| January – June 2004 | 14 |
| July – December 2004 | 5 |
| January – June 2005 | 16 |
| July – December 2005 | 6 |
| January – June 2006 | 10 |
| July – December 2006 | 1 |
| January – June 2007 | 7 |
| July – December 2007 | 2 |
| January – June 2008 | 1 |
| July – December 2008 | 7 |
| January – June 2009 | 7 |
| July – December 2009 | 7 |
| January – June 2010 | 6 |
| July – December 2010 | 3 |
| January – June 2011 | 6 |
| July – December 2011 | 2 |
| January – June 2012 | 5 |
| July – December 2012 | 5 |
| January – June 2013 | 10 |
| July – December 2013 | 3 |
| January-June 2014 | 19 |
| July – December 2014 | 8 |
| January – June 2015 | 16 |
| July – December 2015 | 10 |

| | |
|---|------------|
| January- June 2016 | 17 |
| July-December 2016 | 8 |
| January-June 2017 | 15 |
| July-December 2017 | 4 |
| January – June 2018 | 6 |
| July-December 2018 | 3 |
| January-June 2019 | 12 |
| July – December 2019 | 2 |
| January – June 2020* | 0 |
| July – December 2020* | 0 |
| January – June 2021* | 0 |
| Total Notices Filed 10/2000- 06/2020 | 401 |

* Due to the COVID-19 pandemic, on March 17, 2020 the City of Berkeley passed an Urgency Ordinance placing a moratorium on evictions in most cases, including OMI evictions. As of the end of the current reporting period (June 30, 2021), the moratorium remained in place.



Rent Stabilization Board

RENT STABILIZATION BOARD
EVICTION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Thursday, December 9, 2021

5:30 p.m.

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

Pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., this meeting of the City of Berkeley Rent Stabilization Board's **Eviction/Section 8/Foreclosure Committee** (Committee) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/88546126766?pwd=SHFQb0IzV2Y2bXVZRndyV0ErQUl1Zz09>. 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 1-669-900-6833 and enter Webinar ID: 885 4612 6766 and Passcode: 147959. If you wish to comment during the Public Comment portion of the agenda, Press *9 and wait to be recognized by the Committee Chair.

To submit an e-mail comment to be read aloud during Public Comment, email msiegel@cityofberkeley.info with the Subject line in this format: "PUBLIC COMMENT ITEM FOR EVICTION/SECTION 8 COMMITTEE". Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 3:30 p.m. on the day of the Committee meeting in order to be included.**

Please be mindful that this will be a public meeting and all rules of procedure and decorum will apply for meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at 510-981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



Rent Stabilization Board

RENT STABILIZATION BOARD
EVICITION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Thursday, December 9, 2021 – 5:30 p.m.

AGENDA

1. Roll call
2. Approval of the Agenda
3. Approval of Minutes of the October 14, 2021 meeting
4. Public Comment
5. Presentation/Discussion from Eviction Defense Center and East Bay Community Law Center on current status of evictions
6. Presentation/Discussion Owner Move-In Evictions/Measure AA Report
7. Future Agenda Items
8. Confirm next meeting date (Commissioners: please bring calendars to meeting)
9. Adjournment

STAFF CONTACT: Matthew Siegel – (510) 981.4903

COMMITTEE: Paola Laverde, Mari Mendonca (Chair), John Selawsky, Dominique Walker



RENT STABILIZATION BOARD
IRA / AGA / REGISTRATION COMMITTEE MEETING

Wednesday, December 8, 2021

5:00 p.m.

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

Pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., this meeting of the City of Berkeley Rent Stabilization Board's **IRA/AGA/Registration Committee** (Committee) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/83526663329?pwd=ZkdCRVhkNmt5TnZRQkFQTXU5c0twZ09>. . 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 1-408 638 0968 and enter Webinar ID: 835 2666 3329 and Passcode: 938658. If you wish to comment during the Public Comment portion of the agenda, Press *9 and wait to be recognized by the Committee Chair.

To submit an e-mail comment to be read aloud during Public Comment, email mbrown@cityofberkeley.info with the Subject line in this format: "PUBLIC COMMENT ITEM FOR IRA/AGA COMMITTEE". Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 3:00 p.m. on the day of the Committee meeting in order to be included.**

Please be mindful that this will be a public meeting and all rules of procedure and decorum will apply for meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at 510-981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



Rent Stabilization Board

RENT STABILIZATION BOARD
IRA / AGA / REGISTRATION COMMITTEE MEETING

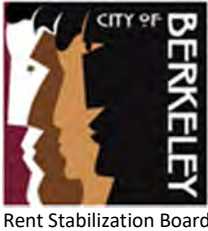
Wednesday, December 8, 2021 – 5:00 p.m.

AGENDA

1. Roll call
2. Approval of the agenda
3. Approval of minutes from the October 13, 2021 meeting (Attached to agenda)
4. Public Comment
5. Discussion and possible action regarding amending Regulations 801 and 1311 to make clear that landlords may not evict tenants from the rental property until all current registration information has been filed with the Board (See attached staff report)
6. Discussion regarding the City's General Plan
7. Discussion and possible action regarding potential 2022 ballot initiatives to amend the Berkeley Rent Ordinance
8. Discussion and possible action regarding policies to protect co-signors for student housing
9. Discussion and possible action regarding future agenda items
 - ➔ Tenant Occupancy Limits (Commissioner Johnson)
10. Confirm next meeting date
11. Adjournment

STAFF CONTACT: Matt Brown, Acting Executive Director (510) 981-4930

COMMITTEE: Soli Alpert, Xavier Johnson, Andy Kelley (Chair), Leah Simon-Weisberg



**RENT STABILIZATION BOARD
OUTREACH COMMITTEE MEETING**

Wednesday, December 15, 2021

5:00 p.m.

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

Pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., this meeting of the City of Berkeley Rent Stabilization Board (Rent Board) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/87457803466?pwd=SmcrUFRxS2N5Z0VwdHpWQjhmOGRIdz09>. 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 1-669-900-6833, enter Webinar ID: 874 5780 3466 and Passcode: 991321. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Committee Chair.

To submit an e-mail comment to be read aloud during public comment, email mlaw@cityofberkeley.info with the Subject line in this format: "PUBLIC COMMENT ITEM FOR OUTREACH COMMITTEE". Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 3:00 p.m. on the day of the Committee meeting in order to be included.**

Please be mindful that this will be a public meeting and all other rules of procedure and decorum will apply for meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at (510) 981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



Rent Stabilization Board

**RENT STABILIZATION BOARD
OUTREACH COMMITTEE MEETING**

Wednesday, December 15, 2021 – 5:00 p.m.

AGENDA

1. Roll call (2 min)
2. Approval of the Agenda (2 min)
3. Approval of the Minutes of the November 17, 2021 Meeting (5 min)
4. Public Comment (5 min)
5. Discussion and Update/Possible Action re Tenant Survey (5 min)
6. Discussion and Update/Possible Action re City Website (5 min)
7. Discussion/Update/Possible Action Fair Chance Ordinance (10 min)
8. Discussion/Possible Action re Eviction/COVID-19 Relief (5 min)
9. Staff Report: Recent and Upcoming Webinars, Workshops (2 min)
10. Schedule Next Meeting Date (2 min)
11. Future Agenda Items (5 min)
12. Adjournment (2 min)

STAFF CONTACT: Moni T. Law, Housing Counselor (510) 981-4906, Ext. 704

COMMITTEE: James Chang, Andy Kelley, Paola Laverde (Chair), Mari Mendonca