



**RENT STABILIZATION BOARD
Regular Meeting**

Thursday, July 20, 2023 – 7:00 p.m.

School District Board Room – 1231 Addison Street, Berkeley

Teleconference location: 1001 16th Street NW, Washington, D.C. 20036

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

For in-person attendees, face coverings or masks that cover both the nose and the mouth are encouraged. If you are feeling sick, please do not attend the meeting in person.

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/81315510979?pwd=LytGV2RZUDNrNVI4NHRJWkhHcVhSUT09>. 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: 813 1551 0979 and Passcode: 101882. 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 a written communication for the Board’s consideration and inclusion in the public record, please email amueller@cityofberkeley.info with the Subject line in this format: “RENT BOARD MEETING PUBLIC COMMENT ITEM.” Please observe a 150-word limit. **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.**

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COMMUNICATION ACCESS INFORMATION:

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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. **Land Acknowledgment Statement**: The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun- (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. – 2 min.*
3. **Approval of Agenda** – 1 min.*
4. **Public Comment** – 2 min. per speaker for *non*-agendized items*
5. **Public Comment** – 2 min. per speaker for items on the agenda*
6. **SPECIAL PRESENTATION**: Eviction Defense Center (EDC) and East Bay Community Law Center (EBCLC) update on Berkeley eviction trends and data during the Eviction Moratorium Transition – 25 min.*
Presenters: Anne T. Omura, EDC Executive Director; and Linda Yu, EBCLC Co-Director, Housing Practice
7. **CONSENT ITEMS** – 1 min.*
 - a. Approval of the June 15th regular meeting minutes

- b. Recommendation to authorize staff to restore Chair Simon-Weisberg’s stipend deduction for a committee meeting absence on May 15, 2023 (Chair Simon-Weisberg)
- c. Recommendation to authorize staff to restore Commissioner Kelley’s stipend deduction for a committee meeting absence on July 10, 2023 (Vice-Chair Alpert)
- d. Proposal to approve staff recommendations on the following requests for waivers of late registration penalties (Executive Director/Registration Unit Manager)

Ministerial Waivers

Property Address

1709 SHATTUCK

1324 BURNETT

2818 MABEL

1916 STUART

1940 FRANCISCO

8. 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. T-5986 and T-5987 (1619 Walnut Street, Units A & B)

Both Tenants and Landlord filed an appeal of a hearing decision granting in part and denying in part Tenants’ Petition for Individual Rent Adjustment (“petition”), seeking a rent reduction due to certain claimed habitability and code violations of the rental units located at 1619 Walnut Street, Units A & B, Berkeley, CA (“premises”).

On appeal, Tenants claim that the hearing examiner erred in his determination that the heating system at the premises did not constitute a violation of the implied warranty of habitability and further take issue with his application of rent ceiling reductions and Annual General Adjustments (“AGAs”) for October through December 2022. The Landlord appeals on the basis that the hearing examiner misapplied the standard of evidence relating to the cockroach infestation and insufficient heat. However, a review of the record shows that the hearing examiner awarded appropriate deductions of rent and properly addressed AGAs for the premises. Furthermore, the record shows that the hearing examiner’s decision is supported by substantial evidence and the decision of the hearing examiner should be affirmed.

9. ACTION ITEMS

from Board Members, Committees, Executive Director or Staff

Public comment will also be heard prior to the Board’s vote on each action item listed below – 1 min. per speaker

- a. Chair Update (Chair Simon-Weisberg) – 5 min.*
- b. Recommendation to adopt Resolution 23-22 authorizing the Executive Director to execute a new contract with Public Interest Advocates for legislative advocacy services for a term of two years and an amount not to exceed \$120,000 (Executive Director) – 10 min.*

10. INFORMATION, ANNOUNCEMENTS AND ARTICLES/MEDIA

from Board Members, Committees, Executive Director or Staff

NOTE: The Board may vote to move Information Items to the Action calendar.

- a. Eviction Moratorium outreach update – *Verbal* (Public Information Unit Manager) – 5 min.*
- b. Copy of July 2023 Eviction Moratorium Transition Period postcard sent to Berkeley landlords and tenants (Executive Director) – 2 min.*
- c. “Registration 365” presentation by Amanda Eberhart (Registration Unit Manager) – 20 min.*
- d. Year Over Year Comparison of Registration Fees Collected as of July 14, 2023 (Registration Unit Manager) – 5 min.*
- e. Copy of Appeal Opinion and California Supreme Court Order denying review in *NCR Properties, LLC v. City of Berkeley et al.* (Legal Unit) – 3 min.*
- f. Updated Appendix B of Rent Board Regulations, Chapter 12 – US Bureau of Labor Statistics CPI Information (Executive Director/Legal Unit) – 1 min.*
- g. Updated Appendix C of Rent Board Regulations, Chapter 12 – US Department of Housing and Urban Development Lower Income Limits (Executive Director/Legal Unit) – 1 min.*
- h. Updated Commissioner attendance at Board and Committee meetings through the 2nd quarter of 2023 (Board Secretary) – 1 min.*
- i. Date to submit agenda topics/items for August’s regular Rent Board meeting: **Monday, August 7th by 5:00 p.m.** (Board Secretary)

11. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS

- a. Budget & Personnel Committee (Commissioner Walker, Chair) – 5 min.*
Next regularly-scheduled meeting: To Be Announced (TBA)
- b. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair) – 5 min.*

Next regularly-scheduled meeting: Tuesday, July 18th at 5:00 p.m.

July 18th agenda

- c. Legislation, IRA/AGA & Registration Committee (LIRA Committee)
(Commissioner Kelley, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA

- d. Outreach Committee (Vice-Chair Alpert, Chair) – 5 min.*
Next regularly-scheduled meeting: Tuesday, July 18th at 6:00 p.m.

July 18th agenda

- e. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board – 5 min.*
(Mayor Arreguín and Chair Simon-Weisberg, Co-Chairs)
Next regularly-scheduled meeting: TBA

- f. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District
(Chair TBA) – 5 min.*
Next meeting date: TBA

- g. Ad Hoc Committee on Environmental Sustainability (Commissioner Martinac, Chair) – 5 min.*
Next meeting date: TBA

June 28th agenda

- h. Updates and Announcements – 5 min.*
- i. Discussion of items for possible placement on future agenda – 5 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

Regular Meeting

Thursday, June 15, 2023 – 7:00 p.m.

School District Board Room – 1231 Addison Street, Berkeley

Teleconference location: 3225 Simon Rd, Manitowoc, WI 54220

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Thursday, June 15, 2023

7:00 p.m.

School District Board Room – 1231 Addison Street, Berkeley
Teleconference location: 3225 Simon Rd, Manitowoc, WI 54220

Regular Meeting Minutes - *Unapproved*

1. **Roll call** – Chair Simon-Weisberg called the meeting to order at 7:03 p.m.
Aimee Mueller called roll.
Commissioners present: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell (arrived at 7:15 p.m.), Walker, Simon-Weisberg (via Zoom)
Staff present: Brown, Bursell, Cole, Dahl, Eberhart, Mueller, Williams

2. **CLOSED SESSION:** The Board convened in closed session pursuant to Government Code Section 54956.8:

Update and possible action on lease negotiations for potential office rental space

Upon returning from closed session, Chair Simon-Weisberg announced: The Board met in Closed Session to discuss lease negotiations for new office space located at 2000 Center Street, and has authorized the Executive Director to execute a lease agreement for space in that building. The terms of that agreement will be further defined when the Board reaches Action Item 8.j. where it will vote to adopt Resolution 23-21.

3. **Land Acknowledgment Statement:** The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun- (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.

The Land Acknowledgement Statement was played aloud.

4. Approval of Agenda

M/S/C (Alpert/Kelley) APPROVE THE AGENDA WITH THE FOLLOWING CHANGES: MOVE ACTION ITEMS 8.c., 8.d., 8.e., 8.f., 8.g. AND 8.k. TO CONSENT; MOVE THE MINISTERIAL WAIVERS FOR 1232 ASHBY AND 1419 MILVIA FROM CONSENT TO ACTION; AND TABLE INFORMATION ITEM 9.b. TO THE NEXT MEETING. Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

5. **Public Comment** – *non*-agendized items. There were no speakers.

6. **Public Comment** – items on the agenda. Carrie Yateman spoke regarding the ministerial waiver for 1232 Ashby.

7. CONSENT ITEMS

Action items 8.c., 8.d., 8.e., 8.f., 8.g. and 8.k. were moved to Consent, and the Ministerial Waivers for 1232 Ashby and 1419 Milvia were moved to Action by a prior vote of the Board.

- a. Approval of the May 18th regular meeting minutes
- b. Proposal to approve staff recommendations on the following requests for waivers of late registration penalties (Executive Director/Registration Unit Manager)

Ministerial Waivers

Property Address

2407-2409 HILLSIDE
1232 ASHBY
3335 CALIFORNIA
2907 DERBY
1325 ADDISON
1842 63RD
2210 CURTIS
1419 MILVIA
2720-2722 RUSSELL
2501 DANA
2825 DOHR
94 ROCK LANE
1440 WALNUT

Discretionary Waivers

<u>Waiver No.</u>	<u>Property Address</u>
W5082	1811 DELAWARE
W5083	2915 BENVENUE
W5084	1625 8TH ST
W5085	3001 TELEGRAPH
W5086	2756 ACTON and 2385 OAK

M/S/C (Johnson/Alpert) APPROVE ITEM 7.a. AS WRITTEN; APPROVE ITEM 7.b. AS WRITTEN EXCEPT THE MINISTERIAL WAIVERS FOR 1232 ASHBY AND 1419 MILVIA; AND APPROVE ITEMS 8.c., 8.d., 8.e., 8.f., 8.g. AND 8.k. AS WRITTEN. Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

8. ACTION ITEMS

from Board Members, Committees, Executive Director or Staff

Public comment was heard prior to the Board's vote on each action item listed below – there were no speakers.

Action items 8.c. 8.d., 8.e., 8.f., 8.g., and 8.k. were moved to Consent, and the Ministerial Waivers for 1232 Ashby and 1419 Milvia were moved to Action by a prior vote of the Board.

Ministerial Waivers for 1232 Ashby and 1419 Milvia:

M/S/C (Kelley/Alpert) APPROVE THE STAFF RECOMMENDATIONS FOR 1232 ASHBY AND 1419 MILVIA AS WRITTEN. Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- a. Chair Update (Chair Simon-Weisberg) – Chair Simon-Weisberg reported that there is a large uptick in evictions at the courthouse, and noted that staff are now posting on the Rent Board's website data about eviction notices filed with the Board.
- b. Special presentation on the Fiscal Year (FY) 2023-2024 Budget, Staffing Model and Expenditure Level (Senior Planner Lief Bursell & Executive Director) – Senior Planner Bursell presented, and he and Executive Director Williams took questions from the Board.

- (1) Recommendation to adopt Resolution 23-13 approving the FY 2023-2024 Line-item Budget, Staffing Model and Expenditure Level (Budget & Personnel Committee and Executive Director)

M/S/C (Walker/Alpert) ADOPT RESOLUTION 23-13 AS WRITTEN.
Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero,
Martinac, Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None;
ABSENT: None. Carried: 9-0-0-0.

- c. Recommendation to adopt Resolution 23-14 authorizing the Executive Director to execute a new contract with the Eviction Defense Center in an amount not to exceed \$435,500 annually for FY 2023-2024 and FY 2024-2025 (Executive Director) – MOVED TO CONSENT BY A PRIOR VOTE OF THE BOARD.
- d. Recommendation to adopt Resolution 23-15 authorizing the Executive Director to execute a new contract with the East Bay Community Law Center in an amount not to exceed \$423,605 annually for FY 2023-2024 and FY 2024-2025 (Executive Director) – MOVED TO CONSENT BY A PRIOR VOTE OF THE BOARD.
- e. Recommendation to adopt Resolution 23-16 authorizing the Executive Director to modify the contract with Brian Augusta & Associates for legislative advocacy services by extending the term through July 31, 2023, and increasing the contract by an amount not to exceed \$7,000 (Executive Director) – MOVED TO CONSENT BY A PRIOR VOTE OF THE BOARD.
- f. Recommendation to adopt Resolution 23-17 authorizing the Executive Director to modify the contract with Berkeley Community Media to capture and telecast all Board meetings by extending the term through June 30, 2024, and increasing the contract by an amount not to exceed \$22,000 for FY 2023-2024 (Executive Director) – MOVED TO CONSENT BY A PRIOR VOTE OF THE BOARD.
- g. Discussion and possible action to adopt Resolution 23-18 in support of Virtual Net Energy Metering and transmit copies of the Resolution to Governor Gavin Newsom, State Senator Nancy Skinner, Assemblymember Buffy Wicks, and members of the California Public Utilities Commission Board (Chair Simon-Weisberg & Commissioner Martinac) – MOVED TO CONSENT BY A PRIOR VOTE OF THE BOARD.
- h. Recommendation to adopt Resolution 23-19 adjusting Executive Director DéSeana Williams’ salary according to the terms of her existing employment agreement (Chair Simon-Weisberg & Vice Chair Alpert)

Prior to the Board’s vote, Chair Simon-Weisberg stated for the record: A motion has been made and seconded regarding the modification to the existing employment agreement with DéSeana Williams, Executive Director of the Berkeley Rent Stabilization Board, by adopting Resolution 23-19. Pursuant to Government Code section 54953(c), the summary of compensation must be orally reported prior to taking final action. The proposed modification adjusts the Executive Director’s monthly base salary of \$21,275.80 to \$21,488.48 effective during the pay cycle beginning July 2023, when the cost-of-living salary increase

for unrepresented employees in Unit Z1 is implemented. This salary adjustment is made pursuant to Section 3 of Ms. Williams' existing employment agreement. All other terms of the existing employment agreement will remain the same.

M/S/C (Johnson/Walker) APPROVE RESOLUTION 23-19 AS WRITTEN. Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- i. Recommendation to adopt Resolution 23-20 adjusting General Counsel Matt Brown's salary according to the terms of his existing employment agreement (Chair Simon-Weisberg & Vice Chair Alpert)

Prior to the Board's vote, Chair Simon-Weisberg stated for the record: A motion has been made and seconded regarding the modification to the existing employment agreement with Matt Brown, General Counsel of the Berkeley Rent Stabilization Board, by adopting Resolution 23-20. Pursuant to Government Code section 54953(c), a summary of compensation must be orally reported prior to taking final action. The proposal adjusts the General Counsel's monthly base salary of \$19,592.21 to \$19,788.08 effective during the pay cycle beginning in July 2023, when the cost-of-living salary increase for unrepresented employees in Unit Z1 is implemented. This salary adjustment is made pursuant to Section 3 of Mr. Brown's existing employment agreement. All other terms of the employment agreement will remain the same.

M/S/C (Johnson/Elgstrand) APPROVE RESOLUTION 23-20 AS WRITTEN. Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- j. Discussion and possible action to adopt Resolution 23-21 to authorize the Executive Director to sign a new lease agreement for Rent Board office space at 2020 Center Street (Chair Simon-Weisberg & Executive Director)

M/S/C (Marrero/Martinac) APPROVE RESOLUTION 23-21 AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A NEW LEASE AGREEMENT FOR RENT BOARD OFFICE SPACE AT 2000 CENTER ST. AS READ ALOUD INTO THE RECORD. Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- k. Discussion and possible action to authorize staff to restore Commissioner Kelley's stipend deduction for committee meeting absences in May 2023 (Commissioner Kelley) – MOVED TO CONSENT BY A PRIOR VOTE OF THE BOARD.

9. **INFORMATION, ANNOUNCEMENTS AND ARTICLES/MEDIA**

from Board Members, Committees, Executive Director or Staff

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

- a. Eviction Moratorium outreach update – *Verbal* (Public Information Unit Manager) – Public Information Unit Manager Nate Dahl updated the Board on eviction notices received by the Board, and highlighted that this data will be updated weekly on the Rent Board’s COVID-19 webpage.
- b. “Registration 365” presentation by Amanda Eberhart (Registration Unit Manager) – Tabled to the July meeting by a prior vote of the Board.
- c. May 31, 2023 *Berkeleyside* article by Kori Suzuki titled, “After decades of homelessness, he had finally secured an apartment in Berkeley. Now, he’s being evicted” (Chair Simon-Weisberg)
<https://www.berkeleyside.org/2023/05/31/berkeley-man-faces-eviction-40-years-homelessness>
- d. Date to submit agenda topics/items for July’s regular Rent Board meeting:
Monday, July 10th by 5:00 p.m. (Board Secretary)

10. **COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS**

- a. Budget & Personnel Committee (Commissioner Walker, Chair) – Committee Chair Walker noted that the Board considered today the items the Committee had been working on, like the budget and staffing model and the office relocation.
Next regularly-scheduled meeting: Thursday, July 6th at 5:30 p.m.

June 1st agenda

- b. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair) – Committee Chair Elgstrand reported that the Committee will meet in July to take up the foreclosure report.
Next regularly-scheduled meeting: To Be Announced (TBA)
- c. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Commissioner Kelley, Chair)
Next regularly-scheduled meeting: TBA
- d. Outreach Committee (Vice-Chair Alpert, Chair) – Committee Chair Alpert reported that, at their next meeting, the Committee expects to receive a draft of the report on the Tenant Survey that is close to being final. The final draft of the report is expected to be ready by the next Board meeting.
Next regularly-scheduled meeting: Monday, June 12th at 5:30 p.m.

June 12th agenda

- e. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board
(Mayor Arreguín and Chair Simon-Weisberg, Co-Chairs)
Next regularly-scheduled meeting: Thursday, June 29th at 3:00 p.m.
- f. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District
(Chair TBA)
Next meeting date: Monday, June 26th at 5:30 p.m.
- g. Ad Hoc Committee on Environmental Sustainability (Commissioner Martinac,
Chair) – Committee Chair Martinac reported that the Committee is looking at a
meeting date in late June.
Next meeting date: TBA
- h. Updates and Announcements – Commissioners encouraged everyone to come to
Berkeley’s Juneteenth celebration on Sunday, June 18.
- i. Discussion of items for possible placement on future agenda

11. ADJOURNMENT

M/S/C (Johnson/Marrero) ADJOURN IN HONOR OF INCARCERATED
INDIVIDUALS WHO PROVIDE FORCED LABOR, AND IN HONOR OF PRIDE
MONTH. Roll call vote. YES: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac,
Mizell, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None.
Carried: 9-0-0-0.



Rent Stabilization Board

DATE: July 20, 2023
TO: Honorable Members of the Berkeley Rent Stabilization Board
FROM: Chair Simon-Weisberg
SUBJECT: Request for stipend deduction reimbursement for missed committee meeting(s)

I was absent from the 2 x 2 Joint Committee on Housing meeting on May 15, 2023, due to inability to attend. I am requesting that the Board authorize staff to restore the corresponding amount deducted from my stipend for this absence.

Thank you.



Rent Stabilization Board

DATE: July 20, 2023

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Vice Chair Alpert

SUBJECT: Request for stipend deduction reimbursement for Commissioner Kelley for missed committee meeting

Commissioner Kelley was absent from the Outreach Committee meeting on July 10th, 2023, due to an urgent medical emergency. As Chair of the Outreach Committee, I am requesting that the Board authorize staff to restore the corresponding amount to be deducted from his stipend for this absence.

Thank you.



Rent Stabilization Board

RENT STABILIZATION BOARD

DATE: July 20, 2023

TO: Honorable Members of the Rent Stabilization Board

FROM: DéSeana Williams, Executive Director

BY: Amanda Eberhart, Registration Unit Manager

SUBJECT: Request for waiver of late registration penalties

Recommendation:

That the Board approves 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 a "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 the staff has incorrectly applied the criteria listed in Regulation 884 (B) (1-12).

Ministerial Waivers

In accordance with Regulation 884, the Executive Director reviews waiver requests that do not meet the criteria enumerated in Regulation 883. The following waiver request will be decided Ministerially unless the Board has reason to believe the underlying basis of the recommended assessment is inappropriate. Please see the attached Ministerial Waiver Analysis and Recommendation for additional details.

Waiver	Property Address	Owner	Penalty Assessed	Penalty Waived	Penalty Imposed
	1709 SHATTUCK	UNIVERSITY PARK BERKELEY LLC	21,990.00	10,995.00	10,995.00
	1324 BURNETT	REO HOMES 3 LLC	168.00	84.00	84.00
	2818 MABEL	BALLY SINGH	348.00	174.00	174.00
	1916 STUART	CHERYL & ERIC CHIU	250.00	250.00	
	1940 FRANCISCO	FREDRIKA NEWTON	1,000.00	1,000.00	
TOTAL			23,756.00	12,503.00	11,253.00

Financial Impact: Ministerial Waivers

Approval of the Executive Director’s recommendations will decrease the Board’s current accounts receivable by **\$12,503**.

Name and Telephone Number of Contact Person:

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

Ministerial Waiver Analysis and Recommendation

Address	Details
<p>1709 SHATTUCK</p>	<p>The property located at 1709 Shattuck is a multi-residential property consisting of 89 units. In the last five fiscal years, the property owner has paid the 22/23 registration fees late. The owner states in their waiver that, “due to financial challenges brought on by Covid and the eviction moratorium, caused an ongoing cash flow issue”. Staff notes, since the 20/21 registration cycles the Board has approved Covid waivers for owners impacted by Covid. It is not known at this time why the property owner did not take advantage of those relief periods. A search of Rent Board records will show this property owner’s billing code “BERUNI” was listed under the 22/23 collections project for unpaid registration fees (Please see attached collections letter and bill) During the collections project. Registration Admins offered to waive 50% of the penalties. Unfortunately, the property owner did not want to take the settlement offer. Per regulation 883 J, properties that have been identified for Collections are offered the same settlement waiver with the Board. This property qualifies to have 50% of the penalty waived. Staff recommends waiving 50% of the penalty.</p> <p>Commissioner Notes: The Registration Supervisor called and confirmed with the property manager that University Park LLC does not own any other properties in the city of Berkeley.</p>
<p>1324 BURNETT</p>	<p>The property located at 1324 Burnett is a single-family home that registered with the Rent Board for the first time in November 2022. Unfortunately, there are not five years of fiscal data to review. The owner states in their waiver that, “they mailed the VR on October 25th and never received the PIN or APN to log into the portal”. A search of Rent Board records will show this property was added to the Rent Registry database on November 17th. Per the ordinance property owners have 60 days to pay any outstanding pro-rated registration fees or a pro-rated penalty charge is applied. The property owner paid their registration fees on March 17th. It is unclear why the owner was unable to log in to the portal. Included in their waiver evidence packet is a copy of a registration bill with the APN and PIN on the bill. Staff has confirmed that as of July 7th, the PIN on the bill is still the owner’s current PIN. Additionally, Rent Board Records will also show the billing code “LLCREO” which was listed under the 22/23 collections project for unpaid registration fees (Please see attached collections letter and bill) During the collections project Registration Admins offered to waive 50% of the penalties. Unfortunately, the property owner did not want to take the settlement offer at that time. Per regulation 883 J, properties that have been identified for Collections are offered the same settlement waiver with the Board. This property qualifies to have 50% of the penalty waived. Staff recommends waiving 50% of the penalty.</p> <p>Commissioner Notes: A search of Real Quest Records will show REO LLC is split into 3 different LLCs. REO HOMES LLC, REO HOMES 2 LLC, and REO HOMES 3 LLC. All of the combined LLCs own a total of 222 properties in the City of Oakland, 2 properties in the City of Emeryville, and 2 properties in the City of Berkeley.</p>

Ministerial Waiver Analysis and Recommendation

2818 MABEL	<p>The property located at 2818 Mabel is a single-family home that registered with the Rent Board for the first time in May 2022. Unfortunately, there are not five years of fiscal data to review. The owner states in their waiver that, “they mailed the VR on May 12 and never received the PIN or APN to log into the portal”. A search of Rent Board records will show this property was added to the Rent Registry database on May 13th. Per the ordinance property owners have 60 days to pay any outstanding pro-rated registration fees or a pro-rated penalty charge is applied. The property owner paid their registration fees on March 17th. It is unclear why the owner was unable to log in to the portal. Included in their waiver evidence packet is a copy of a registration bill with the APN and PIN on the bill. Staff has confirmed that as of July 7th, the PIN on the bill is still the owner’s current PIN. Additionally, Rent Board Records will also show the billing code “SINBAL2” which was listed under the 22/23 collections project for unpaid registration fees (Please see attached collections letter and bill) During the collections project Registration Admins offered to waive 50% of the penalties. Unfortunately, the property owner did not want to take the settlement offer at that time. Per regulation 883 J, properties that have been identified for Collections are offered the same settlement waiver with the Board. This property qualifies to have 50% of the penalty waived. Staff recommends waiving 50% of the penalty</p>
1916 STUART	<p>The Property located at 1916 Stuart is a fully covered triplex. In the last five fiscal years, the property owner has been granted a waiver in the 20/21 registration cycle and has taken advantage of the COVID Amnesty in the 22/23 registration cycle. In their waiver request the property owner states they had an illness that prevented them from paying and didn't get to mail the check until 6/27. A search of Rent Board records will show that the owner submitted a check before the payment deadline. Unfortunately, there was a Rent Registry Portal error that did not record the payment as on time and penalties were charged to the account. During the 22/23 Internal Audit and Compliance Review, Registration Administrators corrected the oversight and credited the account \$250. Based on the date payment was received this property qualified to have 100% of the penalty fee removed. 100% of the penalty has already been credited to the account. No staff action is necessary at this time.</p>
1940 FRANCISCO	<p>The Property located at 1940 Francisco is a 2,3 or 4 single family home. A search of Rent Board records will show that the owner submitted a check before the payment deadline. Unfortunately, there was a Rent Registry Portal error that did not record the payment as on time and penalties were charged to the account. During the 22/23 Internal Audit and Compliance Review, Registration Administrators corrected the oversight and credited the account \$1,000. Based on the date payment was received this property qualified to have 100% of the penalty fee removed. 100% of the penalty has already been credited to the account. No staff action is necessary at this time</p>



March 6, 2023

Re: Past Due Registration Fees/Penalties

Current or Former Property Owner:

As the owner of a residential rental property that appears to be covered by the local rent control Ordinance, **your property is delinquent, and an outstanding balance is due.**

Enclosed you will find a registration bill and other materials pertaining to your property. The bill reflects outstanding registration fees and/or currently owed penalties. Our office has recently begun the process for collection proceedings for failure to pay past registration fees and/or penalties on the rental units at your property address.

We would appreciate your assistance in resolving this matter as soon as possible. As of today, you have yet to respond to our bills, notices of nonpayment, and/or other correspondence regarding your account. If we do not hear from you **by March 31, 2023**, we will file a lawsuit with the court to collect the monies due to the Rent Board.

Please note that the subject of this letter and the collection proceedings mentioned only refer to past years' registration fees and/or penalties and not to the upcoming 2023/2024 registration fee that will be due July 1, 2023.

Please be advised that landlords of units not in compliance with the registration requirements of the City of Berkeley's Rent Ordinance are not allowed to take the Annual General Adjustment (AGA) rent increases or initiate any eviction proceedings against a tenant. In addition, tenants in units that are out of compliance may initiate a petition to withhold rent based on the landlord's noncompliance with the Ordinance.

If you wish to settle your account or believe that you do not owe any money to our Agency, please contact the Registration Unit at 510-981-7368, Ext. 2 or at rentregistry@cityofberkeley.info.

Sincerely,

DéSeana Williams
Executive Director

Enclosures

PAST DUE

CITY OF BERKELEY
Rent Stabilization Program
2125 Milvia Street, Berkeley, CA 94704
Phone: 510-981-7368; Fax: 510-981-4910

REGISTRATION YEAR

07/01/2022 - 06/30/2023

BILLING CODE

BERUNI

DUE DATE

07/01/2022

UNIVERSITY PARK BERKELEY, LLC
1709 SHATTUCK AVE
BERKELEY, CA 94709

ASSESSOR PARCEL NUMBER : 058217700100 **PIN :** 969056
PROPERTY ADDRESS : 1709 SHATTUCK AVE BERKELEY CA 94709

FEE STRUCTURE	Annual Fee Per Unit	Number of Units	Total
Fully Covered Units - (\$21/Month Prorated Fee)	\$ 250.00	88	\$ 21,840.00
Partially Covered (Measure MM) Units - (\$12/Month Prorated Fee)	\$ 150.00	1	\$ 150.00
Exempt Units	\$ 0.00	0	\$ 0.00

City of Berkeley Rent Stabilization Ordinance requires owners of residential units that are rented or available for rent to pay an annual registration fee by July 1. A 100 % penalty will be assessed on the outstanding registration fee in July and every six months that it remains unpaid. Formerly exempt units must be registered within 60 days to avoid the assessment of penalties.

This bill is past due. If payment is not made by the due date, a penalty will be assessed.

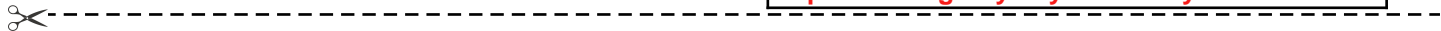
Current Fees	\$840.00
Previous Fees	\$0.00
Penalties	\$21,990.00
Total Due	\$22,830.00

REQUIRED ACTION

Property owners may pay the amount on this billing statement by mail with a check only. Make checks payable to the City of Berkeley. Do not mail cash or credit card information.

If you wish to pay with a credit card you may do so in person at our office or online at:

<https://rentregistry.cityofberkeley.info>



Mail To: **Registration Year:** 07/01/2022 - 06/30/2023 **Due Date:** PAST DUE

Berkeley Rent Board
2125 Milvia Street
Berkeley, CA 94704

PROPERTY ADDRESS : 1709 SHATTUCK AVE BERKELEY CA 94709
APN : 058217700100
BILLING CONTACT: UNIVERSITY PARK BERKELEY, LLC
CURRENT FEES : \$840.00
PREVIOUS FEES: \$0.00
PENALTIES : \$21,990.00
TOTAL DUE : \$22,830.00

Units Paid For:

Amount Enclosed (Checks Only):



UNIT STATUS FORM

Rent Stabilization Board

1709 SHATTUCK

03/03/2023

UNIT STATUS: 89 UNITS 0 EXEMPT

CHANGE OF ADDRESS:

UNIVERSITY PARK BERKELEY, LLC

1709 SHATTUCK AVE

BERKELEY, CA 94709

UNIVERSITY PARK BERKELEY, LLC

1709 SHATTUCK AVE

BERKELEY, CA 94709

Phone : _____

E-mail : _____

Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
1709 SHATTUCK AVE BERKELEY CA	100	RENTED	08/01/1982	05/31/1980
1709 SHATTUCK AVE BERKELEY CA	101	RENTED	05/06/2012	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	102	RENTED	07/06/2012	08/15/2019
1709 SHATTUCK AVE BERKELEY CA	103	RENTED	07/01/2011	08/01/2018
1709 SHATTUCK AVE BERKELEY CA	104	RENTED	08/05/2011	10/01/2016
1709 SHATTUCK AVE BERKELEY CA	105	RENTED	05/27/2011	05/27/2011
1709 SHATTUCK AVE BERKELEY CA	106	RENTED	12/29/1984	08/15/2018
1709 SHATTUCK AVE BERKELEY CA	107	RENTED	07/01/2011	03/01/2022
1709 SHATTUCK AVE BERKELEY CA	108	RENTED	06/15/2010	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	109	RENTED	07/15/2004	02/01/2019
1709 SHATTUCK AVE BERKELEY CA	110	RENTED	07/15/2011	06/15/2017
1709 SHATTUCK AVE BERKELEY CA	111	RENTED	11/12/2011	08/01/2022

Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
1709 SHATTUCK AVE BERKELEY CA	112	RENTED	08/25/2010	08/01/2022
1709 SHATTUCK AVE BERKELEY CA	113	RENTED	08/29/2011	05/15/2015
1709 SHATTUCK AVE BERKELEY CA	114	RENTED	03/01/2011	08/01/2022
1709 SHATTUCK AVE BERKELEY CA	115	RENTED	09/17/2010	08/13/2022
1709 SHATTUCK AVE BERKELEY CA	116	RENTED	08/17/2004	01/07/2023
1709 SHATTUCK AVE BERKELEY CA	117	RENTED	09/01/2012	04/22/2022
1709 SHATTUCK AVE BERKELEY CA	118	RENTED	07/17/2010	09/01/2019
1709 SHATTUCK AVE BERKELEY CA	119	RENTED	07/27/2012	01/02/2023
1709 SHATTUCK AVE BERKELEY CA	120	RENTED	07/01/2002	09/03/2004
1709 SHATTUCK AVE BERKELEY CA	121	RENTED	06/01/2013	01/26/2022
1709 SHATTUCK AVE BERKELEY CA	122	RENTED	06/06/1982	05/31/1980
1709 SHATTUCK AVE BERKELEY CA	123	RENTED	01/04/2010	08/03/2022
1709 SHATTUCK AVE BERKELEY CA	124	RENTED	04/18/2008	01/01/2005
1709 SHATTUCK AVE BERKELEY CA	125	RENTED	09/17/2010	08/14/2022
1709 SHATTUCK AVE BERKELEY CA	126	RENTED	06/19/1998	06/19/1998
1709 SHATTUCK AVE BERKELEY CA	128	RENTED	11/23/2022	08/22/2022
1709 SHATTUCK AVE BERKELEY CA	129	RENTED	11/23/2022	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	200	RENTED	07/29/2010	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	201	RENTED	01/01/2011	01/01/2011
1709 SHATTUCK AVE BERKELEY CA	202	RENTED	06/01/2012	08/01/2018
1709 SHATTUCK AVE BERKELEY CA	203	RENTED	08/01/2012	08/13/2022
1709 SHATTUCK AVE BERKELEY CA	204	RENTED	03/01/2010	03/01/2010
1709 SHATTUCK AVE BERKELEY CA	205	RENTED	09/02/1999	09/02/1999
1709 SHATTUCK AVE BERKELEY CA	206	RENTED	08/01/2011	11/02/2021
1709 SHATTUCK AVE BERKELEY CA	207	RENTED	03/07/2005	03/18/2005

Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
1709 SHATTUCK AVE BERKELEY CA	208	RENTED	06/01/2011	02/01/2019
1709 SHATTUCK AVE BERKELEY CA	209	RENTED	02/10/2012	08/16/2022
1709 SHATTUCK AVE BERKELEY CA	210	RENTED	08/28/2012	08/23/2022
1709 SHATTUCK AVE BERKELEY CA	211	RENTED	06/01/2011	08/19/2022
1709 SHATTUCK AVE BERKELEY CA	212	RENTED	03/01/2011	05/01/2018
1709 SHATTUCK AVE BERKELEY CA	213	RENTED	08/10/2009	08/08/2022
1709 SHATTUCK AVE BERKELEY CA	214	RENTED	02/01/2011	07/29/2022
1709 SHATTUCK AVE BERKELEY CA	215	RENTED	11/20/2006	03/01/2018
1709 SHATTUCK AVE BERKELEY CA	216	RENTED	08/01/2010	09/28/2019
1709 SHATTUCK AVE BERKELEY CA	217	RENTED	04/20/2011	04/20/2011
1709 SHATTUCK AVE BERKELEY CA	218	RENTED	03/25/2012	01/15/2019
1709 SHATTUCK AVE BERKELEY CA	219	RENTED	06/01/1992	05/31/1980
1709 SHATTUCK AVE BERKELEY CA	220	RENTED	06/01/2012	08/12/2022
1709 SHATTUCK AVE BERKELEY CA	221	RENTED	01/01/1988	08/15/2021
1709 SHATTUCK AVE BERKELEY CA	222	RENTED	04/30/2010	04/30/2010
1709 SHATTUCK AVE BERKELEY CA	223	RENTED	06/25/2011	06/01/2019
1709 SHATTUCK AVE BERKELEY CA	224	RENTED	05/15/2012	03/15/2019
1709 SHATTUCK AVE BERKELEY CA	225	RENTED	11/28/2011	08/13/2022
1709 SHATTUCK AVE BERKELEY CA	226	RENTED	02/01/2000	02/15/2004
1709 SHATTUCK AVE BERKELEY CA	229	RENTED	11/23/2022	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	300	RENTED	10/05/2011	05/01/2014
1709 SHATTUCK AVE BERKELEY CA	301	RENTED	01/01/2013	08/12/2022
1709 SHATTUCK AVE BERKELEY CA	302	RENTED	04/11/2011	09/01/2019
1709 SHATTUCK AVE BERKELEY CA	303	RENTED	05/26/2012	03/15/2017
1709 SHATTUCK AVE BERKELEY CA	304	RENTED	01/07/2013	08/19/2022

Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
1709 SHATTUCK AVE BERKELEY CA	305	RENTED	09/16/2011	08/01/2019
1709 SHATTUCK AVE BERKELEY CA	306	RENTED	07/23/2011	08/13/2022
1709 SHATTUCK AVE BERKELEY CA	307	RENTED	04/17/1980	05/31/1980
1709 SHATTUCK AVE BERKELEY CA	308	RENTED	01/01/2013	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	309	RENTED	12/01/2012	07/01/2021
1709 SHATTUCK AVE BERKELEY CA	310	RENTED	05/17/1992	01/14/2023
1709 SHATTUCK AVE BERKELEY CA	311	RENTED	04/15/2011	08/19/2022
1709 SHATTUCK AVE BERKELEY CA	312	RENTED	08/01/2012	08/15/2018
1709 SHATTUCK AVE BERKELEY CA	313	RENTED	01/27/2013	08/15/2021
1709 SHATTUCK AVE BERKELEY CA	314	RENTED	06/20/1979	05/31/1980
1709 SHATTUCK AVE BERKELEY CA	315	RENTED	09/20/1993	02/01/2023
1709 SHATTUCK AVE BERKELEY CA	316	RENTED	12/16/1983	05/31/1980
1709 SHATTUCK AVE BERKELEY CA	317	RENTED	03/09/2011	08/01/2021
1709 SHATTUCK AVE BERKELEY CA	318	RENTED	05/13/2012	09/01/2021
1709 SHATTUCK AVE BERKELEY CA	319	RENTED	10/01/2011	08/12/2022
1709 SHATTUCK AVE BERKELEY CA	320	RENTED	01/15/2013	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	321	RENTED	07/27/2011	08/15/2018
1709 SHATTUCK AVE BERKELEY CA	322	RENTED	10/20/1997	04/01/2021
1709 SHATTUCK AVE BERKELEY CA	323	RENTED	04/01/2012	08/15/2022
1709 SHATTUCK AVE BERKELEY CA	324	RENTED	08/04/2012	08/15/2021
1709 SHATTUCK AVE BERKELEY CA	325	RENTED	05/01/2012	08/15/2021
1709 SHATTUCK AVE BERKELEY CA	326	RENTED	06/01/2011	08/12/2022
1709 SHATTUCK AVE BERKELEY CA	329	RENTED	11/23/2022	08/07/2022
1709 SHATTUCK AVE BERKELEY CA	401	RENTED	07/18/2011	08/06/2021
1709 SHATTUCK AVE BERKELEY CA	402	RENTED	05/01/1995	05/31/1980

Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
1709 SHATTUCK AVE BERKELEY CA	403	RENTED	12/26/1996	12/26/1996
1709 SHATTUCK AVE BERKELEY CA	404	NEW	11/24/1991	N/A

The 'Status Last Changed' indicates when the status of the unit last changed not necessarily the beginning of the current tenancy. Please make corrections to information directly on this form. If you make changes, return this form with your payment. If a unit listed here as exempt is now rented, a pro-rated registration fee is due. Please contact our Registration Unit at 510-981-7368 (981-Rent) for calculation of additional amount due.

I declare under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge and belief.

Signed: _____

Date: _____



March 6, 2023

Re: Past Due Registration Fees/Penalties

Current or Former Property Owner:

As the owner of a residential rental property that appears to be covered by the local rent control Ordinance, **your property is delinquent, and an outstanding balance is due.**

Enclosed you will find a registration bill and other materials pertaining to your property. The bill reflects outstanding registration fees and/or currently owed penalties. Our office has recently begun the process for collection proceedings for failure to pay past registration fees and/or penalties on the rental units at your property address.

We would appreciate your assistance in resolving this matter as soon as possible. As of today, you have yet to respond to our bills, notices of nonpayment, and/or other correspondence regarding your account. If we do not hear from you **by March 31, 2023**, we will file a lawsuit with the court to collect the monies due to the Rent Board.

Please note that the subject of this letter and the collection proceedings mentioned only refer to past years' registration fees and/or penalties and not to the upcoming 2023/2024 registration fee that will be due July 1, 2023.

Please be advised that landlords of units not in compliance with the registration requirements of the City of Berkeley's Rent Ordinance are not allowed to take the Annual General Adjustment (AGA) rent increases or initiate any eviction proceedings against a tenant. In addition, tenants in units that are out of compliance may initiate a petition to withhold rent based on the landlord's noncompliance with the Ordinance.

If you wish to settle your account or believe that you do not owe any money to our Agency, please contact the Registration Unit at 510-981-7368, Ext. 2 or at rentregistry@cityofberkeley.info.

Sincerely,

DéSeana Williams
Executive Director

Enclosures

PAST DUE

CITY OF BERKELEY
Rent Stabilization Program
2125 Milvia Street, Berkeley, CA 94704
Phone: 510-981-7368; Fax: 510-981-4910

REGISTRATION YEAR

07/01/2022 - 06/30/2023

BILLING CODE

LLCREO

DUE DATE

07/01/2022

REO HOMES 3, LLC
111 BROADWAY 101
OAKLAND, CA 94607

ASSESSOR PARCEL NUMBER : 053162303800 **PIN :** 194667
PROPERTY ADDRESS : 1324 BURNETT ST, BERKELEY, CA 94702

FEE STRUCTURE	Annual Fee Per Unit	Number of Units	Total
Fully Covered Units - (\$21/Month Prorated Fee)	\$ 250.00	1	\$ 168.00
Partially Covered (Measure MM) Units - (\$12/Month Prorated Fee)	\$ 150.00	0	\$ 0.00
Exempt Units	\$ 0.00	0	\$ 0.00

City of Berkeley Rent Stabilization Ordinance requires owners of residential units that are rented or available for rent to pay an annual registration fee by July 1. A 100 % penalty will be assessed on the outstanding registration fee in July and every six months that it remains unpaid. Formerly exempt units must be registered within 60 days to avoid the assessment of penalties.

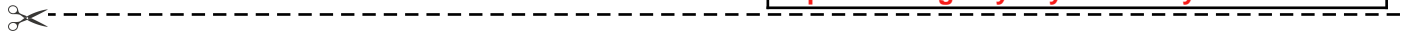
Current Fees	\$168.00
Previous Fees	\$0.00
Penalties	\$168.00
Total Due	\$336.00

This bill is past due. If payment is not made by the due date, a penalty will be assessed.

REQUIRED ACTION

Property owners may pay the amount on this billing statement by mail with a check only. Make checks payable to the City of Berkeley. Do not mail cash or credit card information.

If you wish to pay with a credit card you may do so in person at our office or online at:
<https://rentregistry.cityofberkeley.info>



Mail To: **Registration Year:** 07/01/2022 - 06/30/2023 **Due Date:** PAST DUE

Berkeley Rent Board
2125 Milvia Street
Berkeley, CA 94704

PROPERTY ADDRESS :	1324 BURNETT ST, BERKELEY, CA 94702
APN :	053162303800
BILLING CONTACT:	REO HOMES 3, LLC
CURRENT FEES :	\$168.00
PREVIOUS FEES:	\$0.00
PENALTIES :	\$168.00
TOTAL DUE :	\$336.00

Units Paid For:

Amount Enclosed (Checks Only):



UNIT STATUS FORM

Rent Stabilization Board

1324 BURNETT ST,
03/03/2023

UNIT STATUS: 1 UNITS 0 EXEMPT

CHANGE OF ADDRESS:

REO HOMES 3, LLC
111 BROADWAY 101
OAKLAND, CA 94607

REO HOMES 3, LLC
111 BROADWAY 101
OAKLAND, CA 94607

Phone : _____

E-mail : _____

Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
1324 BURNETT ST, BERKELEY, CA	N/A	RENTED	11/18/2022	10/21/2022

The 'Status Last Changed' indicates when the status of the unit last changed not necessarily the beginning of the current tenancy. Please make corrections to information directly on this form. If you make changes, return this form with your payment. If a unit listed here as exempt is now rented, a pro-rated registration fee is due. Please contact our Registration Unit at 510-981-7368 (981-Rent) for calculation of additional amount due.

I declare under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge and belief.

Signed: _____

Date: _____



March 6, 2023

Re: Past Due Registration Fees/Penalties

Current or Former Property Owner:

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If you wish to settle your account or believe that you do not owe any money to our Agency, please contact the Registration Unit at 510-981-7368, Ext. 2 or at rentregistry@cityofberkeley.info.

Sincerely,

DéSeana Williams
Executive Director

Enclosures

PAST DUE

CITY OF BERKELEY
Rent Stabilization Program
2125 Milvia Street, Berkeley, CA 94704
Phone: 510-981-7368; Fax: 510-981-4910

REGISTRATION YEAR

07/01/2022 - 06/30/2023

BILLING CODE

SINBAL2

DUE DATE

07/01/2022

302EOF LLC
111 BROADWAY SUITE 101
OAKLAND, CA 94701

ASSESSOR PARCEL NUMBER : 053166400900 **PIN :** 681763
PROPERTY ADDRESS : 2818 MABEL ST , BERKELEY, CA 94702

FEE STRUCTURE	Annual Fee Per Unit	Number of Units	Total
Fully Covered Units - (\$21/Month Prorated Fee)	\$ 250.00	0	\$ 0.00
Partially Covered (Measure MM) Units - (\$12/Month Prorated Fee)	\$ 150.00	1	\$ 150.00
Exempt Units	\$ 0.00	0	\$ 0.00

City of Berkeley Rent Stabilization Ordinance requires owners of residential units that are rented or available for rent to pay an annual registration fee by July 1. A 100 % penalty will be assessed on the outstanding registration fee in July and every six months that it remains unpaid. Formerly exempt units must be registered within 60 days to avoid the assessment of penalties.

This bill is past due. If payment is not made by the due date, a penalty will be assessed.

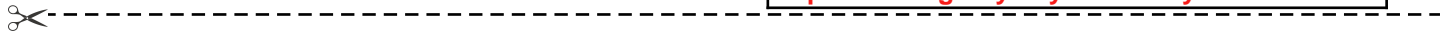
Current Fees	\$150.00
Previous Fees	\$24.00
Penalties	\$348.00
Total Due	\$522.00

REQUIRED ACTION

Property owners may pay the amount on this billing statement by mail with a check only. Make checks payable to the City of Berkeley. Do not mail cash or credit card information.

If you wish to pay with a credit card you may do so in person at our office or online at:

<https://rentregistry.cityofberkeley.info>



Mail To: **Registration Year:** 07/01/2022 - 06/30/2023 **Due Date:** PAST DUE

Berkeley Rent Board
2125 Milvia Street
Berkeley, CA 94704

PROPERTY ADDRESS : 2818 MABEL ST , BERKELEY, CA 94702
APN : 053166400900
BILLING CONTACT: 302EOF LLC
CURRENT FEES : \$150.00
PREVIOUS FEES: \$24.00
PENALTIES : \$348.00
TOTAL DUE : \$522.00

Units Paid For:

Amount Enclosed (Checks Only):



UNIT STATUS FORM

Rent Stabilization Board

2818 MABEL ST ,
03/03/2023

UNIT STATUS: 1 UNITS 0 EXEMPT

CHANGE OF ADDRESS:

302EOF LLC
111 BROADWAY SUITE 101
OAKLAND, CA 94701

302EOF LLC
111 BROADWAY SUITE 101
OAKLAND, CA 94701

Phone : _____

E-mail : _____

Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
2818 MABEL ST , BERKELEY, CA	N/A	RENTED	05/13/2022	04/29/2022

The 'Status Last Changed' indicates when the status of the unit last changed not necessarily the beginning of the current tenancy. Please make corrections to information directly on this form. If you make changes, return this form with your payment. If a unit listed here as exempt is now rented, a pro-rated registration fee is due. Please contact our Registration Unit at 510-981-7368 (981-Rent) for calculation of additional amount due.

I declare under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge and belief.

Signed: _____

Date: _____

Ministerial Waiver Analysis and Recommendation



March 6, 2023

Re: Past Due Registration Fees/Penalties

Current or Former Property Owner:

As the owner of a residential rental property that appears to be covered by the local rent control Ordinance, **your property is delinquent, and an outstanding balance is due.**

Enclosed you will find a registration bill and other materials pertaining to your property. The bill reflects outstanding registration fees and/or currently owed penalties. Our office has recently begun the process for collection proceedings for failure to pay past registration fees and/or penalties on the rental units at your property address.

We would appreciate your assistance in resolving this matter as soon as possible. As of today, you have yet to respond to our bills, notices of nonpayment, and/or other correspondence regarding your account. If we do not hear from you **by March 31, 2023**, we will file a lawsuit with the court to collect the monies due to the Rent Board.

Please note that the subject of this letter and the collection proceedings mentioned only refer to past years' registration fees and/or penalties and not to the upcoming 2023/2024 registration fee that will be due July 1, 2023.

Please be advised that landlords of units not in compliance with the registration requirements of the City of Berkeley's Rent Ordinance are not allowed to take the Annual General Adjustment (AGA) rent increases or initiate any eviction proceedings against a tenant. In addition, tenants in units that are out of compliance may initiate a petition to withhold rent based on the landlord's noncompliance with the Ordinance.

If you wish to settle your account or believe that you do not owe any money to our Agency, please contact the Registration Unit at 510-981-7368, Ext. 2 or at rentregistry@cityofberkeley.info.

Sincerely,

DéSeana Williams
Executive Director

Enclosures

PAST DUE

CITY OF BERKELEY
Rent Stabilization Program
2125 Milvia Street, Berkeley, CA 94704
Phone: 510-981-7368; Fax: 510-981-4910

REGISTRATION YEAR

07/01/2022 - 06/30/2023

BILLING CODE

SINBAL2

DUE DATE

07/01/2022

302EOF LLC
111 BROADWAY SUITE 101
OAKLAND, CA 94701

ASSESSOR PARCEL NUMBER : 053166400900 **PIN :** 681763
PROPERTY ADDRESS : 2818 MABEL ST , BERKELEY, CA 94702

FEE STRUCTURE	Annual Fee Per Unit	Number of Units	Total
Fully Covered Units - (\$21/Month Prorated Fee)	\$ 250.00	0	\$ 0.00
Partially Covered (Measure MM) Units - (\$12/Month Prorated Fee)	\$ 150.00	1	\$ 150.00
Exempt Units	\$ 0.00	0	\$ 0.00

City of Berkeley Rent Stabilization Ordinance requires owners of residential units that are rented or available for rent to pay an annual registration fee by July 1. A 100 % penalty will be assessed on the outstanding registration fee in July and every six months that it remains unpaid. Formerly exempt units must be registered within 60 days to avoid the assessment of penalties.

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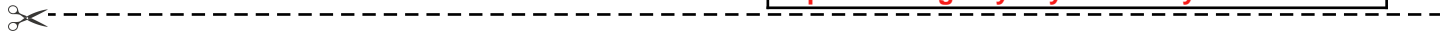
Current Fees	\$150.00
Previous Fees	\$24.00
Penalties	\$348.00
Total Due	\$522.00

REQUIRED ACTION

Property owners may pay the amount on this billing statement by mail with a check only. Make checks payable to the City of Berkeley. Do not mail cash or credit card information.

If you wish to pay with a credit card you may do so in person at our office or online at:

<https://rentregistry.cityofberkeley.info>



Mail To: **Registration Year:** 07/01/2022 - 06/30/2023 **Due Date:** PAST DUE

Berkeley Rent Board
2125 Milvia Street
Berkeley, CA 94704

PROPERTY ADDRESS : 2818 MABEL ST , BERKELEY, CA 94702
APN : 053166400900
BILLING CONTACT: 302EOF LLC
CURRENT FEES : \$150.00
PREVIOUS FEES: \$24.00
PENALTIES : \$348.00
TOTAL DUE : \$522.00

Units Paid For:

Amount Enclosed (Checks Only):

Ministerial Waiver Analysis and Recommendation



UNIT STATUS FORM

Rent Stabilization Board

2818 MABEL ST ,
03/03/2023

UNIT STATUS: 1 UNITS 0 EXEMPT

CHANGE OF ADDRESS:

302EOF LLC
111 BROADWAY SUITE 101
OAKLAND, CA 94701

302EOF LLC
111 BROADWAY SUITE 101
OAKLAND, CA 94701

Phone : _____

E-mail : _____

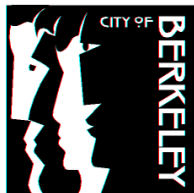
Unit Address	Unit No.	Current Status	Status Last Changed	Current Tenancy Started
2818 MABEL ST , BERKELEY, CA	N/A	RENTED	05/13/2022	04/29/2022

The 'Status Last Changed' indicates when the status of the unit last changed not necessarily the beginning of the current tenancy. Please make corrections to information directly on this form. If you make changes, return this form with your payment. If a unit listed here as exempt is now rented, a pro-rated registration fee is due. Please contact our Registration Unit at 510-981-7368 (981-Rent) for calculation of additional amount due.

I declare under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge and belief.

Signed: _____

Date: _____



Rent Stabilization Board

DATE: July 20, 2023

TO: Honorable Members of the Rent Stabilization Board

FROM: DeSeana Williams, Executive Director

SUBJECT: Recommendation to adopt Resolution 23-22 authorizing the Executive Director to execute a new contract with Public Interest Advocates, formerly Brian Augusta & Associates, for legislative advocacy services for a term of two years and an amount not to exceed \$120,000

Recommendation:

That the Board adopts Resolution 23-22 authorizing the Executive Director to execute a contract with Public Interest Advocates, formerly Brian Augusta & Associates, for legislative advocacy services for a term of two years and an amount not to exceed \$120,000.

Background and Need for Rent Stabilization Board Action:

Since 1984, the Rent Stabilization Board (Board) has contracted for legislative advocacy services in Sacramento. Such services are critical to the agency as they directly inform potential and proposed legislative measures that affect Berkeley's Rent Stabilization Ordinance and coordinate rental housing-related legislative issues.

The Board first hired Brian Augusta & Associates as the Board's primary legislative advocate in the 2014/2015 fiscal year. In that role, Brian Augusta & Associates has provided the following services to the Board:

- Direct lobbying of key legislators;
- Making testimony and organizing testimony on legislation;
- Working under the direction of the Executive Director and the Board;
- Informing the Board and staff about measures affecting rent control and undermining tenants' eviction protection;
- Attending hearings and committee meetings, as necessary, on legislation;
- Arranging meetings with Board staff, Board members, and others with legislative staff on legislation;
- Preparing periodic oral and written reports to the Board and its committees.

Since the 2014/2015 fiscal year, the Board has extended its contract with Brian Augusta & Associates on an annual basis.

On May 8, 2023, staff issued a Request for Proposals (RFP) to provide legislative services to the Board for a period of two years to allow for competition for public monies. The Board's most recent contract with Brian Augusta & Associates was set to expire on June 30, 2023.

However, at its June 15, 2023, regular meeting, the Board adopted Resolution 23-16, which authorized the Executive Director to amend the Board's contract with Brian Augusta & Associates by extending the term through July 31, 2023, to provide staff sufficient time to complete the RFP process.

Board staff received proposals from Public Interest Advocates (formerly Brian Augusta & Associates) and Wild Cat Consulting in response to the RFP. Both bids are attached to this report. Board staff convened a selection committee that reviewed, scored, and discussed the proposals.

Financial Impact:

The funding request is \$120,000, allocated equally over a two-year period.

Name and Telephone Number of Contact Person:

DéSeana Williams, Executive Director (510) 981-7368

Attachments:

1. Public Interest Advocates Proposal
2. Wild Cat Consulting Proposal

RESOLUTION 23-22

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH PUBLIC INTEREST ADVOCATES, FORMERLY BRIAN AUGUSTA & ASSOCIATES THROUGH JUNE 30, 2025 IN AN AMOUNT NOT TO EXCEED \$120,000 FOR FISCAL YEARS 2023/2024 AND 2024/2025.

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

WHEREAS, since 1984, the Board has contracted for legislative advocacy services to protect the integrity of the rent and eviction protections repeatedly enacted by Berkeley voters; and

WHEREAS, since 2014 Brian Augusta & Associates has provided these services to the Board, doing research and advocacy on issues of concern to the Board and reporting to the Board on legislation that affects rent control and eviction protections; and

WHEREAS, the Board's current contract with Brian Augusta & Associates expires on July 31, 2023, pursuant to a one-month extension set forth in Resolution 23-16; and

WHEREAS, the Board's need for such legislative advocacy services will continue beyond the expiration of the Board's current contract with Brian Augusta & Associates;

WHEREAS, in May 2023, the Board issued a formal Request for Proposal (RFP) asking qualified vendors to submit proposals to provide legislative advocacy services for the Board; and

WHEREAS, Public Interest Advocates, formerly Brian Augusta & Associates, was one of two vendors that submitted proposals that met the RFP requirements; and

WHEREAS, Board staff reviewed, discussed, and scored the proposals and unanimously selected the proposal from Public Interest Advocates; and

NOW, THEREFORE, BE IT RESOLVED by the City of Berkeley Rent Stabilization Board that the Executive Director is hereby authorized to execute a contract with Public Interest Advocates to represent the City of Berkeley Rent Stabilization Board in Sacramento on rent control issues through June 30, 2025, in an amount not to exceed \$120,000.

Dated: July 20, 2023

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: _____
DéSeana Williams, Executive Director

PROPOSAL FROM

PUBLIC INTEREST ADVOCATES

LEGISLATIVE ADVOCACY SERVICES FOR THE RENT BOARD

Specification No. 23-11605-C

Contractor Information

This proposal is submitted by:

Brian Augusta & Associates, Inc., dba Public Interest Advocates (“Public Interest Advocates” or “PIA”)

1107 9th Street, Suite 1011, Sacramento, CA 95814

Brian Augusta, 916-541-3395

TIN: 84-4008004

Project Proposal

Public Interest Advocates submits this proposal to continue in its current role providing legislative advocacy on behalf of the Berkeley Rent Stabilization Board. Our firm has the capacity, expertise, and skills to deliver on every aspect of the RFP’s requested scope of services and to assist the Rent Board in meeting its goals, which include strengthening the City’s rent control ordinance, lobbying key legislators, and receiving timely information on measures affecting rent control and undermining tenants’ eviction protections.

Summary of Expertise and Current Level of Service as a Legislative Advocacy Firm

Public Interest Advocates is a Sacramento-based lobbying and consulting firm that specializes in tenants’ rights, rent stabilization, affordable housing, land use, and equitable development. Led by Brian Augusta and Anya Lawler, PIA represents and advises public entities and mission-driven organizations in legislative and administrative advocacy at the state level. In addition to representing the Berkeley Rent Board, our current and former clients include many of the top legal services and tenants’ rights organizations in California, the Santa Monica Rent Control Board, and other cities with rent-stabilization policies.

For more than a decade, Mr. Augusta and Ms. Lawler have played a leading role in nearly every state bill impacting tenants, rent stabilization, Costa-Hawkins, the Ellis Act, and preservation of rent-stabilized and affordable housing. PIA’s advocates are regarded as leading experts in the state Capitol on these and other housing-related issues and are a go-to source by legislators and their staff. On behalf of our clients, PIA has helped to pass critical tenant protection legislation, support and advance bills that would restore or expand local control over rent stabilization, and successfully defend against proposals that would weaken tenant protections, undermine local rent stabilization policies, or lead to tenant displacement or the loss of rent stabilized or affordable housing.

As an example of our expertise and service to our clients as a lobbying firm, we have been involved in numerous relevant projects over the past five years. In early 2021, working on behalf of its clients, PIA helped secure passage of SB 91, which extended COVID-related protections against non-payment evictions and related credit protections and established the statutory

framework for the multibillion-dollar state Emergency Rental Assistance Program (ERAP), funded through federal COVID relief funds. Later in 2021 we advocated for and won a further extension of eviction protections along with a number of changes to ERAP to address early challenges to the roll-out of the program. That same year, we also secured passage of several additional pieces of legislation, including AB 1304 to strengthen AFFH requirements in local housing elements, AB 1398 to strengthen housing element compliance, and AB 838 to ensure that local code enforcement responds to habitability complaints in rental housing.

In 2020, we negotiated and secured passage of AB 3088, an urgency measure establishing statewide protections from eviction for nonpayment of rent for tenants with a COVID-related financial impact. We also helped advance SB 8 to close gaps and improve implementation of replacement housing, relocation assistance, and right to return provisions originally passed in SB 330 in 2019.

In 2019, we led the negotiations on behalf of a coalition of organizations to secure passage of AB 1482, establishing a statewide rent cap and just cause eviction protections for tenants in multifamily housing. We additionally led advocacy efforts to secure passage of SB 329, which added housing subsidies such as Housing Choice (Section 8) Vouchers to the state's law prohibiting source-of-income discrimination.

In 2018, we led advocacy efforts to secure passage of AB 686, establishing a legal duty for state and local public entities to affirmatively further fair housing in all housing and community development activities. We also secured passage of AB 1771, which reformed the regional housing needs allocation (RHNA) process to reinforce fair housing goals and reduce opportunities for exclusionary jurisdictions to avoid equitable RHNA allocations.

Proposed Communication Plan

PIA would provide several means of communication to keep the Board and its staff informed of developments on legislation and policy. This includes weekly written or oral updates to the Executive Director and staff, twice-monthly conference calls with the Executive Director and staff, written reports to the Board and its committees as requested, and in-person presentations to the Board as needed, but no less than twice per year. In addition, PIA maintains a proprietary legislative tracking system and will promptly communicate any major developments on legislation or policy to the Executive Director and staff.

Proposed Approach to Meet Project's Scope of Services

PIA proposes the following to meet the Board's requested scope of services:

1. Monitor all bills and other policy proposals that impact the Berkeley Rent Stabilization Board, Berkeley's rent control ordinance and tenant eviction protections, and be a key source of information and updates for the Board and staff. PIA maintains a legislative

tracking system that provides up-to-date information on the status of each bill in the California Legislature and allows PIA to track each bill of interest to the Berkeley Rent Board, including the Board's position on each bill.

2. Assist and advise the Board and its staff in developing positions on legislation that impacts rent control, tenant eviction protections, and other issues of interest to the Board.
3. At the Board's direction, advocate the Board's position on legislation, including communicating the Board's position to committees and legislators, seeking amendments to legislation, and making or arranging lead testimony in support or opposition to legislation.
4. Provide monthly written updates to the Board on legislative and executive actions. As requested, PIA will appear at the Board's hearings or committee meetings to present on any topic within the scope of the contract, including but not limited to its services to the board.
5. Provide timely written or oral updates to the Executive Director and staff at least once weekly during the legislative session on measures of interest to the Board, including any measures on which the Board has taken a formal position. When the legislature is not in session, meet at least twice per month with the Executive Director or staff, or as requested.
6. In consultation with the Executive Director and staff, develop a legislative work plan for presentation to the Board no later than December 1 of each year of the contract. The work plan shall be specific to Berkeley tenants, address strategies for strengthening the Berkeley Rent Control Ordinance, and address other rent and housing-related policies. In addition, the plan shall set forth a strategy for the Board and its staff to engage state legislators and their staff on legislation of interest to the Board.

Client References

Tracy Condon, Executive Director

Santa Monica Rent Control Board

1685 Main Street, Room 202

Santa Monica, CA 90401

(310) 458-8751

Tracy.Condon@santamonica.gov

Projects completed: Legislative advocacy and consulting to the Rent Control Board on rent stabilization, tenants' rights and affordable housing policy.

Maya Abood, Financial Development Officer

Los Angeles Housing Department

1200 W 7th Street

Los Angeles, CA 90017

(213) 922-9622

maya.abood@lacity.org

Projects completed: Legislative tracking and consulting on rent stabilization, tenants' rights and affordable housing policy.

Rachel VanderVeen, Deputy Director

City of San Jose Housing Department

200 E Santa Clara St

San Jose, CA 95113

408.535.8231

Rachel.VanderVeen@sanjoseca.gov

Projects completed: Legislative tracking and consulting on rent stabilization, tenants' rights and affordable housing policy.

Price Proposal

Set forth separately.

Contract Terminations

PIA has not had a contract terminated for default or other cause in the past five years.

Grantor Audits

PIA has not been subject to review or audit from a grantor in the past five years.

Conflict of Interest

No person associated with PIA has a conflict of interest as described in paragraph E of the RFP.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: Brian Augusta & Associates, Inc., dba Public Interest Advocates
 Address: 1107 9th Street, Suite 1011, Sacramento, CA 95814
 Business Lic. #: BL-001434

Occupational Category: (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals	1	1	1	1								
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes: _____ No: If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: No: _____

Signed:  Date: 6/7/23

Verified by: _____ Date: _____
 City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

Attachment B (page 1)

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry-cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:


"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Brian Augusta Title: Owner
Signature:  Date: 6/7/23

Business Entity: Brian Augusta & Associates, Inc., dba Public Interest Advocates

Contract Description/Specification No: Legislative Advocacy Services for the Rent Board/ 23-11605-C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of Brian Augusta & Assoc., Inc., dba Public Interest Advocates (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Aho, Kham and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:


- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Brian Augusta Title: Owner

Signature:  Date: 6/7/23

Business Entity: Brian Augusta & Associates, Inc., dba Public Interest Advocates

Contract Description/Specification No: Legislative Advocacy Services for the Rent Board/ 23-11605-C

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Brian Augusta & Associates, Inc, dba Public Interest Advocates (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- 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.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7 day of June, 2023 at Sacramento, California.

Printed Name: Brian Augusta Title: Owner
 Signed:  Date: 6/7/23

Business Entity: Brian Augusta & Assoc., Inc., dba Public Interest Advocates

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees' changes (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES x NO

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO x

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

Attachment F (page 1)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Brian Augusta Title: Owner
Signature:  Date: 6/7/23

Business Entity: Brian Augusta & Assoc., Inc., dba Public Interest Advocates

Section III

• ** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ** •

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

d. SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:	Brian Augusta & Assoc., Inc., dba Public Interest Advocates			Vendor No.:	
Address:	1107 9th Street, Suite 1011	City:	Sacramento	State:	CA ZIP: 95816
Contact Person:	Brian Augusta		Telephone:	916-400-3136	
E-mail Address:	baugusta@piadvocates.org		Fax No.:		

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that 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 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.

Signed: _____



Date: _____

6/7/23

Print Name & Title: Brian Augusta, Owner

Company: Brian Augusta & Assoc., Inc., dba Public Interest Advocates

Contract Description/Specification No: Legislative Advocacy Services for the Rent Board/ 23-11605-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McClatchy Insurance Agency License #0724020 2410 Fair Oaks Blvd, Suite 140 Sacramento CA 95825		CONTACT NAME: Kathy Smith PHONE (A/C, No, Ext): (916) 488-4702 E-MAIL ADDRESS: kathy@mcclatchyins.com FAX (A/C, No): (916) 488-2336	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company, Limited	NAIC # 11000
		INSURER B: Hartford Property & Casualty	34690
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Brian Augusta and Associates Inc. 1107 9th St Suite 702 Sacramento CA 95814			

COVERAGES

CERTIFICATE NUMBER: CL225418025

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		57SBABH9052	05/27/2022	05/27/2023	EACH OCCURRENCE	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
OTHER:								\$	
A	AUTOMOBILE LIABILITY			57SBABH9052	05/27/2022	05/27/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$	
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	57WECAK0TRY	01/15/2023	01/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> Y <input type="checkbox"/> N	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Professional Liability							General Aggregate	\$1,000,000	
							Each Occurrence	\$1,000,000	
UDC-5192352-EO-22									
06/24/2022									
06/24/2023									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City Of Berkeley, the Board, its officers, agents, volunteers and employees are Additional Insured and shall provide primary coverage with respect to the Board for services performed under contract and per Form SS 00 08 04 05 attached

CERTIFICATE HOLDER**CANCELLATION**

City Of Berkeley 2125 Milvia Street Berkeley CA 97704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
- (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

Wild Cat Consulting

PROPOSAL FOR SERVICES

Legislative Advocacy Services for the Rent Board, City of Berkeley

June 8th, 2023

###

1. CONTRACTOR IDENTIFICATION

Name of the Firm: Wild Cat Consulting

Firm's Principal Place of Business:

112 La Encinal Court

Clayton, CA 94517 and

1201 J Street

Sacramento, CA 95814

Name and telephone number of the contact person:

Amy Hines-Shaikh

925-822-4213

Company tax identification number: 85-1381915

2. PROJECT PROPOSAL

(a). Wild Cat Consulting is a full service boutique legislative advocacy firm, currently providing legislative services from our registered lobbyist to UNITE HERE Local 11, Abundant Housing Los Angeles, and the California Community Land Trust Network, which has CLT affiliates that own properties in Berkeley.

Prior housing justice oriented clients have included Housing Now!

Prior organizations we have provided legislative services for since 2014 have been UPTE CWA Local 9119, the Reclaim CA Higher Education coalition and Healthy California Now!

(b). Our communications plan would be to have an item on the agenda of appropriate closed session meetings and every public Berkeley Rent Board meeting so we can update the Board and the public as to items that may interest the Board and its constituents.

We would also welcome the opportunity to have a specified number of residents' forums, where interested renter-activists could come to get special updates, give information to us from their perspective, and take action either in support or opposition to legislation the Board has designated.

In key instances, it may behoove the city and/or the Rent Board to make a communications plan in conjunction with Wild Cat Consulting for social media and earned media strategies. Should the Rent

Board and / or the city of Berkeley wish to avail themselves of these services there would be no additional charge from Wild Cat Consulting.

Regarding the Scope of Services in Section II:

Our common practice for all our contracts is as follows:

The Contractor will serve as the Legislative Advocate for the Berkeley Rent Board. She will :

- Undertake all work in a way that is consistent with the Organization's broader objective to build long-term power and achieve short-term victories for working class communities of color across the state, disproportionately impacted by the housing crisis.
- Represent the Organization in securing authorship for any pieces of sponsored legislation, or budget requests
- Assess legislation and budget requests that are sponsored by other organizations for possible support or opposition
- Advocate for the Organization to secure support prior to any decisive hearings
- Share all relevant information promptly with the Organization's staff.
- Increase access for the Organization's staff and members to advocate directly with decision makers, e.g. by co-developing strategy, arranging meetings that they participate in with key staff members and elected officials, etc.
- Represent the Organization, and facilitate the participation of the Organization's members, at policy committee hearings.
- Represent the Organization, and facilitate the participation of the Organization's members, at Appropriations committee hearings
- Represent the Organization, and facilitate the participation of the Organization's members in securing floor votes
- Represent the Organization, and facilitate the participation of the Organization's members during concurrence votes
- Represent the Organization, and facilitate the participation of the Organization's members, at policy committee hearings with the Governor's office and the Department of Finance
- and be responsible for other duties that may arise.
- It is each organization's responsibility to track their participant's time spent lobbying and register themselves as a lobbyist with the Secretary of State if appropriate (this would be in the instance that Board members or staff wish to accompany Wild Cat Consulting partners on lobby visits on a regular basis).

3. CLIENT REFERENCES:

Wild Cat Consulting does NOT have any client references that are California Cities or other large public sector entities. Our three references are:

Leo Goldberg
Co-Director
California Community Land Trust Network
510-501-5422
Leo.goldberg@cacltnetwork.org

Francis Engler
Political Director
UNITE HERE Local 11
760-275-3213
fengler@unitehere11.org

Leonora Camner
Executive Director
Abundant Housing LA
646-512-2093
leonora@abundanthousingla.org

Please feel free to contact them directly, as they are our current legislative clients.

4. **PRICE PROPOSAL** IS IN A SEPARATE DOCUMENT
5. **CONTRACT TERMINATION** – THE FIRM HAS NOT EXPERIENCED ANY SUCH TERMINATION FOR DEFAULT OR EARLY TERMINATION.
6. **GRANTOR AUDITS** – THE FIRM HAS NOT BEEN SUBJECT TO A REVIEW OR AUDIT.

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel (as a separate document from the proposal)
- Other items the contractor is being requested to supply*
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Sanctuary City Compliance Statement Attachment E
 - Living Wage Form (*may be optional*) Attachment F
 - Equal Benefits Certification (EBO-1) (*may be optional*) Attachment G

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation

will provide if selected.

- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License (Current Year Certificate)

For informational purposes only: Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: Wild Cat Consulting
 Address: 112 La Encinal Ct. Clayton CA 94517
 Business Lic. #: 2957

Occupational Category: <u>Consultants</u> (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals	2	0	1	0	1	0	0	0	0	0	0	0
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes: _____ No: X If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: X No: _____

Signed: *Ameyling Naikh* Date: 6/6/2023

Verified by: _____ Date: _____
 City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

Attachment B (page 1)

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Amy Hines-Shaikh Title: Co-Founder & Partner
 Signature: Amy Hines-Shaikh Date: 06/06/2023
 Business Entity: Wild Cat Consulting

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of Wild Cat Consulting (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Aho, Kham and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Amy Hines-Shaikh Title: Co-Founder & Partner
Signature: Amy Hines-Shaikh Date: 06/06/2023
Business Entity: Wild Cat Consulting

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Wild Cat Consulting (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- 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.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of June, 2023, at Clayton, California.

Printed Name: Amy Hines-Shaikh Title: Co-Founder and Partner

Signed: Amy Hines-Shaikh Date: 06/06/2023

Business Entity: Wild Cat Consulting

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees' changes (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, **including the present contract**, bid, or proposal, with the City of Berkeley for a **cumulative amount of \$25,000.00 or more?**

YES NO

If awarded this contract Wild Cat Consulting would be doing more than \$25,000.00 of work.

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ NO _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.
THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.
Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

We have 2 employees.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Amy Hines-Shaikh Title: Co-Founder & Partner
Signature: Amy Shaikh Date: 06/06/2023
Business Entity: Wild Cat Consulting

Section III

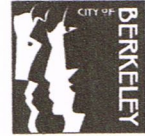
- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

d. SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: <u>Wild Cat Consulting</u>		Vendor No.:	
Address: <u>112 La Encinal Ct.</u>		City: <u>Clayton</u>	State: <u>CA</u> ZIP: <u>94517</u>
Contact Person: <u>Amy Hines-Shaikh</u>		Telephone: <u>925-822-4213</u>	
E-mail Address: <u>amy@consultwildcat.com</u>		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

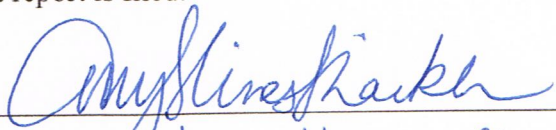
- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that 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 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.

Signed:  Date: 06/06/2023
Print Name & Title: Amy Hines-Shaikh, Co-Founder & Partner
Company: Wild Cat Consulting.

Contract Description/Specification No: **Legislative Advocacy Services for the Rent Board/ 23-11605-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates: *Will provide if we are The selected.*

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

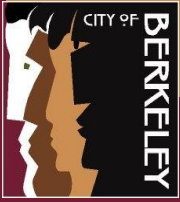
The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____

Signature of Underwriter's
Authorized Representative



DID YOU KNOW?

Berkeley's Eviction Moratorium Will Expire August 31, 2023.



The best way to protect against eviction is to pay rent on time! Tenants with a COVID-related impact should give their landlord documentation of their inability to pay rent as soon as possible.

The Eviction Defense Center (EDC) has funding to help Berkeley tenants with rent relief. If your ability to pay rent has been impacted due to a COVID-related reason or other hardship due to the pandemic, you may be eligible for rent relief funds.

- Call EDC at (510) 452-4541
- Housing Retention Grants Webpage: tinyurl.com/housing-grants

The Moratorium permits some evictions from May 1 - August 31, 2023. For more information and a declaration that may satisfy the COVID-related impact documentation requirement, please visit tinyurl.com/rsbcovidinfo

Take Action!

Connect With Us

Contact Rent Board Housing Counselors with your questions.

Phone: (510) 981-7368 Ext.1

Email: rent@cityofberkeley.info

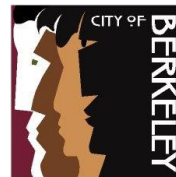
Request an Appointment:
tinyurl.com/rsbappointment

Want more information?

Resources available on our website!

Web: tinyurl.com/rsbcovidinfo

Scan QR code:



Rent Stabilization Board
2125 Milvia Street
Berkeley, CA 94704

July 2023

PRESORT STANDARD
U.S. POSTAGE PAID
OAKLAND CA
PERMIT NO. 8018

SE HABLA ESPAÑOL

Esto contiene información importante para propietarios e inquilinos. Para solicitar esta tarjeta postal en español, llámenos al (510) 981-7368

HOUSING RETENTION GRANTS AVAILABLE! CALL EDC AT (510) 452-4541

2022-23 Registration Cycle Review

Registration Portal Opens

- ▶ Opened the Registration Cycle on June 3, 2022
- ▶ 9,295 Open Registrations
- ▶ Over 20,000 units under the Rent Board Purview
- ▶ First full registration cycle using the new Rent Registry Platform

Registration Operations

- ▶ Between June 3rd and June 15th the Registration Unit received over 1,500 requests for PINs and APNs for account creation.
- ▶ Between June 3rd and June 30th the Registration Unit received 1,249 calls
 - ❖ The registration unit averaged 65 calls a day
 - ❖ Registration Administrators answered 56% of calls in real time
 - ❖ Returned 23% of the voicemails received within 72 hours

Increase in Complaints

- ▶ After registration statements mailed registration admins saw an increase in the complaints we were receiving.
- ▶ The complaints were from property owners regarding:
 - ▶ Statements received
 - ▶ Inaccurate information
 - ▶ Issues with portal data and functionality

Tuesday July 5, 2022

- Registration Administrators still had the following items to process:
 - ❖ 1000 timely postmarked checks
 - ❖ 600 technical assistance emails
 - ❖ Over 100 voicemails to return
- The Registration Process penalized unpaid accounts with a 100% and sent them a bill
- Registration Administrators had also submitted close to 180 3di technical assistance tickets to client accounts

CURRENT REGISTRATION PROCESS

Task Description Start Date No. Days Due Date

JUNE

JULY

AUGUST

SEPTEMBER

Task Description	Start Date	No. Days	Due Date	JUNE				JULY				AUGUST				SEPTEMBER			
REGISTRATION PAYMENT PROCESSING BEGINS	6/1	30	7/1	[Blue]															
<i>All Payments Due</i>	7/1	1	7/1					[Red]											
<i>Staff processing postmarked Payments</i>	6/1	50	7/21	[Yellow]															
JULY PAST DUE PENALTY POSTED TO ACCOUNTS	7/2	1	7/2					[Red]											
<i>100% Penalty added to accounts</i>	7/2	1	7/2					[Green]											
<i>Administrative Waiver Process</i>	7/2	59	8/30					[Orange]											
<i>Gather Data for the Penalty Mailing</i>	7/2	17	7/19					[Purple]											
<i>Send Penalty Mailings to Mail Vendor</i>	7/20	11	7/31							[Green]									
<i>Mail Penalty Bills</i>	7/31	1	7/31									[Red]							
<i>Staff processing Penalty Payments</i>	8/1	29	8/30									[Blue]							
Optional AMNESTY PERIOD	9/1	30	9/30													[Cyan]			
JANUARY PENALTY POSTED TO ACCOUNTS	1/1	1	1/1																
<i>The 2nd 100% Penalty added to accounts</i>	1/1	1	1/1																
<i>Gather Data for the Penalty Mailing</i>	1/2	17	1/19																
<i>Send Penalty Mailings to Mail Vendor</i>	1/20	11	1/31																
<i>Mail January Penalty Bills</i>	1/31	1	1/31																
<i>Staff Processing Payments</i>	2/1	27	2/28																
COLLECTIONS PROJECT	3/1	1	3/31																
<i>Staff call Property Owners to offer Settlements</i>	3/1	60	4/30																
<i>Gather Data for Delinquent Accounts</i>	3/2	7	3/8																
<i>Staff Call and Processing Payments</i>	3/9	52	4/30																
UPCOMING REGISTRATION CYCLE	5/1	1	5/1																
<i>Gather Data for Mailing Bills</i>	5/2	17	5/18																
<i>Send Billing Statements to Mail Vendor</i>	5/19	1	5/20																
<i>Mail Billing Statements</i>	5/25	6	5/31																

3DI Technical Ticket Findings

- ▶ Incorrectly Combined Properties
- ▶ Incorrect Exemptions
- ▶ Duplicate Properties
- ▶ Missing Tenant Contact Information
- ▶ Incorrect Tenant Unit Alignment
- ▶ Missing or not applied AGAs
- ▶ Payment History errors
- ▶ Occupant Type Errors
- ▶ Unit Status Code Errors

Rent Registry Platform Complaints

- ▶ Property Owners reported the following issues:
 - Difficulty paying fees online
 - Difficulty updating missing property owner or property manager contact information
 - Their current property was listed in “past properties” on their portal
 - Incorrect google maps picture
 - Exempt property owners asked to be removed from our mailing list.
 - Issues with the Rent Registry Search bar

Strategy #2

Streamlining the Waiver Process

- ▶ In April 2023 the Board approved the following updates to streamline the waiver process
 - New subsections for readability
 - Clarified with the public that waiver decisions are final
 - Extended the Administrative Waiver period an additional 30 days
 - Created standardized formulas for Ministerial Waiver
 - Removed Discretionary category no longer in use
- ▶ New Waiver Form

Strategy #3

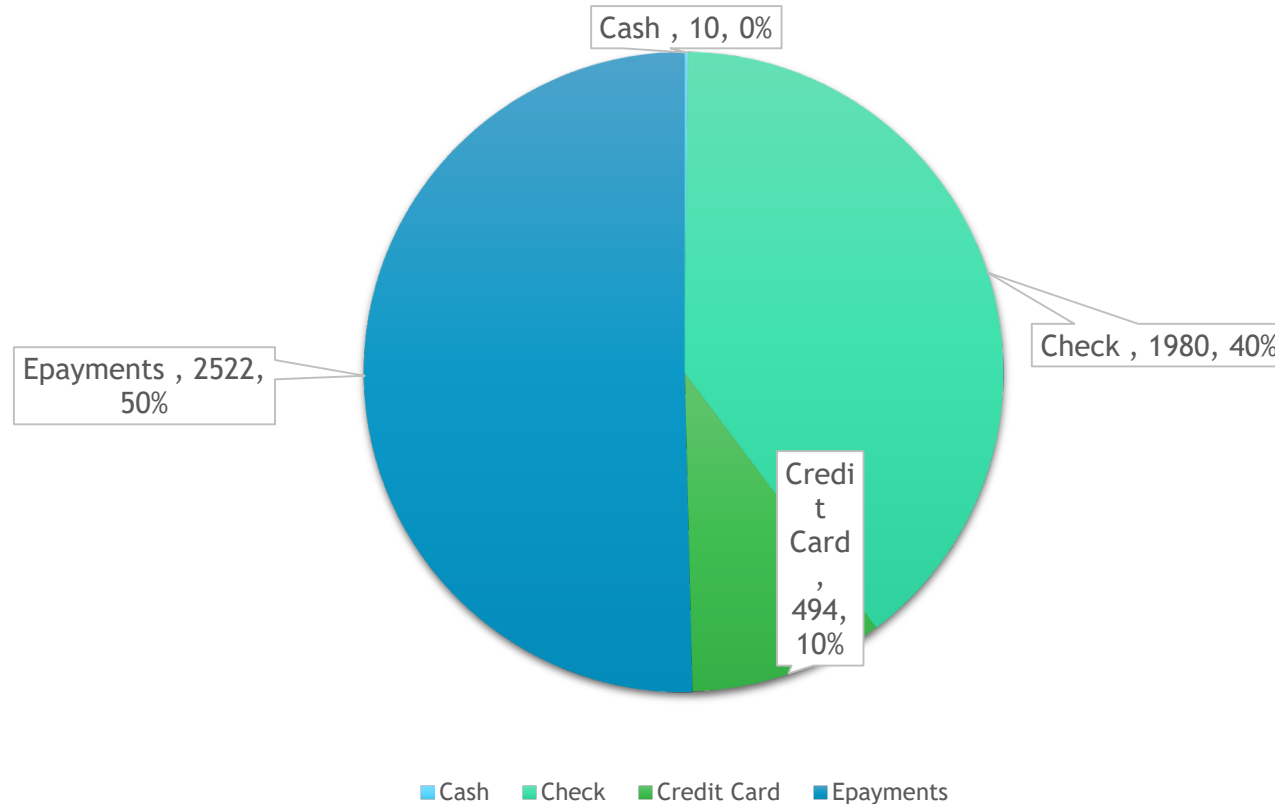
Internal Audit and Records Review

- ▶ In November 2022 the Registration Unit began its Internal Audit and Compliance Review of the Rent Registry Records
- ▶ In the 22-23 Registration Cycle, Registration Administrators have corrected the items below:
- ▶ Removed the 200 fully covered duplicate properties
- ▶ Corrected combined properties
- ▶ Applied missing AGAs from 1980 to 2021
- ▶ Corrected Exemptions and impacted account balances
- ▶ Corrected Exempt Occupant Status for most impacted units

Strategy #4

Advertise Online Payment Options

Total Transactions



Planning For 23-24 Success

Public Rent Registry Updates

- ▶ Converted the Registration “Link” to a Registration “button” so property owners would not overlook it.
- ▶ Added language to the portal informing property owners they need to register before they can pay fees online
- ▶ Worked with 3Di to update our search bar results to return more accurate searches
- ▶ Increased visibility of the primary owner contact information section to reduce the likelihood of it being overlooked.

Planning for Success

Internal Rent Registry Updates

- ▶ Accurate internal search bar return results
- ▶ Creation of an edit/void function for payment processing
- ▶ Creation of a passive display of the receipt number on the transaction history
- ▶ Additional columns and language have been added to the Transaction history to enhance transparency for the public and Registration Administrators
- ▶ Worked with 3di to create an AGA report to help us better track when AGAs are applied to properties
- ▶ Enhanced our payment reports to show more detail in payment tracking
- ▶ Included balance adjustments in the change log for easier staff tracking .

23-24 Initial Accomplishments

- ▶ Administrative Waiver Period extended to September 30th in time for the 23-24 registration cycle
- ▶ 2023-24 Registration Fee was approved by the Board in February 2023 Meeting
- ▶ 2023-2024 Registration Cycle opened April 3, 2023, allowing property owners 90 days to pay registration fees
- ▶ 2022-2023 Collections Project collected over \$330,000 in outstanding fees and penalties in 2023.
- ▶ 2023-2024 Registration statements were assembled electronically
- ▶ 2023-24 Registration statements and compliance instructions based on property type

Upcoming Projects and Updates

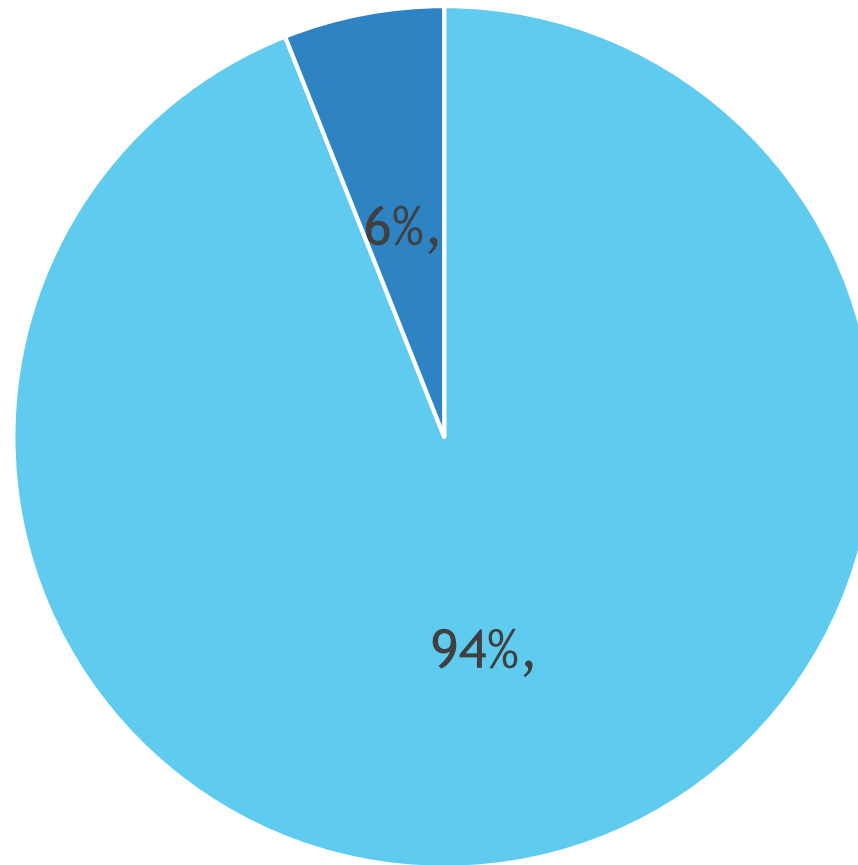
- ▶ Registration Appointments
- ▶ New Waiver Form
- ▶ Property file digitization
- ▶ Rent Registry partial payments
- ▶ Rent Registry “How to guides” and an “FAQ” page for property owners
- ▶ Electronic statements
- ▶ Mass Email Distribution
- ▶ Unit Status code and Occupant Type mapping
- ▶ Update Year built and Property Acquisition dates

2022-23 Registration Cycle

Registration Facts and Figures

- ▶ 2021/2022 Registration Compliance
- ▶ 2022/2023 Registration Compliance
- ▶ Unit Status Data
- ▶ Occupant Type Data
- ▶ Fully covered vs Partially covered units

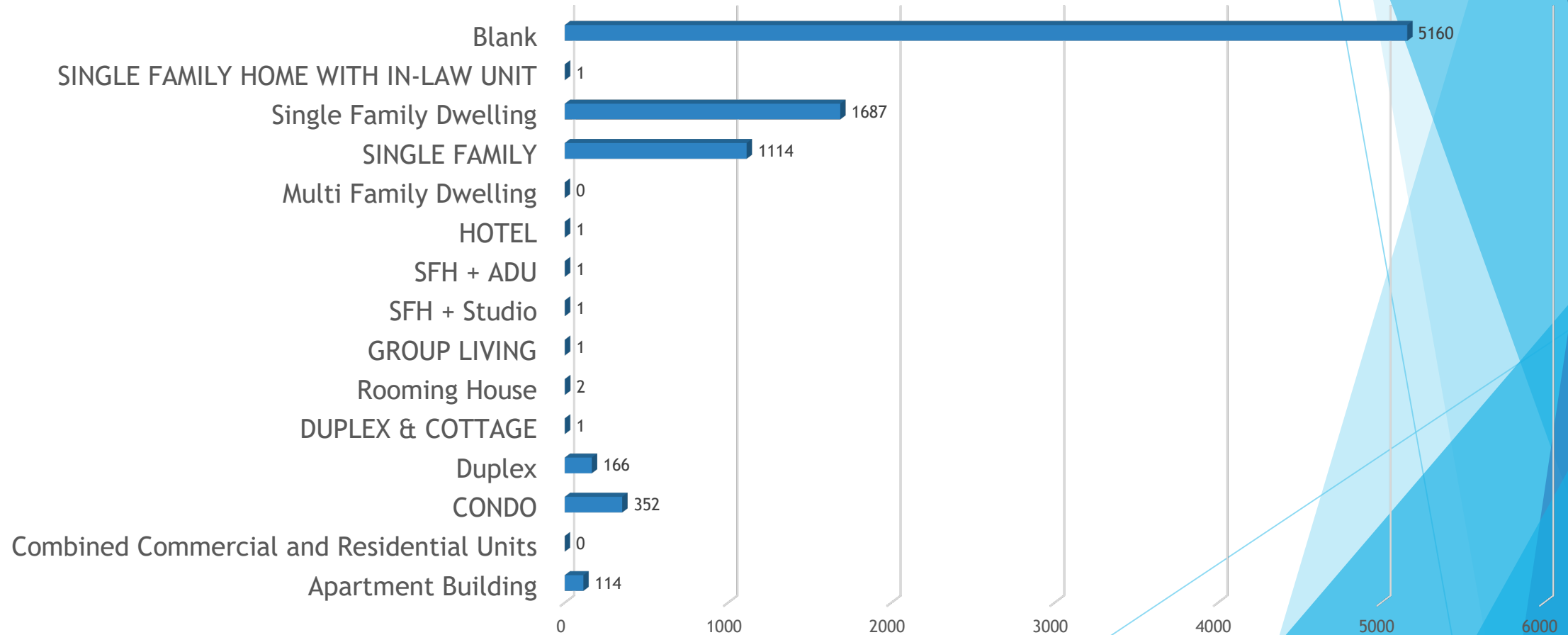
2021-2022 Registration Cycle Registration Compliance



■ Complete ■ Not Submitted

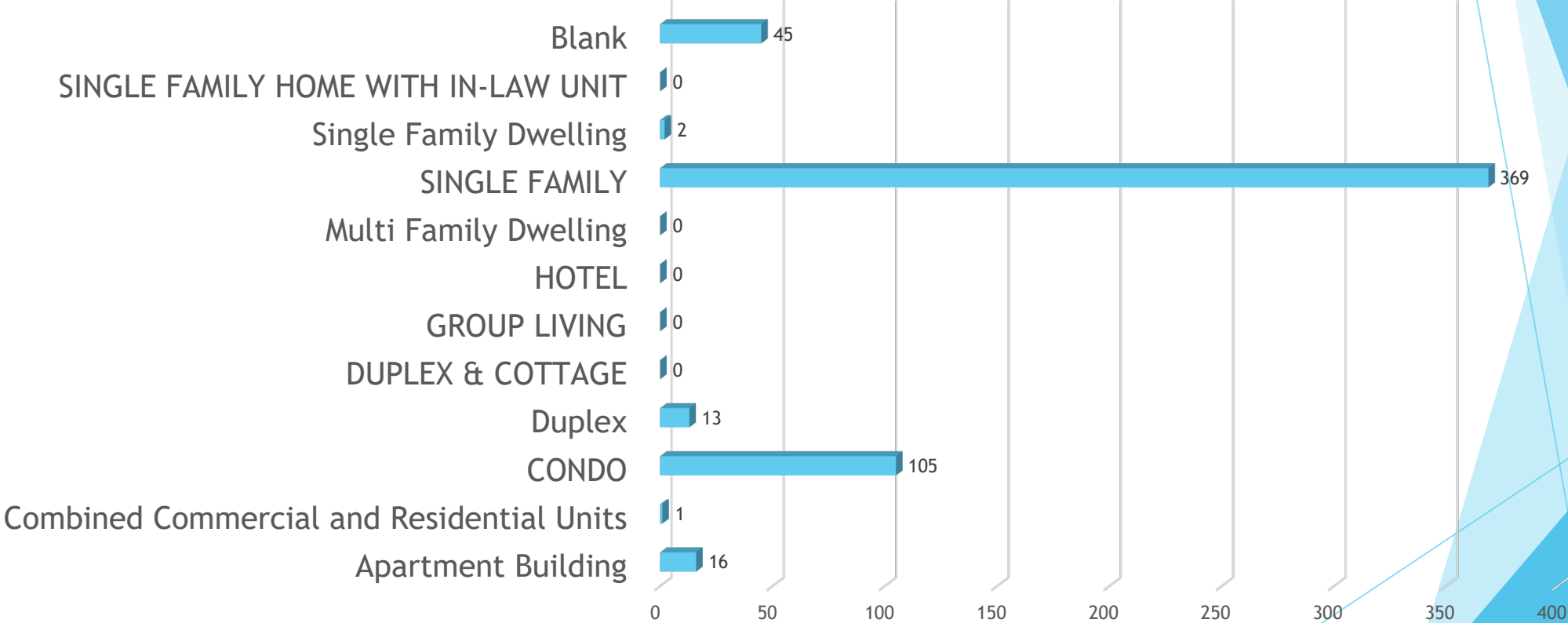
2021-22 Registration Cycle

Completed Registrations by Property Type



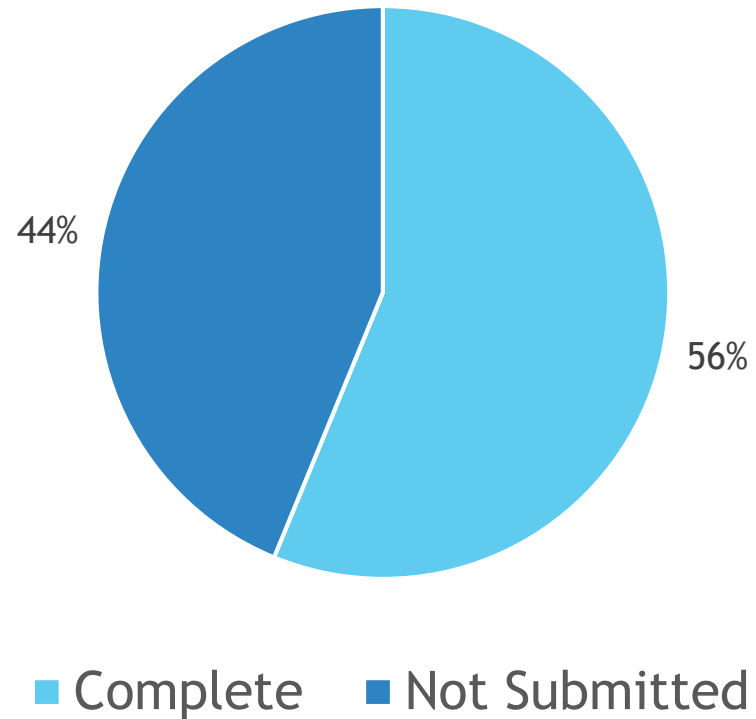
2021-22 Registration Cycle

Not Submitted Registrations by Property Type



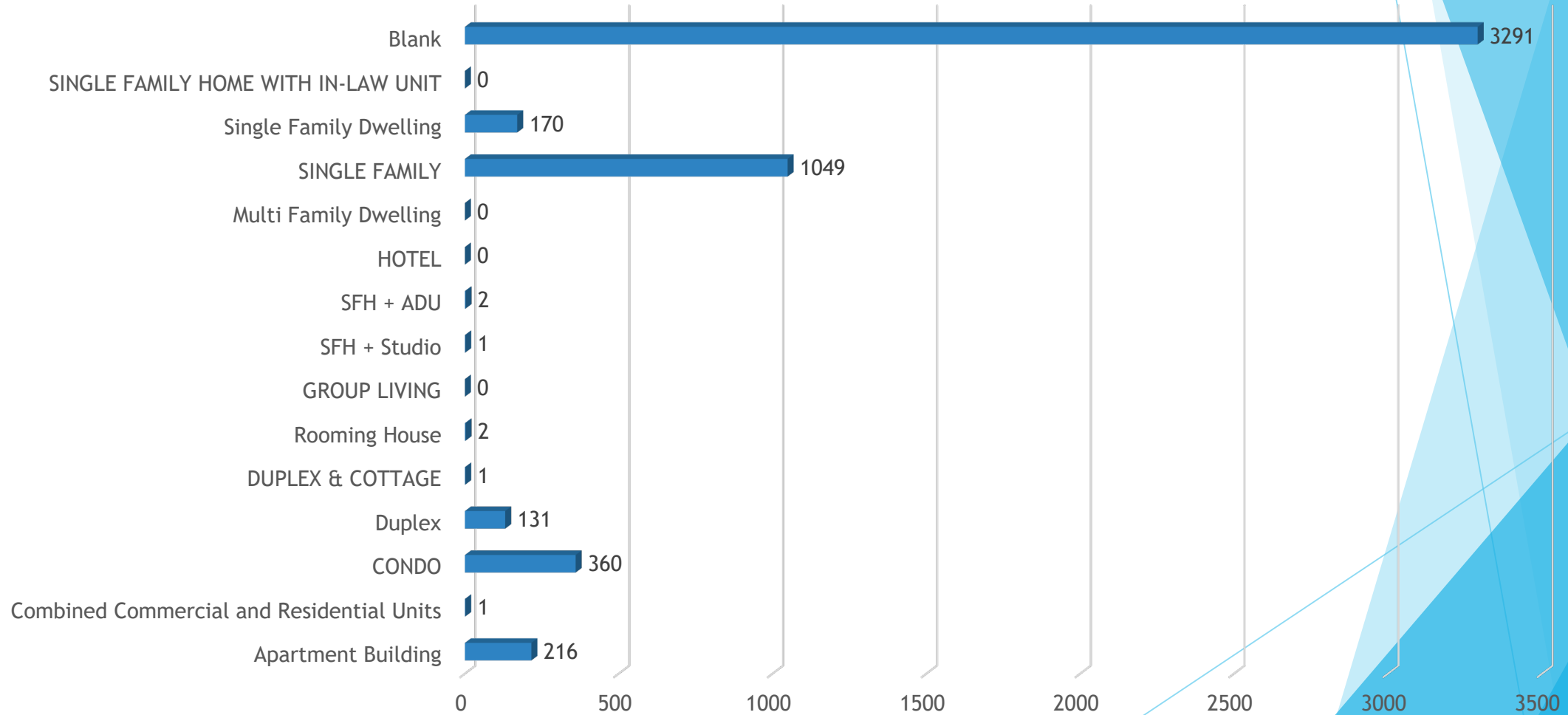
2022-23 Registration Cycle

Registration Compliance Comparison



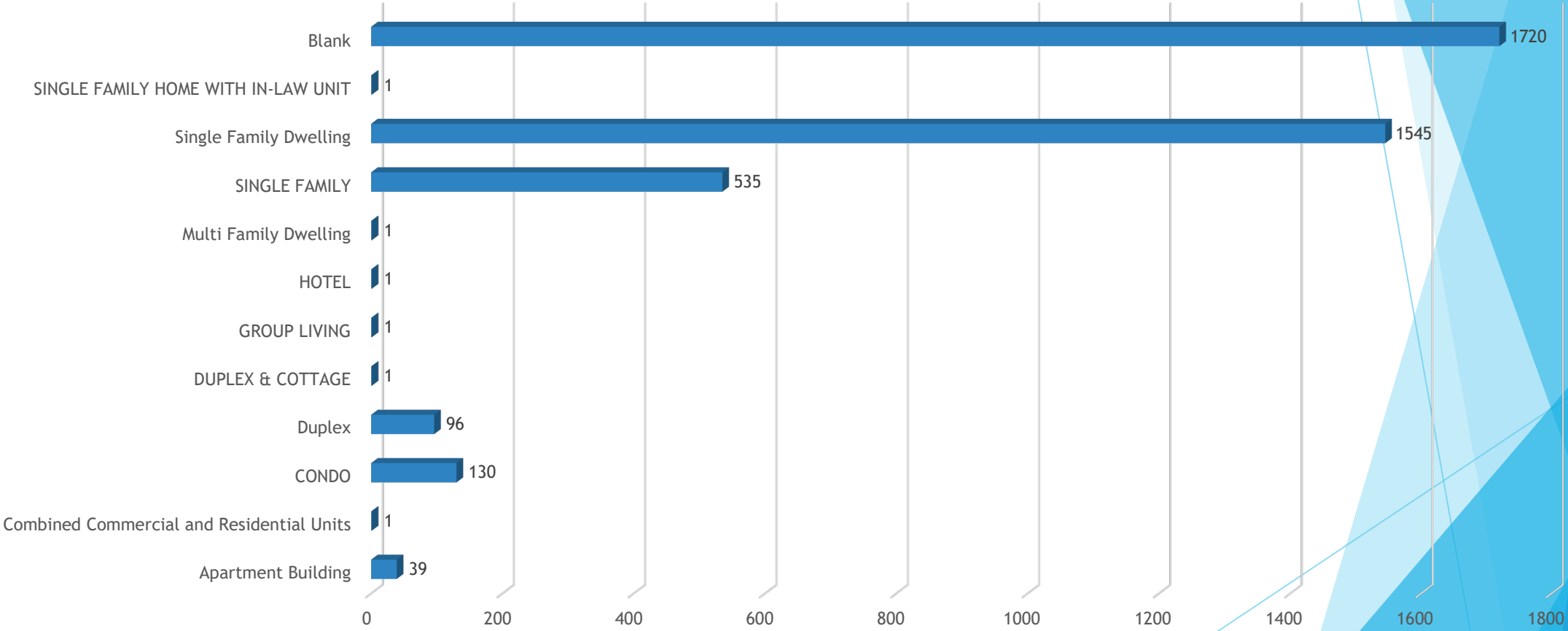
2022-23 Registration Cycle

Completed Registrations by Property Type

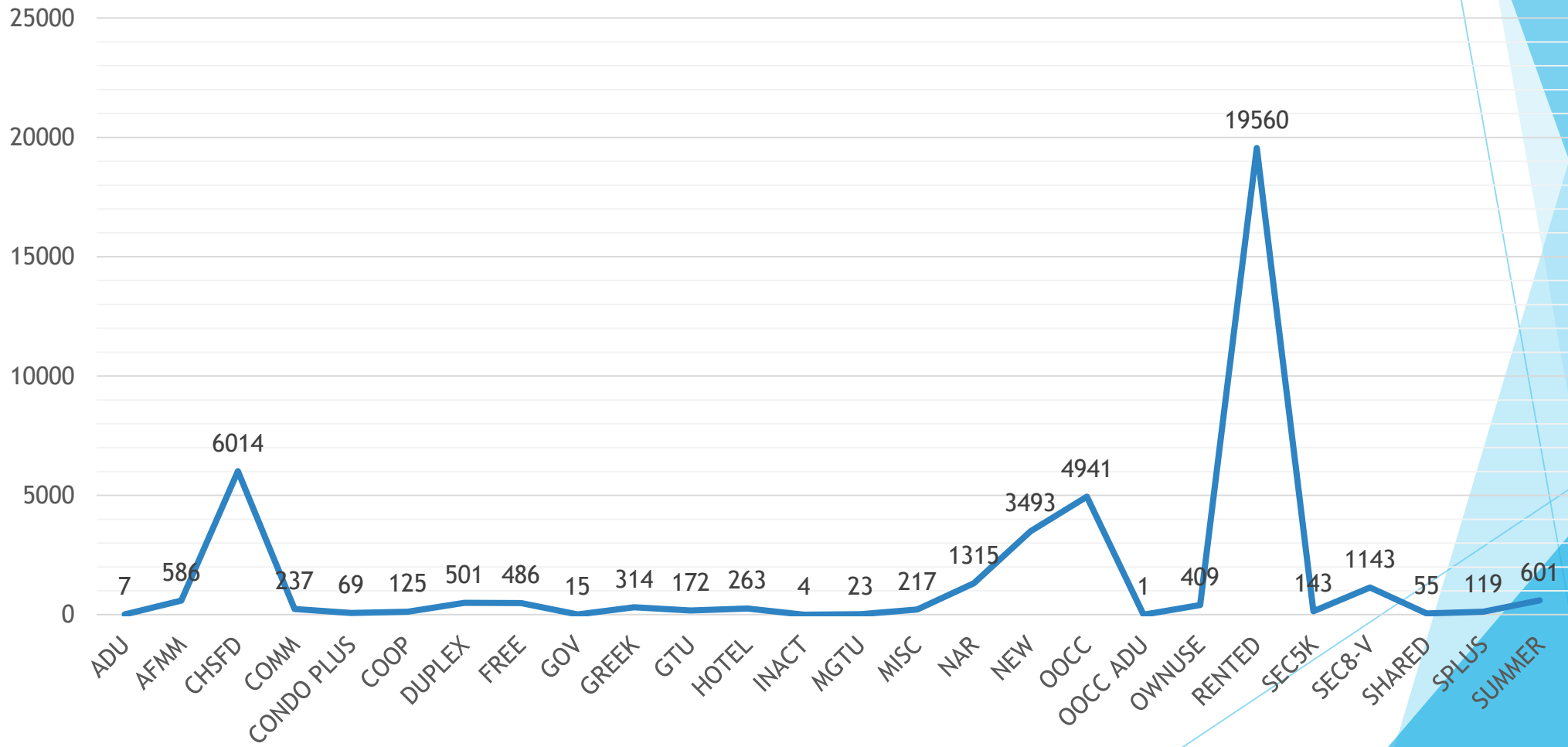


2022-23 Registration Cycle

Not Submitted Registrations by Property Type

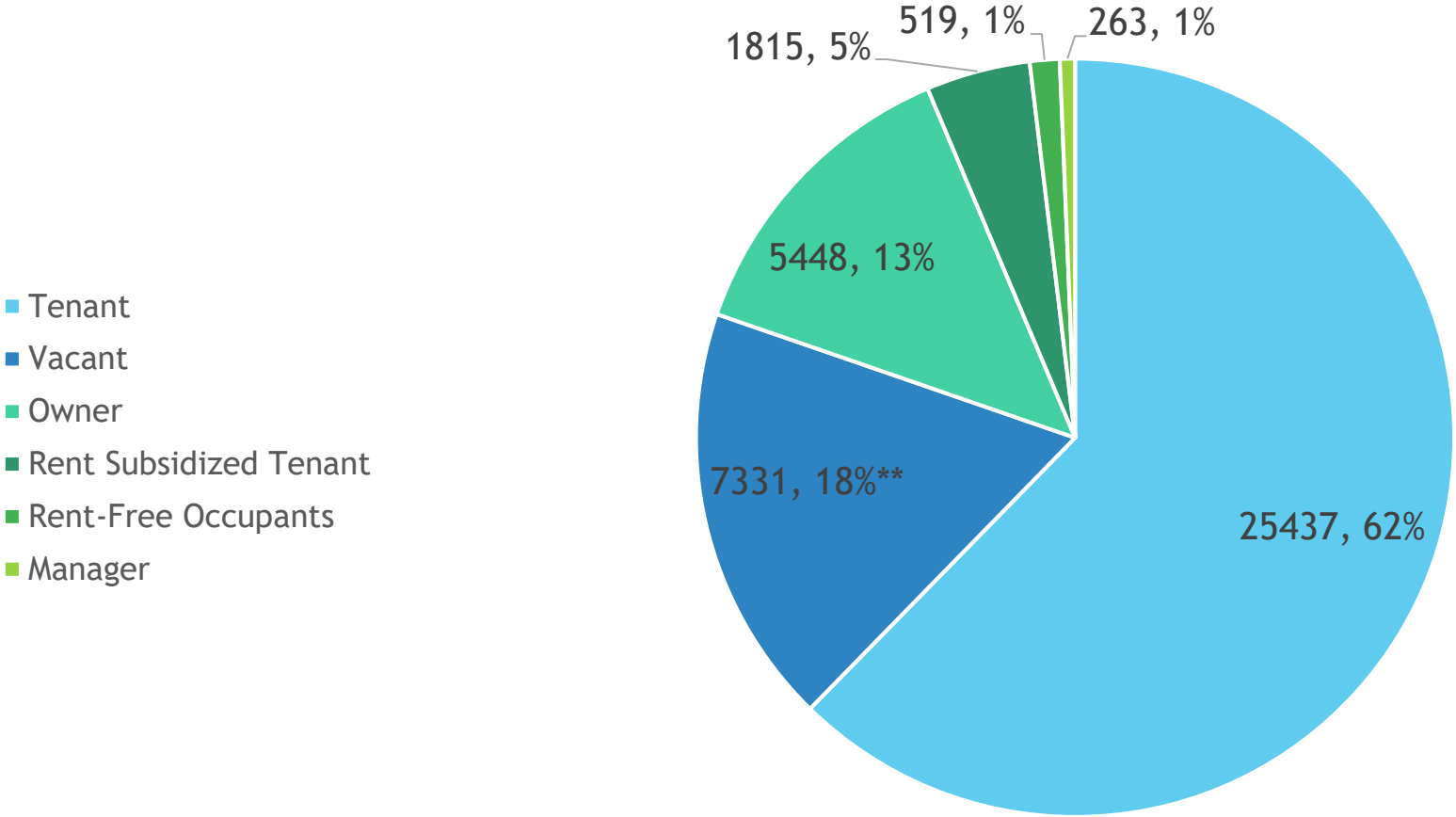


2022-23 Registration Cycle Unit Status Breakdown



2022-23 Registration Cycle

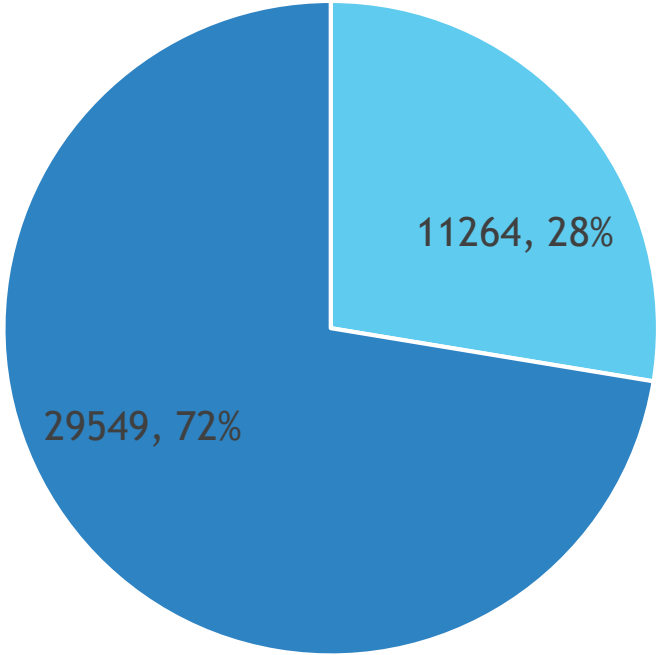
Unit Occupancy Types



** Staff Notes the vacancy rate is higher and being impacted by the data migration. The Vacancy rate is currently under review under the Internal Audit and Records Review.

2022-23 Registration Cycle

Fully Covered vs Partially Covered Units



- Total Partially Covered
- Total Fully Covered

2022-23 Registration Cycle

Registration Thank You's

- Registration Administrators
- Temporary Staffers
- PIU Staff
- Senior Leadership
- Commissioners

2022-23 Registration Cycle

▶ Questions or Comments



DATE: July 20, 2023

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: DéSeana Williams, Executive Director

BY: Amanda Eberhart, Registration Unit Manager

SUBJECT: Year Over Year Comparison of Registration Fees Collected as of July 14, 2023

YEAR OVER YEAR Fee Collection Comparison - As of July 14, 2023			
Registration Year	Fee Per Unit	Collected by July 14	Number of Properties For Penalty Billing (Approximate)
2017/2018	\$270	\$5.12 million	456
2018/2019	\$250	\$4.64 million	512
2019/2020	\$250	\$4.72 million	444
2020/2021	\$250	\$4.61 million	438
2021/2022	\$250	\$4.62 million	445
2022/2023	\$250 \$150	\$4.88 million	1,180
2023/2024	\$290 \$178	\$6.26 million	5,003

2023/2024 ONLY – Current Outstanding balances:

Current year fees: \$1,864,136
 Prior Year fees: \$192,223.93
 Penalties: \$3,134,329.17 (includes 100% penalty on current/prior year fees)
 Credits: \$(28,511.50)
TOTAL: \$5,162,177.60

Filed 03/09/2023

CERTIFIED FOR PUBLICATION

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION THREE

NCR PROPERTIES, LLC,

Plaintiff and Appellant;

v.

CITY OF BERKELEY et al.,

Defendants and Respondents;

SYDNEY LEE et al.,

Real Parties in Interest.

A163003

(Alameda County
Super. Ct. No. RG19024268)

2504 DANA STREET, LLC et al.,

Plaintiff and Appellant;

v.

CITY OF BERKELEY et al.,

Defendants and Respondents;

GLORIA CHEN et al.,

Real Parties in Interest.

(Alameda County
Super. Ct. No. RG19028640)

Appellant landlords (Landlords) purchased two derelict single-family homes in Berkeley and rehabilitated them, converting them into triplexes. After Landlords rented out the units, a dispute arose as to whether the properties are subject to the City of Berkeley's Rent Stabilization and Eviction for Good Cause Ordinance, Berkeley Municipal Code Chapter 13.76 (Rent Ordinance). Landlords contended the new units are exempt from local

rent control under the Costa-Hawkins Rental Housing Act, Civil Code section 1954.50 et seq. (Costa-Hawkins), which provides an exemption for residential units that have a certificate of occupancy issued after February 1, 1995. (Civ. Code, § 1945.52, subd. (a)(1).)

The City of Berkeley’s Rent Stabilization Board (Rent Board) disagreed as to four of the six units. Explaining that, before Landlords purchased the homes, the properties had been managed as rooming houses, the Rent Board concluded two of the three units in each building were carved from space that had been rented for residential use before the current certificates of occupancy issued. Thus, these four units reflect a mere conversion from one form of residential use to another, rather than an expansion of the housing stock. Only an attic unit in one building and a basement unit in the other are exempt from local rent control as new construction, the Rent Board found. Informing the Rent Board’s conclusion was its Resolution 17-13 (Resolution 17-13), an interpretive gloss on the Rent Ordinance.¹

¹ We grant respondents’ unopposed request for judicial notice of the following documents: a certified copy of Resolution 17-13, copies of Rent Board Regulations 403 & 403.5, and excerpts of Berkeley Municipal Code (B.M.C.) section 13.76.010 et seq. (See Evid. Code, §§ 452, subds. (b) & (c), 453, 459.) We likewise grant appellants’ unopposed request for judicial notice of the City of Berkeley’s “Guidelines for Issuance of Certificates of Occupancy,” available at <<https://berkeleyca.gov/sites/default/files/2022-02/Guideline%20for%20Issuance%20of%20Certificates%20of%20Occupancy%20Policy.pdf>> (as of Mar. 9, 2023). We deny as unnecessary appellants’ request for judicial notice of the Legislative Counsel’s Digest for Assembly Bill No. 1164 (1995–1996 Reg. Sess.), which became Costa-Hawkins, and Appellants’ Request for Judicial Notice in Support of Letter Brief because published legislative history may be cited without a request for judicial notice. (*Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 46, fn. 9.) And we deny the remaining requests for judicial notice on relevance grounds. (*People ex rel. Lockyer v. Shamrock Foods Co.* (2000) 24 Cal.4th 415, 422, fn. 2 [“a precondition to the taking of judicial notice in

We reach the same conclusion by applying the rule of *Burien, LLC v. Wiley* (2014) 230 Cal.App.4th 1039 (*Burien*) to the admittedly new context of this case. Because the four units in dispute were converted from space long dedicated to residential use, *Burien* teaches that Costa-Hawkins does not exempt them from local rent control as new construction. And because Resolution 17-13 interprets the Rent Ordinance in a manner consistent with *Burien* and with Costa-Hawkins, neither Resolution 17-13 nor the Rent Ordinance is preempted by state law.

BACKGROUND

Landlords are two corporate entities formed by the same persons to engage in parallel projects, that is, to purchase, upgrade, and rent out residential property in Berkeley. Appellant 2504 DANA STREET, LLC purchased a single-family home at that address (Dana Street) in 2012. Appellant NCR PROPERTIES, LLC purchased a similar home at 2401 Warring Street (Warring Street) the following year. In light of the overlap in membership and activity between appellants, we refer to them both individually and collectively as “Landlords.”

Before Landlords purchased Dana Street, the property was operated as an unpermitted rooming house.² A three-story building with a steeply pitched roof, it was originally a single-family home that had been permitted in the 1970’s as a foster home for girls. As of 2006, 11 rooms in the 14-

either its mandatory or permissive form” is that “any matter to be judicially noticed must be relevant to a material issue”].)

² A rooming house is a building, other than a hotel, rented to at least five individuals with at least five separate leases, according to Rent Board regulations. (Rent Board Regs. 403, 403.5.) The City apparently requires a use permit to convert a single-family home to a rooming house, but even where no permit has been obtained, a property operating as a rooming house must be registered with the Rent Board. (Rent Board Reg. 403.5, subd. (B).)

bedroom, 4.5-bath home housed individual renters, but these rooms were not subject to rent control because the owner also resided in the home and shared kitchen and bath facilities with the tenants. Also, the home had deteriorated to the point where it could not be legally inhabited, in part because inadequate egress and a faulty sprinkler system rendered the third floor a fire hazard. The building was sold to Landlords with the understanding that its remaining tenants would move out before closing.

In August 2012, Landlords applied for a permit to convert Dana Street to a triplex. Among other improvements, they would raise the walls and substantially reduce the pitch of the roof to expand the second- and third-floor living spaces, replace the building's foundation, build external staircases and separate entrances to the second- and third-floor apartments, and install a new kitchen in each unit. When the project was finished, the building had 9 bathrooms, 19 bedrooms, and a total of more than 5,500 square feet of living space, of which 1,245 square feet was new. In December 2014, the City of Berkeley (City) issued Landlords a certificate of occupancy, reflecting a change in occupancy classification from single-family dwelling to multi-family use. Tenants moved in.

Before Landlords purchased the building on Warring Street it, too, had operated as an unpermitted rooming house for decades. Although classified for occupancy as a single-family residence, the three-story home had been registered with the Rent Board as an 11-unit rooming house since 2000. When Landlords took possession in 2013 only one tenant remained, and he soon moved out. The building was in poor condition, with a history of building code violations.

Landlords applied for a use permit to create a new basement unit and to convert the three floors that had been a rooming house on Warring Street

into two apartments. The project involved replacing the building's foundation, excavating space in the basement to create 1,254 square feet of newly habitable living area, adding 95 square feet of habitable space and a roof deck to the third story, installing a new kitchen in each unit, and other upgrades. The City Council approved the project in January 2015, the work was then done, and in December 2015 Landlords received a certificate of occupancy for their new triplex.

Originally, the City took the position that all six of the new units in Landlords' buildings were exempt from rent control under Costa-Hawkins as new construction. The City Manager so stated with regard to Warring Street in January 2015, when she recommended to the City Council that it approve Landlords' application to convert the property to a triplex. A lower-level employee reached the same conclusion with regard to Dana Street in a May 2015 email. Both times, it was the new certificate of occupancy that caused the City to conclude all the new rental units were exempt from the Rent Ordinance. Then, in November 2016, Berkeley voters passed Measure AA, which amended the Rent Ordinance's provision on new construction. (See B.M.C. 13.76.050.I.)

In May 2017, the Rent Board reversed course on these two properties. It sent Landlords letters declaring that two of the three units on Warring Street and all three units on Dana Street were subject to the Rent Ordinance. The letters constituted an administrative determination that the space that became these five units had been previously put to residential use, so that the 2014 decision in *Burien, supra*, 230 Cal.App.4th 1039 rendered these units not exempt from local rent control under Costa-Hawkins. Only the basement unit on Warring Street, where Landlords had excavated previously

uninhabitable space, was beyond the reach of the Rent Ordinance, according to the administrative determination.

A month later, the Rent Board enacted Resolution 17-13, which provides: “A rental unit with a certificate of occupancy issued after residential use of the unit began shall not qualify as exempt” from rent control under the “ ‘new construction’ ” exemption in the Rent Ordinance. The stated purpose of this resolution was to “ensure that Berkeley’s local new construction exemption does not conflict with the holding in *Burien*,” and thus with *Costa-Hawkins*.

Landlords contested the Rent Board’s administrative determination, filing petitions on January 19, 2018, to determine the exempt status of the units. A hearing officer for the Rent Board denied the petitions in December 2018, relying on Resolution 17-13 and *Burien*. Landlords appealed, and the Rent Board then modified the hearing officer’s decision with respect to Dana Street, to reflect that the third-story unit there was exempt from the Rent Ordinance because Landlords had created much of that habitable space by raising the roof. The Rent Board affirmed the hearing officer’s decisions in all other respects.

In June 2019, Landlords timely filed petitions in the trial court challenging the Rent Board’s decisions. Named as respondents were the City and the Rent Board. Each petition asserts a cause of action for administrative mandamus (citing Code Civ. Proc., §§ 1094.5, 1085), alleging that “the Rent Board exceeded its jurisdiction, and/or abused its discretion,” including by misapplying *Burien* and Resolution 17-13 and by making regulatory findings inconsistent with *Costa-Hawkins*’ exemption for new construction. Each petition also asserts a cause of action for declaratory

relief as to related legal contentions (see Code Civ. Proc., § 1060), including a declaration that state law preempts Resolution 17-13.

The petitions were consolidated and, on May 6, 2021, denied. The trial court found that Resolution 17-13 and the Rent Board’s decisions regarding the Dana Street and Warring Street triplexes “accurately reflect the *Burien* holding.” Judgment was entered in favor of the City and the Rent Board, and this timely appeal ensued.

DISCUSSION

This appeal presents two questions of law: whether the Rent Board correctly construed and applied Costa-Hawkins in determining that the four challenged units are not exempt from local rent control and, relatedly, whether Costa-Hawkins preempts Resolution 17-13’s construction of Berkeley’s Rent Ordinance. The material facts are not in dispute, and we independently review questions of law. (See *Palmer/Sixth Street Properties, L.P. v. City of Los Angeles* (2009) 175 Cal.App.4th 1396, 1405 [mandamus claim involving Costa-Hawkins]; *Crocker National Bank v. City & County of San Francisco* (1989) 49 Cal.3d 881, 888 [mixed questions of law and fact that are “predominantly legal”].) We first review the legal backdrop before considering the two issues in turn.

I.

The Legislature enacted Costa-Hawkins in 1995 to moderate what it considered the excesses of local rent control. (See *Mosser Companies v. San Francisco Rent Stabilization & Arbitration Bd.* (2015) 233 Cal.App.4th 505, 514.) The act has two main sections. One section, not at issue in this case, prohibits vacancy control. With few exceptions, it gives California landlords the right to set the rent on a vacant unit at whatever price they choose. (Civ. Code, § 1954.53.) The provision at issue here goes further, where it applies.

Civil Code section 1954.52, subdivision (a) (“section 1954.52(a)”) exempts three categories of rental property from rent control, even for existing tenancies.

Section 1954.52(a) states, “Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true: [¶] (1) It has a certificate of occupancy issued after February 1, 1995. [¶] (2) It has already been exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units. [¶] (3)(A) It is alienable separate from the title to any other dwelling unit” This third exemption is complex, but for present purposes it suffices to observe that the third exemption generally includes single-family homes and condominiums, which are both separately alienable property interests. (See *Burien, supra*, 230 Cal.App.4th at p. 1045.)

As originally enacted, the statute contained a loophole, which the Legislature closed in 2001. (*Burien, supra*, 230 Cal.App.4th at pp. 1046–1047.) In pertinent part, the Legislature amended the third exemption in section 1954.52(a) to exclude “[a] condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value.” (*Id.* at p. 1045, quoting § 1954.52(a)(3)(B)(ii).) The problem the Legislature was seeking to solve is illustrated by the facts of *Burien*. There, a tenant leased an apartment in 1981 and, still resident there 30 years later, received a notice that his rent would suddenly more than double. (*Burien*, at pp. 1042–1043.) The landlord had recently converted the building to condominiums and, without selling the tenant’s unit, sought to increase the tenant’s rent by an amount well in excess of what the local rent control

ordinance would tolerate. (*Id.* at p. 1043.) Under Costa-Hawkins as originally passed, the tenant’s unit would have been exempt from local rent control because the condominium was separately “alienable,” even though still owned by the same landlord. (§ 1954.52(a)(3)(A).) After amendment in 2001, the third exemption in section 1954.52(a) no longer applied to the tenant’s condominium because the landlord subdivider had not sold the unit.

With one loophole closed, the *Burien* landlord looked for another. Instead of invoking the third exemption in section 1954.52(a), it invoked the first exemption, for properties with “a certificate of occupancy issued after February 1, 1995.” (§ 1954.52(a)(1).) When the landlord converted its building to condominiums, it “obtained a new certificate of occupancy . . . based on the change of use from apartments to condominiums.” (*Burien, supra*, 230 Cal.App.4th at p. 1043.) This occurred after 1995, so the landlord contended the plain language of the first exemption removed the tenant’s condominium from the reach of local rent control. (*Id.* at p. 1047.) The tenant read the first exemption differently. He contended “the exemption refers to the first certificate of occupancy issued for the unit,” and did not apply to his unit because his tenancy pre-dated the new certificate. (*Id.* at p. 1044.) The *Burien* court concluded, “the language of subdivision (a)(1), standing alone, is susceptible of both parties’ constructions, but reading the section as a whole, the exemption can only apply to certificates of occupancy that precede residential use of the unit.” (*Ibid.*) *Burien* broadly announced a rule, consistent with but not apparent from the plain language of the statute, that “section 1954.52, subdivision (a)(1), refers to certificates of occupancy issued prior to residential use of the unit.” (*Id.* at p. 1042.)

In explaining its reasoning, the court first reviewed familiar principles of statutory construction. “Our primary task is to determine the intent of the

legislative body, so as to construe the statute to effectuate that purpose. [Citation.] We begin with the words of the statute. . . . ‘If the language is clear and unambiguous there is no need for construction, nor is it necessary to resort to indicia of the intent of the Legislature. . . .’ [¶] But the court is not prohibited ‘from determining whether the literal meaning of a statute comports with its purpose or whether such a construction of one provision is consistent with other provisions of the statute. . . . Literal construction should not prevail if it is contrary to the legislative intent apparent in the statute.’” (*Burien, supra*, 230 Cal.App.4th at p. 1043.) Where statutory language is “‘reasonably susceptible to more than one interpretation, we will “examine the context in which the language appears, adopting the construction that best harmonizes the statute internally and with related statutes. . . .” ’” (*Id.* at p. 1044.) And “ “[w]e must select the construction that comports most closely with the apparent intent of the Legislature.” ’” (*Ibid.*)

The *Burien* court next reviewed the 2001 amendment to Costa-Hawkins and its legislative history. The court cited an analysis of Senate Bill No. 985 (2001–2002 Reg. Sess.) by the Assembly Committee on the Judiciary, describing the 2001 amendment as necessary because section 1954.52, subdivision (a)(3) “‘was originally created to spur construction of condominiums’” but was being used instead to convert existing apartments to condominiums. Closing this “‘loophole,’” the 2001 amendment would ensure that “‘apartment units that have remained rentals would be subject to local rent control laws.’” (*Burien, supra*, 230 Cal.App.4th at pp. 1046–1047.)

The court assessed the parties’ proffered interpretations of section 1954.52(a)(1) against what the court took to be the purpose of the exemption.

(*Burien*, *supra*, 230 Cal.App.4th at pp. 1047–1048.) The court explained, “[w]hen a building is constructed, added on to, or altered, a certificate of occupancy is generated at the conclusion of all inspections to certify that the building meets local building code requirements for occupancy. A commonsense interpretation of section 1954.52, subdivision (a)(1), is that it excludes buildings from rent control that are certified for occupancy after February 1, 1995. Buildings that were certified for occupancy prior to February 1, 1995, are not excluded.” (*Id.* at p. 1047.) This interpretation, proffered by the tenant, “furthers the purpose of the exemption by encouraging construction and conversion of buildings which add to the residential housing supply,” while otherwise leaving in place protection for tenants. (*Ibid.*) By contrast, the court found, the landlord’s construction “does not further the purpose of the statute. A certificate of occupancy based solely on a change in use from one type of residential housing to another does not enlarge the supply of housing.” (*Ibid.*)

The *Burien* court also observed that the landlord’s construction of section 1954.52, subdivision (a)(1), would negate the 2001 amendment of subdivision (a)(3), rendering that portion of the statute “nugatory.” (*Burien*, *supra*, 230 Cal.App.4th at p. 1047.) If a certificate of occupancy issued as part of a condominium conversion could exempt a unit from rent control under subdivision (a)(1), as the landlord in *Burien* contended, then there would be no need to assess whether, under subdivision (a)(3), a tenant’s unit had “been sold separately by the subdivider to a bona fide purchaser.” (§ 1954.52(a)(3)(B)(ii).) The court concluded, “[i]nterpreting section 1954.52, subdivision (a)(1) to apply to any certificate of occupancy issued after 1995 would circumvent the tenant protection enacted by the Legislature under

subdivision (a)(3) for buildings converted to condominiums.” (*Burien*, at p. 1048.)

Finally, the *Burien* court considered parallel exemptions in local rent-control ordinances designed to encourage the creation of new residential housing, which led to a discussion of *Da Vinci Group v. San Francisco Residential Rent etc. Bd.* (1992) 5 Cal.App.4th 24 (*Da Vinci Group*). (*Burien*, *supra*, 230 Cal.App.4th at pp. 1048–1049.) While *Da Vinci Group* is consistent with *Burien*, it predates *Costa-Hawkins* and construes an ordinance not at issue in this case, and the case is accordingly of limited use here.

But *Burien*’s discussion of *Da Vinci Group* does show that the *Burien* court was thinking about other conversions, beyond the paperwork condominium conversion before it. In *Da Vinci Group*, a commercial warehouse had been informally converted into apartments by 1980 and several years later, following substantial renovations to bring the residential units up to code, was awarded its first certificate of occupancy. (*Da Vinci Group*, *supra*, 5 Cal.App.4th at p. 27.) The property owner argued the building was exempt as “ ‘new construction’ ” from San Francisco’s rent ordinance. (*Id.* at p. 28.) Similarly to the first exemption adopted in *Costa-Hawkins*, that ordinance excluded “ ‘rental units located in a structure for which a certificate of occupancy was first issued after the effective date of this ordinance.’ ” (*Ibid.*) The appellate court upheld the local agency’s determination that this exclusion did not apply, although “[a]t first glance” it appeared to, because the belatedly obtained certificate of occupancy merely legalized residential use that was already occurring. (*Id.* at pp. 28–30.) The certificate of occupancy was new, but the “units were not newly constructed,

nor was the building restructured to permit new residential use,” the *Da Vinci Group* court explained. (*Id.* at p. 30.)

II.

The central dispute between the parties in this case is over how broadly to read and apply *Burien*, *supra*, 230 Cal.App.4th at p. 1048. The trial court embraced the expansive language in which *Burien* expressed its holding, agreeing that the first exemption in section 1954.52(a) “refers to certificates of occupancy issued prior to residential use of the unit.” (*Burien*, at p. 1042.) Before us, the Rent Board endorses this reading, while Landlords seek to limit and distinguish *Burien*.

A.

Landlords’ first argument is that the “plain language” of section 1954.52(a) compels a ruling in its favor because this first exemption unambiguously and categorically exempts properties receiving a certificate of occupancy after 1995. The problem with this statutory construction is that it is the same one the *Burien* court for good reason rejected. (*Burien*, *supra*, 230 Cal.App.4th at p. 1047.) We fail to see how the same statutory language can be read narrowly when applied to a condominium conversion in *Burien*—to reach only a certificate of occupancy that precedes residential use—but be read broadly to reach any certificate of occupancy after 1995 when, as here, a property owner converts a single-family home or rooming house to a triplex. It is the same statutory language in both cases. Landlords do not contend *Burien* was wrongly decided, and we see no principled basis for concluding that the nature of the residential use before or after conversion justifies a different construction of the statute.³ Landlords would have us ignore this

³ At oral argument, Landlords proposed a different construction—that we construe section 1954.52(a)(1) to cover any unit receiving a certificate of

issue by characterizing *Burien*'s holding as an "exception[]" to Costa-Hawkins that must be narrowly construed. But *Burien* does not carve out an exception to Costa-Hawkins, it interprets the exact statutory exemption that is at issue in this case.

Amici curiae California Apartment Association and San Francisco Apartment Association attempt to support Landlords' statutory construction by arguing that *Burien* erred in confining section 1954.52(a)'s first exemption to new construction. They contend that new construction is the subject matter of subdivision (a)(2), and that subdivision (a)(1) rests instead on a bright-line distinction between properties that have a certificate of occupancy after February 1, 1995 and properties that do not, regardless of when the properties are first put to residential use. We see two problems with this argument, besides its inconsistency with *Burien*.

First, amici curiae's reliance on section 1954.52, subdivision (a)(2) is misplaced. This second exemption in Costa-Hawkins continues protection from local rent control for units that were "newly constructed" *before* 1995—properties that were exempted by local rent-control ordinances when new, before the enactment of Costa-Hawkins. (§ 1954.52(a)(2).) Subdivision (a)(2) grandfathers in the exemption for these no-longer new buildings. Subdivision (a)(1), by contrast, protects buildings that are actually new, in that they first receive a certificate of occupancy for residential use *after* February 1, 1995.

occupancy after February 1, 1995 except where a current tenancy began before the new certificate of occupancy issued. This carve-out for holdover tenants would have provided relief to the individual who filed suit in *Burien* but would not have closed the section 1954.52(a)(1) loophole for condominium conversions, as *Burien* did. Landlords' belatedly proposed construction is inconsistent with much of the language and logic of *Burien* and fails to harmonize the first and third exemptions in section 1954.52(a).

Second, amici’s reliance on the distinction between a building receiving a certificate of occupancy and a building being newly constructed founders on legislative history that equates these two circumstances. A Senate Floor Analysis explained that the bill that became Costa-Hawkins would “[e]xempt *newly constructed units* from rent control.” (Sen. Rules Com., Off. of Sen. Floor Analysis of Assem. Bill No. 1164 (1995–1996 Reg. Sess.), date July 23, 1995, page 2 (Sen. Floor Analysis), italics added.) The context for this statement makes clear it was meant to describe the proposed provisions, then in final form, that would become section 1954.52, subdivisions (a)(1) and (a)(2).⁴ A similar analysis in the Assembly states the bill “[e]xempts from local controls *any new construction* which is issued a certificate of occupancy after February 1, 1995, and exempts from local controls any residential real property which is already exempt from local controls as of February 1, 1995 pursuant to a local exemption for newly-constructed units.” (Assem. Housing and Community Development Com., Concurrence in Sen. Amendments to Assem. Bill No. 1164 (1995–1996 Reg. Sess.), date July 24, 1995, at p. 4

⁴ This report was published as the Senate was considering whether to amend Assembly Bill No. 1164 to incorporate the provisions of Senate Bill No. 1257 (1995–1996 Reg. Sess.), which had passed the Senate and which “would: [¶] . . . Exempt newly constructed units from rent control. Preempt local rent control provisions which impose vacancy controls [¶] . . . [¶] . . . Preempt local rent controls on the rental of ‘single family’ dwellings [¶] . . . Leave intact local authority to regulate or monitor the grounds for eviction.” (Sen. Floor Analysis, at pp. 2–3.) After the Senate agreed to these amendments and Assembly Bill No. 1164 became law, the described provisions were codified, respectively, as Civil Code sections 1954.52(a)(1) & (2), 1954.53, 1954.52(a)(3), and 1954.52, subdivision (c). That no separate mention was made of certificates of occupancy in this otherwise comprehensive account of the contents of the bill confirms that the Legislature intended a “certificate of occupancy” to serve as a proxy for a “newly constructed unit[]” in section 1954.52(a)(1). (Sen. Floor Analysis, at p. 2.)

(Assem. Analysis), italics added.) This description clearly refers to proposed language that would become section 1954.52, subdivisions (a)(1) and (a)(2), respectively.

Driving home the emphasis on new construction, the same Assembly Analysis continued: of the fourteen cities that then imposed residential rent control, the *only ones that did “not exempt new construction* from rent control, and therefore, *would be affected* by this bill [were] East Palo Alto, Cotati (partial exemption) and Los Gatos (partial exemption).” (Assem. Analysis, *supra*, at p. 5, italics added.) “Proponents contend that a statewide new construction exemption is necessary to encourage construction of much needed housing units, which is discouraged by strict local rent controls,” this Analysis continued. (*Id.* at p. 7.) The Assembly, in other words, voted for Costa-Hawkins on the understanding that the first exemption in section 1954.52(a) would extend “statewide” an exemption for “new construction,” and would affect only those jurisdictions that did not already “exempt new construction from rent control.” (Assem. Analysis, at p. 7.)⁵

⁵ Landlords point to the legislative history of an earlier, unsuccessful effort to limit rent control as support for their reading of Costa-Hawkins’s first exemption. Assembly Bill No. 483 (1985–1986 Reg. Sess.) (Assem. Bill 483), by the same author, would have exempted rental units “first occupied by a tenant . . . after the effective date of the bill.” (Legislative Counsel’s Digest, Jan. 30, 1985.) Landlords assert that by later choosing different language for the first exemption in Costa-Hawkins, the Legislature evinced an intent to exempt a larger swath of properties than the newly occupied units described in Assem. Bill 483. The problem with this argument is that we have no way of knowing whether, when the Legislature chose different language for Costa-Hawkins, it was trying to convey the same idea as in Assem. Bill 483 with words it considered more precise or, as Landlords would have it, was trying to convey a different idea. We therefore find the Legislature’s unsuccessful effort to pass AB 483 unenlightening. (See *Reznitskiy v. County of Marin* (2022) 79 Cal.App.5th 1016, 1033 [unpassed

We recognize that a certificate of occupancy is sometimes required in the absence of new construction. Under the state Building Code, a certificate of occupancy must issue (1) before a building or portion of a building may be occupied *and* (2) when a change in the occupancy classification of an existing structure is made. (Cal. Code Regs., tit. 24, Part 2, § 111.1; 7 Miller and Starr, Cal. Real Estate (4th ed. 2022) § 25.40.) The first circumstance describes new construction, but the second does not, as it comes into play when a landowner converts residential space from one occupancy classification to another. As relevant here, the Building Code requires a certificate of occupancy when a single-family home is converted to a triplex, since a single-family home fits occupancy classification R-3 and a triplex, as a multiple dwelling unit, is occupancy classification R-2. (Cal. Code Regs., tit. 24, Part 2, § 310.) In parallel with the Building Code, the City of Berkeley’s “Guidelines for Issuance of Certificates of Occupancy,” *supra*, state, “projects which result in the construction of new buildings *or* changes in the existing use or occupancy classification of a building or portion thereof will be issued a separate certificate of occupancy by the City of Berkeley Building Official.” (Italics added.)

Nothing in the language of the statute or in the legislative history we have reviewed suggests that the Legislature considered that a certificate of occupancy would issue when space, already in residential use, was converted to a different category of residential use. On the contrary, the contemporaneous records of both the Senate and Assembly reveal that what the Legislature thought it was doing with section 1954.52(a)(1) was exempting new construction from local rent control, so long as a property

bills subject to conflicting inferences]; *Arnett v. Dal Cielo* (1996) 14 Cal.4th 4, 29 [“ ‘Unpassed bills, as evidences of legislative intent, have little value’ ”].)

owner played by the rules and obtained a certificate of occupancy. Consistent with this legislative understanding, and for all the compelling reasons given in *Burien*, we accordingly construe section 1954.52(a)(1) as “refer[ring] to certificates of occupancy issued prior to residential use” of the affected property. (*Burien, supra*, 230 Cal.App.4th at p. 1042.) This is a statutory construction that “furthers the purpose of the exemption by encouraging construction” of new buildings, as well as conversions that “add to the residential housing supply.” (*Id.* at p. 1047.) It is a construction that aligns with the words of the statute and harmonizes subdivision (a)(1) with the language added to subdivision (a)(3) in 2001. (*Burien*, at p. 1047.) And it is the construction that “ ‘comports most closely with the apparent intent of the Legislature’ ” as expressed in the legislative history, to exempt new construction statewide. (*Realmuto v. Gagnard* (2003) 110 Cal.App.4th 193, 199; see also *Lungren v. Deukmejian* (1988) 45 Cal.3d 727, 735 [“the ‘plain meaning’ rule does not prohibit a court from determining whether the literal meaning of a statute comports with its purpose”].)

B.

Landlords next contend that even if the first exemption in section 1954.52(a) applies only to those certificates of occupancy that precede residential use of a unit and expand the supply of housing, their properties in this case qualify for the exemption. Emphasizing that their buildings were run-down, unoccupied single-family homes, Landlords assert that they expanded and improved the living spaces, enabled the properties to house more people, and created triplex units that had not previously existed. This was no mere “ ‘paperwork’ ” conversion, Landlords persuasively contend. (*Burien, supra*, 230 Cal.App.4th at p. 1047.) We acknowledge the renovations were extensive and increased the ability of both buildings to house tenants,

but conclude the factual differences between this case and *Burien* do not compel a different result here.

Landlords assert that each property houses more tenants now than it could before the conversion. Each building has more or larger bedrooms; additional kitchens, living rooms, and bathrooms; and more square footage of habitable space than before the renovations. But in comparing the total livable space in the building before and after renovations, Landlords draw the wrong comparison. They ignore that the Rent Board properly determined one unit in each building is exempt from rent control as new construction. Landlords do not contend that if we were to consider only the two contested units in each building, these units can house more tenants than could the entire building in the years before its renovation. Our review of the record suggests this more appropriate comparison, had they made it, would not favor Landlords. We note, for example, that the square footage of residential space that Landlords added appears to be less than the square footage of the two units the Rent Board has already exempted from rent control.⁶

Landlords also assert their buildings were derelict and unoccupied before renovations began, in the case of Dana Street “unfit for human habitation.” To the extent Landlords contend that whenever renovations improve the condition of a rental property, those improvements take that property outside the reach of local rent control, Landlords offer no legal support for this contention. To the extent Landlords intend this line of

⁶ Landlords described the Dana Street project to the Zoning Appeal Board as adding about 1,245 square feet of floor space, with a new third-floor unit (later exempted from rent control) exceeding 1,700 square feet. And the Warring Street project they described as adding 645 square feet of new floor area, mostly in a basement unit that would total 1,254 square feet and that would later be exempted from rent control.

reasoning to apply only for renovations that are sufficiently extensive, they offer no principle to distinguish such renovations from renovations insufficient to invoke the exception. Also, any interpretation of Costa-Hawkins that allows the renovation of properties in poor condition to remove them from the reach of local rent control would perversely reward landlords for allowing rental units to decay to the point the buildings need extensive rehabilitation. We see no indication the Legislature intended that result here.⁷ Nor do we consider it significant that Landlords' properties were unoccupied when renovations began. Especially with buildings near campus that house a rotating cast of students, we can hardly infer from the absence of tenants immediately before renovations began that the buildings were in fact uninhabitable. Indeed, the City's assessment that Dana Street could not "be legally inhabited" appears to have been based on conditions in (or before) 2005, and yet all 12 Dana Street units were reportedly occupied between 2006 and 2008. And even if we were to conclude that Costa-Hawkins intended to reward Landlords for remedying the conditions that made the third floor of Dana Street an uninhabitable fire hazard by removing that portion of the building from rent control, well, the Rent Board has already taken this step.

In seeking factual support for their application of Costa-Hawkins, Landlords misinterpret the certificates of occupancy. They contend that their certificates issued as a result of "complete structure changes—resulting in highly expanded residential use." (Italics omitted.) But there is no reference anywhere on either certificate of any expansion in the residential use of these

⁷ The Legislature separately addressed the subject of dilapidated units in section 1954.52, subd. (d), but no party asserts that provision of Costa-Hawkins applies in this case.

buildings, and the reference on the certificates to a complete structural change is taken out of context. When a certificate of occupancy issues, it must include a dozen different pieces of information, including “a description of that portion of the structure for which the certificate is issued.” (Cal. Code Regs., tit. 24, Part 2, § 111.2.) Here, both certificates of occupancy indicate the new “Occupancy Group: R-2” and, for the “portion of the structure for which the certificate is issued,” state: “Entire structure. Change from 2-story single family residence to a triplex” (Warring) or “Complete structure change from single family dwelling to three unit residential building” (Dana). This language merely establishes, as to each certificate of occupancy, that it governs the entire building as opposed to only a portion of it, and that the building has been converted from a single-family residence to a triplex. This language says nothing about the extent of the physical changes that made the conversion possible.

Finally, Landlords suggest that because these certificates of occupancy recognize three new units, no one of which existed before the conversion, the units come within the first Costa-Hawkins exemption as it is construed in *Burien*. Landlords undercut their own argument, however, with an admission in their brief opposing an amicus brief filed by the City of Oakland and the City and County of San Francisco in support of the Rent Board. Landlords concede, in responding to the hypothetical of an owner who divided a two-bedroom unit into two one-bedroom units, that “*Burien’s* prohibition on paperwork conversions would likely cover this scenario.” But if converting a two-bedroom unit to two one-bedroom units does not remove a hypothetical property from the jurisdiction of the Rent Board, we fail to see how converting a property into three units that is either a single large unit or

many small units (depending whether one references legal or actual occupancy) could have any different effect.

Having walked back their final argument, Landlords appear to be relying on some mix of the arguments we have already rejected. Landlords contend their certificates of occupancy are not “based solely on a change in use from one type of residential housing to another” (quoting *Burien, supra*, 230 Cal.App.4th at p. 1047) because their projects undertook to do much more than merely convert to triplexes. But Landlords have not established that modestly expanding the living space or extensively renovating the buildings suffices to remove all six of the new units from the reach of local rent control, rather than the single unit in each building that was properly deemed exempt. In sum, we see no reason to abandon the statutory construction of Costa-Hawkins’s first exemption that was adopted in *Burien*, and we agree with the Rent Board that, applying that construction here, only one of three units in each of Landlords’ buildings is exempt from local rent control.

C.

Landlords also contend that Resolution 17-13 “conflicts with Costa-Hawkins on its face and as applied,” and leads to an application of the Rent Ordinance that is contrary to Costa-Hawkins. Resolution 17-13 is thus preempted by state law, as is the Rent Ordinance as applied here, they contend. The conclusions we have already reached about the first exemption in section 1954.52(a) make quick work of these contentions.

Local governments may make and enforce rent control “ordinances and regulations not in conflict with” state law. (Cal. Const., art. XI, § 7; see also *Birkenfeld v. City of Berkeley* (1976) 17 Cal.3d 129, 140.) If Resolution 17-13 or the Rent Ordinance were to conflict with Costa-Hawkins, they would be to

that extent without effect. This much is clear from the opening words of section 1954.52(a): “Notwithstanding any other provision of law”

But we see no inconsistency between Costa-Hawkins, properly construed, and Resolution 17-13. Resolution 17-13 interprets the Rent Ordinance in terms drawn directly from *Burien, supra*, 230 Cal.App.4th at p. 1042. “A rental unit with a certificate of occupancy issued after residential use of the unit began shall not qualify as exempt” from Berkeley rent control, states Resolution 17-13. Reaffirming *Burien* today, we find no conflict between the principle articulated in Resolution 17-13 and Costa-Hawkins. We thus reject the facial and as-applied challenges to Resolution 17-13 and the Rent Ordinance it construes.

DISPOSITION

The judgment of the trial court is affirmed. Appellants are to pay costs on appeal.

TUCHER, P.J.

WE CONCUR:

FUJISAKI, J.
PETROU, J.

Trial Court: Alameda County Superior Court

Trial Judge: Hon. Stephen D. Kaus

Counsel: Zacks, Freedman & Patterson, Scott A. Freedman, and
Emily L. Brough for Plaintiffs and Appellants

Dowling & Marquez, Curtis F. Dowling for California
Apartment Association and San Francisco Apartment
Association as Amici Curiae on behalf of Plaintiffs and
Appellants

City of Berkeley Rent Stabilization Board, Matthew Brown,
Matthew Jay Siegel, Hannah Kim; Goldfarb & Lipman
and James T. Diamond, Jr. for Defendants and
Respondents

Barbara J. Parker City Attorney, Maria Bee, Chief
Assistant City Attorney, Laura Lane, Supervising
Deputy City Attorney, and Braz Shabrell, Deputy City
Attorney (City of Oakland); David Chiu, City Attorney,
Yvonne Mere, Chief Deputy City Attorney, Tara
Steeley, Deputy City Attorney, and Manu Pradhan,
Deputy City Attorney (City & County of San Francisco)
for City of Oakland and City of San Francisco as Amici
Curiae on behalf of Defendants and Respondents

SUPREME COURT
FILED

Court of Appeal, First Appellate District, Division Three - No. A163003

JUN 21 2023

S279581

Jorge Navarrete Clerk

Deputy

IN THE SUPREME COURT OF CALIFORNIA

En Banc

NCR PROPERTIES, LLC, Plaintiff and Appellant,

v.

CITY OF BERKELEY et al., Defendants and Respondents;

SYDNEY LEE et al., Real Parties in Interest.

2504 DANA STREET, LLC et al., Plaintiff and Appellant,

v.

CITY OF BERKELEY et al., Defendants and Respondents;

GLORIA CHEN et al., Real Parties in Interest.

The petition for review is denied.

GUERRERO

Chief Justice



Rent Stabilization Board

DATE: July 20, 2023

TO: Members of the Berkeley Rent Stabilization Board, Program Staff, and the Public

FROM: DéSeana Williams, Executive Director

SUBJECT: US Bureau of Labor Statistics CPI Information

**CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)
SAN FRANCISCO-OAKLAND-SAN JOSE, ALL ITEMS LESS SHELTER 1982-84=100**

NEW SCALE	JUNE
1979	73.2
1980	83.3
1981	89.7
1982	97.3
1983	99.7
1984	104.1
1985	107.6
1986	109.2
1987	111.1
1988	116.6
1989	122.8
1990	127.5
1991	133.3
1992	138.2
1993	142.1
1994	143.7
1995	147.6
1996	150.7
1997	153.5
1998	155.2
1999	158.8
2000	163.7
2001	169.7
2002	169.1

NEW SCALE	JUNE
2003	172.9
2004	178.4
2005	180.6
2006	190.0
2007	196.33
2008	207.473
2009	205.878
2010	211.081
2011	217.252
2012	221.915
2013	225.872
2014	230.971
2015	231.934
2016	233.095
2017	237.107
2018	244.644
2019	253.308
2020	255.063
2021	268.989
2022	297.067

2125 Milvia Street, Berkeley, California 94704

TEL: (510) 981-7368 (981-RENT) • TDD: (510) 981-6903 • FAX: (510) 981-4940
E-MAIL: rent@berkeleyca.gov • INTERNET: rentboard.berkeleyca.gov



Rent Stabilization Board

APPENDIX C

DATE: July 20, 2023
TO: Rent Stabilization Board Commissioners, RSB Staff and the Public
FROM: DéSeana Williams, Executive Director
SUBJECT: HUD Lower Income Limits

Pursuant to Regulation 1274.5 (1)(b)(ii), the applicable household income limits which determine eligibility for a hardship phase-in are listed below:

Household Size Income Limit

1 person	\$78,550
2 people	\$89,750
3 people	\$100,950
4 people	\$112,150
5 people	\$121,150
6 people	\$130,100
7 people	\$139,100
8 people	\$148,050

**Commissioner Attendance at Rent Stabilization Board Meetings
Through Q2 of 2023**

2023	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Leah SIMON-WEISBERG	Dominique WALKER
January 19	Present	Present	Present	Present	Present	Present	Present	Present	Present
February 16	Present	Present	Present	Present	Present	Present	Present	Present	Present
March 16	Present	Present	Present	Present	Present	Present	Present	Present	Present
April 20	Present	Present	Present	Present	Present	Present	Present	Present	Present
May 18	Present	Present	Present	Present	Present	Present	Present	Present	Present
June 15	Present	Present	Present	Present	Present	Present	Present	Present	Present
July 20									
August 17									
September 21									
October 19									
November 16									
December 21									

* = Absent *with* compensation

** = Absent due to a medical reason

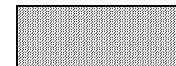
Bold and italicized = Special Meeting

**Commissioner Attendance
Rent Stabilization Board COMMITTEE Meetings:
January - March (Q1)**

COMMITTEES	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Leah SIMON-WEISBERG	Dominique WALKER
<i>Budget & Personnel</i>									
Thursday, February 9, 2023	Present						Present	Present	Present
Wednesday, February 22, 2023	Present						Present	Absent	Present
<i>Eviction / Section 8 / Foreclosure</i>									
Wednesday, March 8, 2023		Present	Present			Present	Present		
<i>LIRA</i>									
Monday, February 6, 2023	Present			Present		Present	Present		
<i>Outreach</i>									
Tuesday, January 31, 2023	Present	Present		Present	Present				
Wednesday, February 15, 2023	Present	Present		Present	Present				
Thursday, March 9, 2023	Present	Present		Present	Present				
<i>4 x 4 Joint Committee on Housing (City Council/Rent Board)</i>									
Wednesday, February 1, 2023	Present		Present		Present				Present
Wednesday, February 15, 2023			Present		Present			Present	Present
<i>2 x 2 Committee on Housing (BUSD/Rent Board)</i>									
<i>This Committee did not meet this quarter.</i>									
<i>Ad Hoc Committee on Environmental Sustainability</i>									
<i>This Committee did not meet this quarter.</i>									

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

Commissioner Attendance
 Rent Stabilization Board COMMITTEE Meetings
 April - June (Q2)

COMMITTEES	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Leah SIMON-WEISBERG	Dominique WALKER
Budget & Personnel									
Thursday, May 4, 2023	Present						Present	Present	Present
Thursday, June 1, 2023	Present						Present	Present	Present
Eviction / Section 8 / Foreclosure									
Tuesday, April 11, 2023		Present	Present			Present	Present		
LIRA									
Monday, April 3, 2023	Present			Present		Absent	Present		
Tuesday, May 2, 2023	Present			Absent*		Present	Present		
Outreach									
Monday, April 10, 2023	Present	Present		Present	Present				
Monday, May 8, 2023	Present	Present		Absent*	Present				
Monday, June 12, 2023	Present	Present		Present	Present				
4 x 4 Joint Committee on Housing (City Council/Rent Board)									
Tuesday, May 2, 2023			Present		Present			Present	Present
2 x 2 Committee on Housing (BUSD/Rent Board)									
Monday, May 15, 2023^					Present			Absent	
Monday, June 26, 2023^					Present			Present	
Ad Hoc Committee on Environmental Sustainability									
Wednesday, May 3, 2023		Present	Present	Absent*		Present			
Wednesday, June 28, 2023		Present	Absent	Present		Present			

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

2023 Unanticipated Remote Participation at Rent Board and Committee Meetings									
Soli ALPERT									
Stefan ELGSTRAND									
Xavier JOHNSON									
Andy KELLEY	3/09/2023 Outreach Committee Emergency Circumstances								
Vanessa Danielle MARRERO									
Ida MARTINAC	4/11/2023 Eviction Committee Just Cause								
Nathan MIZELL									
Leah SIMON-WEISBERG									
Dominique WALKER	5/18/2023 Regular Rent Board Meeting Just Cause								



Rent Stabilization Board

RENT STABILIZATION BOARD
EVICTION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, July 18, 2023 – 5:00 p.m.

Rent Stabilization Board Law Library – 2001 Center Street, 2nd floor, Berkeley

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

For in-person attendees, face coverings or masks that cover both the nose and the mouth are encouraged. If you are feeling sick, please do not attend the meeting in person.

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/83974776840?pwd=MnFOSFFGQ0dicHBMRnpvNGhJWFdJUT09>. 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: 839 7477 6840 and Passcode: 528359. 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 for the Committee's consideration and inclusion in the public record, email oeHLinger@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 3:00 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 apply for both in-person attendees and those participating 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 at the posted location(s). Questions regarding this matter may be addressed to DéSeana Williams, Executive Director of the Rent Board, at 510-981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



COMMUNICATION ACCESS INFORMATION:

This meeting is being held in a wheelchair accessible location. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services Specialist at (510) 981-6418 (voice) or (510) 981-6347 (TDD) at least three (3) business days before the meeting date.

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Rent Stabilization Board

RENT STABILIZATION BOARD

EVICITION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, July 18, 2023 – 5:00 p.m.

Rent Stabilization Board Law Library – 2001 Center Street, 2nd floor, Berkeley

AGENDA

1. Roll call
2. Land Acknowledgment Statement: The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.
3. Approval of the Agenda
4. Approval of Minutes of the April 11, 2023 meeting
5. Public Comment
6. Discussion and possible action regarding Distressed Property/Foreclosure Report
7. Confirm next meeting date
8. Adjournment

STAFF CONTACT: Ollie Ehlinger, Staff Attorney – (510) 981-4924

COMMITTEE: Stefan Elgstrand (Chair), Xavier Johnson, Ida Martinac, Nathan Mizell



Rent Stabilization Board

**RENT STABILIZATION BOARD
OUTREACH COMMITTEE MEETING**

Tuesday, July 18, 2023 – 6:00 p.m.

**Rent Stabilization Board Law Library – 2001 Center Street, 2nd floor, Berkeley
Teleconference location: 667 N. Dunton Avenue, East Patchogue, NY 11772**

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

For in-person attendees, face coverings or masks that cover both the nose and the mouth are encouraged. If you are feeling sick, please do not attend the meeting in person.

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/86432416179?pwd=cDF4YlRodWhLbGs3OGdGZXc3S016UT09>.

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: 864 3241 6179 and Passcode: 549298. 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 for the Committee's consideration and inclusion in the public record, email ndahl@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 4:00 p.m. on the day of the Committee meeting in order to be included.**

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Rent Stabilization Board

**RENT STABILIZATION BOARD
OUTREACH COMMITTEE MEETING**

Tuesday, July 18, 2023 – 6:00 p.m.

**Rent Stabilization Board Law Library – 2001 Center Street, 2nd floor, Berkeley
Teleconference location: 667 N. Dunton Avenue, East Patchogue, NY 11772**

AGENDA

1. Roll call (1 min)
2. Land Acknowledgment Statement: *The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors, and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.*
3. Approval of the Agenda (2 min)
4. Approval of the Minutes of the June 12, 2023 Meeting (5 min)
5. Public Comment (5 min)
6. Updates Related to Transition and End of Eviction Moratorium (5 min)
7. Tenant Survey Data and Final Report for Sept. 21 Board Meeting (15 min)
8. Review Quotes for BART and AC Transit Ads (15 min)
9. Next Meeting Scheduled for September 11, 2023 (2 min)
10. Future Agenda Items (5 min)
11. Announcements (5 min)
12. Adjournment (2 min)

STAFF CONTACT: Nathan Dahl, Public Information Unit Manager (510) 981-4935

COMMITTEE: Soli Alpert (Chair), Stefan Elgstrand, Andy Kelley, Vanessa Marrero



RENT STABILIZATION BOARD
AD HOC COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY

Wednesday, June 28, 2023 – 5:30 p.m.

Rent Stabilization Board Law Library – 2001 Center Street, 2nd floor, Berkeley

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

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To join by phone: Dial 1-408-638-0968 and enter Webinar ID: 883 3021 3845 and Passcode: 940498. 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 for the Committee's consideration and inclusion in the public record, email ndahl@cityofberkeley.info with the Subject line in this format: "PUBLIC COMMENT ITEM FOR AD HOC COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY". 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.**

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Rent Stabilization Board

RENT STABILIZATION BOARD
AD HOC COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY

Wednesday, June 28, 2023 – 5:30 p.m.

Rent Stabilization Board Law Library – 2001 Center Street, 2nd floor, Berkeley

AGENDA

1. Roll call (1 min.)
2. Land Acknowledgment Statement: *The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors, and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley’s landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley’s incorporation in 1878 and since the Rent Stabilization Board’s creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.*
3. Approval of the Agenda (2 min.)
4. Public Comment (5 min.)
5. Approval of May 3, 2023 Meeting Minutes (2 min.)
6. Discussion and Possible Action on Committee’s Draft Scope of Work (45 min.)
7. Future Agenda Items (15 min.)
8. Announcements (5 min.)
9. Adjournment (2 min.)

STAFF CONTACT: Nathan Dahl, Public Information Unit Manager (510) 981-4935

COMMITTEE: Ida Martinac (Chair), Stefan Elgstrand, Xavier Johnson, Andy Kelley