RENT STABILIZATION BOARD

Regular Meeting

Thursday, November 19, 2026 – 6:30 p.m.

School District Board Room – 1231 Addison Street, Berkeley, CA 94702

Teleconference location: 651 Addison Street, Apt. 215, Berkeley, CA 94710

Teleconference location: Prudential Properties Unit 11-Potworks, St. James Parish, Nevis, KN1102

Public participation

This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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 Board may take action related to any subject listed on the Agenda.

To access this meeting by Zoom

Join the meeting from a PC, Mac, iPad, iPhone, or Android device. If you do not want your name to appear on the screen, 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 1-669-444-9171, enter Webinar ID: 872 6677 7359 and Passcode: 505132. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Chair.

Email comments

Email comments must be submitted to amueller@berkeleyca.gov **by 3:30 p.m.** on the day of the meeting in order to be considered by the Board and included in the public record. Format your subject line: “RENT BOARD MEETING PUBLIC COMMENT ITEM.” Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

All rules of procedure and decorum apply for both in-person attendees and those participating remotely. Attendees at public meetings are reminded that other attendees may be sensitive to various scents. Please help the City respect these needs.

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AGENDA

1. **Roll call**

2. **Closed Session**: Pursuant to Government Code section 54957(b)(1), the Board will adjourn to reconvene in closed session for a Public Employee Evaluation of Performance discussion – Title: Executive Director

3. **Approval of Agenda**

4. **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.

5. **Public Comment for Unions representing Rent Board staff**

6. **Public Comment**

7. **Consent Items**

   a. Approval of the October 15th regular meeting minutes

   b. Recommendation to approve Commissioner Marrero's stipend deduction reimbursement request for her Outreach & Accessibility Committee meeting absence on September 24, 2026 (Commissioner Marrero & Chair Alpert)

   c. Recommendation to adopt substantive amendments to the following existing regulations regarding the operation of rooming houses: Regulation 403.5 [Rooming

House; definition] and Regulation 1269 [Changes in Space or Services; Substantial Deterioration] – *Second Reading* (LIRA Committee & General Counsel)

d. Recommendation to adopt substantive amendments to the following existing regulations regarding the timing of petitions for a rent ceiling adjustment as a result of added space or services: Regulation 1206 [Acceptance of Landlord Petitions] and Regulation 1269 [Changes in Space or Services; Substantial Deterioration] – *Second Reading* (LIRA Committee & General Counsel)

e. Proposal to approve staff recommendations on requests for waivers of late registration penalties (Executive Director/Registration Unit Manager) – ***Please see attachment 7.e. for a list of all addresses with discretionary waivers that will be considered by the Board.***

8. **Appeal in Case No. T-6151 (2340 Hilgard Ave., Unit F)** – This appeal will not be heard before 7:30 p.m. but may be heard anytime thereafter***. Please see attachment 8 for case description and legal staff recommendation.***

9. **Appeal in Case No. T-6164 (2035 9th St., Unit B)** – This appeal will not be heard before 7:30 p.m. but may be heard anytime thereafter***. Please see attachment 9 for case description and legal staff recommendation.***

10. **Special Order of Business** – Honoring the service of three outgoing Rent Board Members:

a. **Action Item**: Adopt Resolution 26-35 in Appreciation of Stefan Elgstrand for his four years of outstanding service to the Berkeley Rent Stabilization Board and the City of Berkeley (Chair Alpert & Commissioner Kelley)

b. **Action Item**: Adopt Resolution 26-36 in Appreciation of Vanessa D. Marrero for her four years of outstanding service to the Berkeley Rent Stabilization Board and the City of Berkeley (Chair Alpert & Commissioner Twu)

c. **Action Item**: Adopt Resolution 26-37 in Appreciation of Soli R. Alpert for his eight years of outstanding service to the Berkeley Rent Stabilization Board and the City of Berkeley (Vice-Chair Walker & Commissioner Johnson)

11. **Staff Presentation**: Demolition Ordinance Applications Update
Presenter: Associate Planner Katrina Lapira

12. **Action Items**

a. Recommendation to adopt Resolution 26-38 to extend the CoreLogic contract for five years (Executive Director and Budget & Personnel Committee)

b. Recommendation to adopt Resolution 26-39 to extend the Tolemi Building Blocks contract for five years (Executive Director and Budget & Personnel Committee)

c. Recommendation to adopt Resolution 26-40 approving the Rent Board Executive Compensation Policy (Budget & Personnel Committee and Executive Director)

d. Recommendation to adopt substantive amendments to Regulation 801 [Proper Filing of the Rent Registration Statement] – *First Reading* (LIRA Committee & General Counsel)

e. Recommendation to adopt proposed Regulation 806 [Paperless Billing and Electronic Submission of Registration Statements] – *First Reading* (LIRA Committee & General Counsel)

f. Recommendation to adopt non-substantive amendments to various regulations to reflect the renumbering of sections of the Ordinance and to remove other obsolete references based on Measure MM, Measure BB, and Measure X – *First Reading* (LIRA Committee & General Counsel)

13. **Information, Announcements and Articles/Media**
NOTE: The Board may vote to move Information Items to the Action calendar.

a. Publication of the 2027 Annual General Adjustment (AGA) of 2.5% and the 2026 Security Deposit Interest Rate of 0.6% (Executive Director)

b. Deadline to submit agenda items/topics for the December regular Rent Board meeting: **Thursday**, **December 3**rd by 5:00 p.m. – *Verbal*

14. **Committee/Board Meeting Updates and Announcements**

a. Budget & Personnel Committee (Vice-Chair Walker, Chair)

b. Climate Resilience & Habitability Committee (Commissioner Martinac, Chair)

c. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair)

d. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Chair Alpert, Chair)

e. Outreach & Accessibility Committee (Commissioner Kelley, Chair)

f. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Commissioner Marrero, Chair)

g. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board (Councilmember Lunaparra & Chair Alpert, Co-Chairs)

h. Updates and Announcements

i. Discussion of items for possible placement on future agenda

15. 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.

The Rent Board strives to make all documents available to the public accessible to everyone. If you are having trouble accessing any of the content in this document and need it in an alternative format or require another accommodation for a Rent Board meeting, please contact Board Secretary Aimee Mueller at amueller@berkeleyca.gov

BERKELEY RENT BOARD

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Minutes – *Unapproved*

1. **Roll call** – Chair Alpert called the meeting to order at 6:38 p.m.
   Aimee Mueller called roll.
   Commissioners present: Elgstrand, Johnson, Kelley, Marrero (via Zoom), Martinac, Mizell, Twu, Walker (via Zoom), Alpert
   Commissioners absent: None
   Staff present: Brown, Eberhart, Lecky, Mueller, Williams

   Following Roll call, Chair Alpert announced that the Board would adjourn to reconvene in closed session pursuant to California Government Code Section 54957(b)(1) discuss the public employee evaluation of performance of the Executive Director.

2. **Closed Session**: Pursuant to California Government Code Section 54957(b)(1), the Board will adjourn to reconvene in closed session to discuss the following:

   Public Employee Evaluation of Performance
   Title: Executive Director

   Following the Board's return from closed session, the Chair stated that no reportable action was taken.

   It was also announced that the public meeting audio prior to closed session was not audible to the captioner due to a technical issue. The Chair asked that Roll call be conducted again to ensure that the open session proceedings were captured properly.

   Roll call – Called at 7:34 p.m.
   Aimee Mueller called roll.
   Commissioners present: Elgstrand, Johnson, Kelley, Marrero (via Zoom), Martinac, Mizell, Twu, Walker (via Zoom), Alpert
   Commissioners absent: None
   Staff present: Brown, Eberhart, Lecky, Mueller, Williams

3. **Approval of Agenda** – M/S/C (Kelley/Mizell) APPROVE AGENDA WITH ONE CHANGE: MOVE THE DISCRETIONARY WAIVER FOR 2055 CENTER ST. TO ACTION. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

4. **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 Acknowledgment Statement was played aloud.

5. **Public Comment for Unions representing Rent Board staff** – No speakers.

6. **Public Comment** – Phil Rapier of the Eviction Defense Center (EDC) spoke about the importance of funding the EDC's vital work. Anthony Grealy spoke about his waiver request for 1115 Ward Street. Derek Wallace expressed his gratitude for and appreciation of Moni T. Law's work. Krista Gulbransen of the Berkeley Property Owners Association spoke in appreciation of Moni T. Law. Marla Abrolat spoke in support and recognition of her sister, Moni T. Law. Douglas Kwon spoke about the waiver request for 2435 San Pablo Ave.

7. **Consent Items**

   a. Approval of the July 16th regular meeting minutes

   b. Approval of the September 17th regular meeting minutes

   c. Recommendation to adopt Resolution 26-31 amending the Rent Board's Records Retention Schedule to include updated retention code descriptions and periods for enhanced records management (Executive Director)

   d. Recommendation to amend Regulations 403.5 and 1269 to address security issues associated with room locks (LIRA Committee)

   e. Recommendation to adopt Resolution 26-32 confirming the 2027 Annual General Adjustment (AGA) 2.5 percent and order that the 2027 AGA be published as Regulation 1149

   f. Recommendation to adopt Resolution 26-33 confirming that the 2027 relocation assistance payments for Owner Move-In and Ellis Act evictions shall increase by 3.8 percent effective January 1, 2027, and publishing the 2027 relocation payment amounts

   g. Proposal to approve staff recommendations on requests for waivers of late registration penalties (Executive Director/Registration Unit Manager)

   M/S/C (Kelley/Mizell) ADOPT ALL CONSENT ITEMS AS WRITTEN. Roll call vote.

YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

8. **Special Order of Business**: Honorary Resolution in Appreciation of Moni T. Law

   a. **Action Item**: Adopt Resolution 26-26 in Appreciation of Moni Trenise Law for More Than Fifteen Years of Distinguished Public Service to the Berkeley Rent Stabilization Board and the Berkeley community (Chair Alpert and Vice-Chair Walker)

   Following Ms. Law's words of appreciation to the Commissioners and her former colleagues, the Board took the following action:

   M/S/C (Martinac/Mizell) ADOPT RESOLUTION 26-26 AS WRITTEN. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

9. **Special Presentation**: *Rent Board Data System Modernization Project*
   Presenter: Matt Harding, CEO, EcoMetricx

   Mr. Harding, Ryan Ragusa, AJ Sager and Jervin Geronimo presented and took questions from the Board.

10. **Action Items**

   a. Recommendation to amend Regulations 1206 and 1269 to address time limitations for filing rent increase petitions for added space and services (LIRA Committee)

   M/S/C (Mizell/Elgstrand) AMEND REGULATIONS 1206 AND 1269 AS RECOMMENDED. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

   b. Discussion and possible action regarding Evans Manor and potential enforcement action within the City (Chair Alpert)

   M/S/C (Alpert/Kelley) AUTHORIZE THE CHAIR IN COORDINATION WITH STAFF TO SEND A LETTER TO THE CITY COUNCIL, MAYOR, CITY MANAGER, CITY ATTORNEY, THE U.C. REGENTS AND ADDITIONAL PARTIES FOLLOWING UP ON THE BOARD'S PREVIOUS RESOLUTION REGARDING EVANS MANOR AND REQUESTING THAT ACTION BE TAKEN WITH A DEADLINE. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None; RECUSED: Twu. Carried: 8-0-0-0-1.

   c. Recommendation to adopt Resolution 26-34: Ensuring Equitable, Accessible, and Inclusive Participation in Berkeley Rent Board Meetings (Outreach & Accessibility Committee)

   M/S/C (Twu/Kelley) ADOPT RESOLUTION 26-34 AS WRITTEN. Roll call vote.

YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

d. Discussion and possible action to adopt the new Outreach & Accessibility Committee mission statement (Outreach & Accessibility Committee)

M/S/C (Twu/Kelley) ADOPT THE NEW OUTREACH & ACCESSIBILITY COMMITTEE MISSION STATEMENT AS WRITTEN. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

Item moved from Consent to Action by an earlier vote: Discretionary Waiver for 2055 Center St.

M/S/C (Mizell/Kelley) APPROVE THE STAFF RECOMMENDATION TO WAIVE FIFTY PERCENT OF THE PENALTIES. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

11. **Information, Announcements and Articles/Media**
ALL ITEMS BELOW WERE MENTIONED OR BRIEFLY DISCUSSED. UNDERLINED ITEMS HAVE ADDITIONAL COMMENTS.

a. Commissioner attendance records for Board and Committee meetings through September 2026 (Board Secretary Aimee Mueller)

b. Deadline to submit agenda items/topics for the November regular Rent Board meeting: **Thursday**, November 5th by 5:00 p.m. – Verbal (Board Secretary)

12. **Committee/Board Meeting Updates and Announcements**

a. Budget & Personnel Committee (Vice-Chair Walker, Chair) – This Committee did not meet.

b. Climate Resilience & Habitability Committee (Commissioner Martinac, Chair) – This Committee did not meet.

c. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair) – This Committee plans to meet next month.

d. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Chair Alpert, Chair) – Chair Alpert said everything the Committee discussed when they last met has been voted on this evening.

e. Outreach & Accessibility Committee (Commissioner Kelley, Chair) – Committee Chair Kelley said the Board voted on several of the Committee's items earlier. They're working with Abby Vieira on upcoming outreach, proactively looking at current efforts and longer-term priorities. He expressed appreciation for staff's work on resolution

Commissioner Marrero submitted and spoke about options for potential expansion of outreach.

f. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (BUSD) (Commissioner Marrero, Chair) – Committee Chair Marrero announced that the two BUSD members of this Committee are no longer able to participate. Chair Alpert confirmed that this Committee will need to reconstituted after the upcoming elections.

g. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board (Councilmember Lunaparra & Chair Alpert, Co-Chairs) – Chair Alpert said the Committee discussed three things: an eviction emergency ordinance which received a positive recommendation from the Committee; a housing inspections scoring system proposal from Commissioner Twu; and a recommendation on increasing short-term tenant relocation per diem payments to adjust for inflation.

h. Updates and Announcements

i. Discussion of items for possible placement on future agenda

13. **Adjournment** – M/S/C (Kelley/Mizell) ADJOURN MEETING. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

The meeting was adjourned at 10:24 p.m.

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Commissioner Marrero and Chair Alpert

SUBJECT: Request for stipend deduction reimbursement for missed Committee meeting

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Recommendation

That the Board authorizes staff to restore the amount deducted from my stipend for my absence from the Outreach and Accessibility Committee meeting on September 24, 2026, due to a medical emergency.

Contact Person

DéSeana Williams- Executive Director

Dewilliams@berkeleyca.gov

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the LIRA Committee

By: Matt Brown, General Counsel; Ollie Ehlinger, Staff Attorney

SUBJECT: Recommendation to adopt substantive amendments to the following existing regulations regarding the operation of rooming houses: 403.5 [Rooming House; definition] and 1269 [Changes in Space or Services; Substantial Deterioration]—Second Reading

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Recommendation

That the full Board adopt substantive amendments to the following two existing Regulations regarding the operation of rooming houses: 403.5 [Rooming House; definition] and 1269 [Changes in Space or Services; Substantial Deterioration]. The LIRA Committee reviewed staff's proposed amendments at the Committee's September 15, 2026 and October 5, 2026 meetings. At the October 5, 2026 meeting, the Committee unanimously recommended adoption of this proposal. The full Board approved these amendments on first reading at its October 15, 2026 meeting.

Background

Rooming houses are a specific type of Group Living Arrangement, where multiple, unrelated individuals occupy separate portions of a single rental unit under individual lease agreements. A common example of a rooming house is a larger building that may have originally been constructed as a single-family dwelling where individual bedrooms are rented out to different tenants. Such an arrangement allows the landlord greater control over which individuals occupy the unit and to set a vacancy rent for each bedroom whenever an individual surrenders possession of that bedroom. For the Board's purposes, a rooming house is defined in Regulation 403.5 as "a property which property contains at least five rooms rented individually to at least five tenants under separate rental agreements." The Board intends 403.5 to be consistent with the definition of "rooming house" in the Planning Code, currently located at Berkeley Municipal Code section 23.502.020.R.18.

Under Regulation 403.5, each bedroom rented in a property that meets the definition of a rooming house is an individual rental unit. The Board requires a separate registration fee and vacancy registration for each bedroom and maintains and tracks the tenancy data for each bedroom separately.

In the appeal of Petition T-6133 (*Nishida v. MGH Management LLC*), the Board considered whether individually rented bedroom was required to have a unique lock or locking mechanism, distinct from the other rented bedrooms in the unit. In upholding the decision of the hearing examiner, the Board determined that, absent an agreement between the parties that a unique lock was a housing service for a specific tenancy, Regulation 403.5 did not require unique locks.

The LIRA Committee provided direction to staff to propose updates to Regulation 403.5 to establish unique locks as a required housing service for each individually rented bedroom in a rooming house. This requirement is consistent with the actual usage of individually rented bedrooms in a rooming house as distinct units and protects the safety and privacy of tenants in a rooming house.

The proposed text of Regulation 403.5 as amended and approved by the LIRA Committee at its October 5, 2026 meeting is below. The amendments also contain minor updates to sections of the Rent Ordinance cited in the regulation. Additions are in red text; deletions are in strikethrough.

403.5 Rooming House; definition

(A) Background and Purpose. Since the Board passed Regulation 403 in 1998 a number of questions have arisen regarding the definition of "rooming house." The Board has always defined a rooming house to mean a building with at least five rooms that are rented to at least five individuals with at least five separate leases. This Regulation is meant to clarify the specific requirements to be considered a rooming house. Since 1998, the Board has intended to make this definition consistent with the definition of "rooming house" in the City's Zoning Ordinance (Berkeley Municipal Code Section 23F.04.010) and this continues to be the Board's intention.

This regulation will lower the number of rooms required for a rental unit to qualify as a rooming house in multi-unit properties. Units in multi-unit properties with four or more rooms will qualify as rooming houses (assuming the other conditions are satisfied). This does not stray from the definition of rooming houses in B.M.C. 23F.04.010 as there will still be five or more rooms on the entire property.

Unlike other group living arrangements where the remaining tenants choose tenants to replace those who vacate the unit, rooming houses allow the landlord or his agent to maintain control over who rents each room/unit within the rooming house. A

landlord may not, however, rent an entire property under a single lease as a means to avoid registering the unit as a rooming house. The Board will examine whether the landlord is renting to a household or group living arrangement conceived and brought together by the occupants when determining whether a unit qualifies for any claimed exemption.

(B) Rooming House. For purposes of this subchapter, a rooming house shall consist of a rental unit on a property which ~~property~~ contains at least five rooms rented individually to at least five tenants under separate rental agreements. Each room in a rooming house must be individually registered with the Board as a separate rental unit. Each time a tenant permanently surrenders possession of a rental unit in the rooming house, the landlord is entitled to a vacancy rent adjustment subject to the restrictions of Chapter 10 of these regulations. The landlord or his agent shall maintain control over who occupies the various rental units within the rooming house as they become vacant. Use of a single lease will not convert a rooming house into a group living arrangement if the landlord or his agent maintains control over tenant replacement.

(1) Single Family Homes A single family home must contain at least five separately rented rooms to be considered a rooming house.

(2) Multi-Unit Properties A unit within a multi-unit property may be rented as a rooming house provided the rental unit to be rented as a rooming house contains at least four separately rented rooms.

(3) A landlord may not compel the tenants or sub-tenants to sign separate agreements in order to qualify as a rooming house if a single lease agreement remains in effect, or the tenants are living under a group living arrangement as defined by Chapter 10 of these regulations. If the tenants and landlords agree, however, the parties may voluntarily choose to convert their tenancy from a group living arrangement with one lease agreement to a rooming house with multiple agreements if the unit otherwise qualifies.

(C) Unique room locks required Beginning June 1, 2027, the landlord of any property that contains a rooming house as identified in Sections (B)(1) and (B)(2) of this regulation must install a unique lock for each room that is rented to an individual tenant under a separate lease. The landlord shall not provide any tenant of a rooming house a key or key card that will unlock the room of another tenant. In instances where individual rooms in a rooming house have electronic locks operated via keypad, the landlord shall not assign the same code to any two individually rented rooms in a rooming house. The failure of a landlord to comply with this section shall support a petition for a rent ceiling reduction under Regulation 1269(B)(3).

(D) Exemption under B.M.C. ~~13.76.050F. (Owner-occupied duplex)~~ 13.76.050.C(9) (Golden Duplex Exemption). If a property owner otherwise qualifies for an exemption under B.M.C. Section ~~13.76.050F.~~ 13.76.050.C.9, the property owner is entitled to claim that exemption if the other unit on the property contains four or fewer separately rented rooms.

(~~D~~E) Disputes regarding rooming house designation. A tenant who claims that a rental unit must be registered as a rooming house under this regulation may obtain review of the unit's status by filing a tenant petition for rent withholding for non-registration as outlined in Regulation 522. A landlord or tenant who disputes the landlord's eligibility to establish the rental unit's initial rental rate as allowed by the Costa-Hawkins Rental Housing Act (Civil Code Section 1954.50, et seq.) under this regulation may file a petition under Regulation 1018.

Staff also included (and the LIRA Committee approved) an update to Regulation 1269(B)(3) to clarify that the failure to provide a unique lock on an individually rented bedroom in a rooming house could support a petition to decrease the rent ceiling of that unit as the result of inadequate services. Additions are in red.

1269. Changes in Space or Services

(B) Decrease in Space or Services; Substantial Deterioration; Failure to Provide Adequate Services; Failure to Comply with Codes, the Warranty of Habitability or the Rental Agreement…

3. Substantial Deterioration, Inadequate Services. Rent ceilings shall be adjusted downward for any substantial deterioration in a rental unit and/or for any failure to provide adequate housing services occurring during the petitioner's tenancy, including. The amount of the rent decrease is calculated by multiplying the percentage of impairment of the tenant's use of and benefit from the unit (as a result of the deterioration or failure to provide adequate service) by the rent ceiling in effect at the time of the impairment. For purposes of this subsection, a substantial deterioration means a noticeable decline in the physical quality of the rental unit resulting from a failure to perform reasonable or timely maintenance and adequate housing services means all services necessary to operate and maintain a rental property in compliance with all applicable state and local laws, including Regulation 403.5(C), and with the terms of the rental agreement.

Contact Person

Matt Brown, General Counsel: 510-981-4930

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the LIRA Committee

By: Matt Brown, General Counsel; Ollie Ehlinger, Staff Attorney

SUBJECT: Recommendation to adopt substantive amendments to the following existing regulations regarding the timing of petitions for a rent ceiling adjustment as a result of added space or services: 1206 [Acceptance of Landlord Petitions] and 1269 [Changes in Space or Services; Substantial Deterioration]—Second Reading

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Recommendation

That the full Board adopt substantive amendments to the following two existing Regulations regarding the timing of petitions for a rent ceiling adjustment as a result of added space or services: 1206 [Acceptance of Landlord Petitions] and 1269 [Changes in Space or Services; Substantial Deterioration]. The full Board unanimously approved these amendments on first reading at its meeting on October 15, 2026.

Background

Section 12 of the Ordinance authorizes the Board to adjust the rent ceiling of a fully covered unit upward or downward through the Board's petition process. Under Berkeley Municipal Code section 13.76.120.C.4, the Board may adjust the rent ceiling of a unit in responses to "increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules."

Regulation 1269(A) sets out the specific conditions under which "rent ceilings may be adjusted upward when there is an increase to the usable space or the housing services beyond that which was provided to a unit" at the time the base rent for that unit was set. Regulation 1269(A) does not place a limit on how long a landlord has to bring a petition to increase the rent ceiling of a unit after the addition to space or services.

In the appeal of Petition L-4366 (*East Bay 1 Properties v. Frankfurt*), the Board considered a landlord's petition for an upward adjustment of the rent ceiling based on the addition of a bedroom and bathroom to the unit. This addition of space occurred in 1982, and no landlord of the rental unit had sought a rent ceiling adjustment until 2025. Although the Board determined the landlord in this matter was not entitled to a rent ceiling adjustment for a different reason, the Board expressed concern that the open-ended timeframe to bring such petitions could cause confusion and hardship. The LIRA Committee directed staff to propose regulatory language that placed a reasonable time limit to bring petitions for an upward adjustment of a unit's rent ceiling as the result of additional space or services.

Staff's proposed language creates a two-year time limit to bring petitions for added space or services under Regulation 1269(A). The time limit applies prospectively (a petition for any space or service added after the presumed effective date of the amendment must be brought within two years of the date the space or service was added to the unit) and retroactively (a petition to adjust the rent ceiling for the addition of space or services that occurred prior to the effective date of the amendment must be brought within two years of the effective date of the amendment). The proposal adds this language to Regulations 1206 and 1269(A). The LIRA Committee unanimously approved this proposal at its October 5, 2026 meeting.

Additions are in red text.

1206. Acceptance of Petitions

(A) Except as provided below in Subsection (C), no landlord petition for an individual rent adjustment will be accepted for filing unless the unit for which the adjustment is requested has been properly registered for at least 30 days. A unit is considered properly registered only if the completed registration statement has been filed with the Board, and the registration fee (plus any late fee) has been paid in full.

(B) No landlord petition for an individual rent adjustment will be accepted for filing unless the landlord has completed the provision of the petition form certifying that all security deposits for the units for which the adjustment is requested have been placed in an interest-bearing account at an institution whose accounts are insured by the Federal Savings and Loan Insurance Corporation.

(C) A landlord who is participating in the Shelter-Plus Care Program, 42 U.S.C. section 11403, is eligible to file an HLR petition, pursuant to Regulation 1280, at any time after he or she has filed a completed rent registration statement and paid all required registration fees (plus any late fee). Any HLR petition filed pursuant to this section shall be treated expeditiously by the Board.

(D) A petition by a former tenant pursuant to these Regulations shall be commenced within three years from the date the tenant vacated the unit in question.

(E) A petition by a landlord seeking the upward adjustment of a rent ceiling due to an increase in space or services under Regulation 1269(A)(1) and (2) for any space or service added on or after December 1, 2026, must be filed within two years of the date the landlord completed the addition of the habitable living space or non-habitable space to the unit or the date any increase in services provided to a unit was effective. In cases where there is a dispute as to the addition of space that requires a permit, the date on which the addition of space to a unit is completed shall be the date of final inspection approval by the City.

A petition by a landlord seeking the upward adjustment of a rent ceiling due to an increase in space or services under Regulation 1269(A)(1) and (2) for any space or service added prior to December 1, 2026, and for which an upward adjustment has not yet been granted, must be filed by November 30, 2028.

1269. Changes in Space or Services

(A) Increase in Space or Services. Rent ceilings may be adjusted upward when there is an increase to the usable space or the housing services beyond that which was provided to a unit on May 31, 1980 or when the base rent was first established.

1. Additional space. Where a landlord adds habitable living space to a unit, other than by merely reconfiguring existing residential rental space, the lawful rent ceiling for such unit shall be permanently increased by 1.042% of the cost of adding such additional space to the existing unit. The supporting documentation must substantiate the nature and cost of the claimed additional space and may include copies of invoices, signed contracts, material and labor receipts, self labor logs, proof of entitlement to skilled labor rate (if claimed), canceled checks or any other items of documentation accepted and used in the normal course of business. Reports which merely summarize or refer to undocumented expenditures are not, by themselves, adequate substantiation. Hearing Examiners shall weigh and evaluate the nature of the documentation submitted as substantiation, and may require additional proof. Evidence of compliance with applicable permit requirements and correction of any cited code violations may also be required.

For increases in space for which on-site construction commenced before April 17, 1995, the owner may elect, as an alternative to the rent adjustment set forth above, a permanent rent increase equal to $1.00 per square foot of

habitable living space added to the unit.

2. Additional services. Where a landlord adds non-habitable space or increases the services provided to a unit, the lawful rent ceiling for such unit shall be increased by an amount representing the market value of the additional space or increased services.

If the additional services and proposed rent adjustment are agreed to in writing by the landlord and tenants, the Board shall approve the proposed rent increase unless it can be shown that the agreement clearly violates the Ordinance. Increases may be denied if a tenant objects and the added space or services do not clearly benefit a majority of the affected tenants. If the additional space or services are subsequently reduced or eliminated, the rent increase authorized herein shall be reduced or terminated. If a rent increase is granted under this subsection, no additional rent increase shall be granted under Regulation 1264 or 1267 for materials or labor involved in providing the space or service. Any increase for an additional bedroom shall result in an increase to the base occupancy level for an additional occupant.

The addition of furniture or furnishings will not be considered an increase in services eligible for a permanent rent increase~~,~~ but may be the subject of a separate agreement under Regulation 1012.

For any space or service added on or after December 1, 2026, any petition brought under Regulation 1269(A)(1) and (A)(2) must be filed within two years of the date the landlord completed the addition of the habitable living space or non-habitable space to the unit or the date any increase in services provided to a unit was effective.

For any space or service added prior to December 1, 2026, and for which an upward adjustment has not yet been granted, any petition brought under Regulation 1269(A)(1) and (A)(2) must be filed by November 30, 2028.

In cases where there is a dispute as to the addition of space that requires a permit, the date on which the addition of space to a unit is completed shall be the date of final inspection approval by the City.

Contact Person

Matt Brown, General Counsel: 510-981-4930

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Rent Stabilization Board

FROM: DéSeana Williams, Executive Director

BY: Basil Lecky, Community Services Specialist II

SUBJECT: Request for Waiver of Late Registration Penalties

Recommendation

Approve staff recommendation to waive penalties for FY 2026-2027 totaling $23,122.20.

Background and Need for Rent Stabilization Board Action

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

Approval of the Executive Director's recommendations will decrease the Board's current accounts receivable by **$9,138.20**

Property Address	Penalty Assessed	Penalty Waived	Penalty Imposed
1187 Arch St	$231.00	$231.00	$0.00
2340 Parker St	$1,191.00	$952.80	$238.20
1517 Virginia St	$9,591.00	$7,672.80	$1,918.20
849 Dwight Cres	$352.00	$281.60	$70.40
Total	**$11,365.00**	**$9,138.20**	**$2,226.80**

Discretionary Waivers

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

Approval of the Executive Director's recommendations will decrease the Board's current accounts receivable by **$13,984.00.**

Property Address	Penalty Assessed	Penalty Waived	Penalty Imposed
3253 Adeline St	$27,968.00	$13,984.00	$13,984.00
Total	**$27,968.00**	**$13,984.00**	**$13,984.00**

Fiscal Impact

Approval of the staff action will decrease the Board's current accounts receivable balance by $23,122.20.

In Fiscal Year 2026-2027 to date, the Board has considered waiver requests for imposed penalties totaling $65,706 and has approved a total of $58,799 in waived penalties.

Name and Telephone Number of Contact Person

DéSeana Williams, Executive Director, Rent Stabilization Board, 2000 Center Street, Suite 400, Berkeley, CA 94704, (510) 981-7368.

City Of Berkeley
Rent Stabilization Board

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5179	**Property address:** 3253 ADELINE ST BERKELEY CA 94703	**Transfered:** 11/14/1991

Exempt units (as of February 2021):
Unit # NA - COMM - ,
Unit # NA - COMM - ,
Unit # NA - COMM - ,
Unit # NA - FREE -

Owner(s): LORIN STATION INCORPORATED	**Waiver filed by:** Property Manager	**# of Units:** 20

Other Berkeley rental property owned: 3253 ADELINE ST BERKELEY CA 94703

Late payment/penalty history: 2022/2023 - 2026/2027 Registration Years

Registration Date or Year	Units Requiring Registration at That Time	Registration Fees Paid	Date Fees Paid	Penalties Charged	Penalties Forgiven	Penalties Paid
FY2026-27	ALL	$3,904.00	09/30/2026	$3,904.00	$0.00	$0.00
FY2025-26	ALL	$6,784.00	10/14/2026	$6,784.00	$0.00	$0.00
FY2024-25	ALL	$3,392.00	07/15/2025	$6,784.00	$0.00	$0.00
FY2023-24	ALL	$2,848.00	07/15/2025	$5,696.00	$0.00	$0.00
FY2022-23	ALL	$2,400.00	10/21/2022	$4,800.00	$0.00	$0.00
Totals (penalties previously assessed)				**$27,968.00**	**$0.00**	**$0.00**

Penalties Currently Under Consideration

Reason for Penalties: Late payment of registration fees

Registration Date or Year	Unit(s) Registered Late At This Time	Registration Fees Paid	Date Fees Paid	Penalties Charged	Penalties Forgiven	Penalties Due
FY2026-27	20	$3,904.00	09/30/2026	$3,904.00	$0.00	$3,904.00
FY2025-26	20	$6,784.00	10/14/2026	$6,784.00	$0.00	$6,784.00
FY2024-25	20	$3,392.00	07/15/2025	$6,784.00	$0.00	$6,784.00
FY2023-24	20	$2,848.00	07/15/2025	$5,696.00	$0.00	$5,696.00
FY2022-23	20	$2,400.00	10/21/2022	$4,800.00	$0.00	$4,800.00
Total				**$27,968.00**	**$0.00**	**$27,968.00**

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

Good cause claimed by owner: The property management agent, on behalf of property owner South Berkeley Neighborhood Development Corporation (SBNDC), requests a waiver of accrued late registration penalties. Management asserts that SBNDC previously submitted registration fee payments and related correspondence regarding their account balance but never received a formal determination regarding an earlier waiver request. While SBNDC acknowledges responsibility for the underlying base registration fees, management contends that penalties continued to compound across multiple registration cycles. Consequently, management requests that the Board credit all historical payments, provide an itemized billing ledger, and waive or substantially reduce the accrued penalties.

Recommendation: Staff recommends waiving 50% of the penalties

Staff Analysis: In response, staff notes that all Rent Board billing statements are itemized, specifying the registered unit count and the fee per unit. Furthermore, penalties compound exclusively when underlying registration fees remain unpaid. Under Rent Board procedures, penalty waiver requests cannot be processed until all base registration fees have been paid; upon receipt of the outstanding principal balance, staff promptly advanced the waiver application for review. Staff previously offered a settlement agreement equivalent to a waiver of 50% of the accrued penalties, which the owner declined in favor of pursuing this formal waiver review. Upon review of the case, given the property manager's history of delinquent payments and failure to monitor municipal property obligations, staff is unable to establish good cause to waive any additional penalties. Therefore, staff recommends a waiver of 50% of the outstanding penalties, equal to the settlement agreement previously offered.

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Rent Board Legal Staff

SUBJECT: Case No. T-6151 (2340 Hilgard Ave., Unit F)

Case Summary and Legal Recommendation

Both Tenant Appellant ("Tenant") and Landlord Appellant ("Landlord") appeal a hearing decision granting in part and denying in part Tenant's Petition for Individual Rent Adjustment ("petition") concerning the rental unit located at 2340 Hilgard Avenue, Unit F, Berkeley, California ("premises").

The Hearing Examiner denied Tenant's claims concerning neglected maintenance of the exterior and common areas of 2340 Hilgard Avenue ("property") but granted Tenant's claim concerning interference with her assigned parking space and awarded a 5% rent ceiling reduction from December 16, 2023 through April 30, 2026.

Both parties appeal and challenge the hearing examiner's decision. Accordingly, both parties are at once appellant and respondent.

Tenant challenges several aspects of the Decision, including the Hearing Examiner's handling of witnesses and evidence, his factual and credibility determinations, the denial of Tenant's maintenance claims, the amount of the parking reduction, and the termination of the parking reduction as of April 30, 2026.

Landlord appeals the award for the parking space, arguing that parking was not included in Tenant's written lease and therefore was not a regulated housing service.

Upon review of the entire record, Staff recommend denying Landlord's appeal and denying Tenant's appeal except as to the duration of the 5% rent ceiling reduction for the impaired parking service.

Tenant Appellant/Respondent: Lauren Shpil
Landlord Appellant/Respondent: Jill Wallach (for CollabHome CA)

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Rent Board Legal Staff

SUBJECT: Case No. T-6164 (2035 9th St., Unit B)

Case Summary and Legal Recommendation

Appellant Leigh Capital Inc. ("Landlord") appeals the Hearing Examiner's August 6, 2026 decision granting Fernando Perez's ("Tenant") petition concerning parking charges at 2035 9th Street, Unit B, Berkeley ("premises"). The Hearing Examiner found that parking was a regulated housing service provided at the beginning of the tenancy and that subsequent and separately assessed parking fees resulted in rent overcharges totaling $3,837.76.

Landlord argues that the Hearing Examiner gave insufficient weight to the lease and Vacancy Registration form, improperly applied the presumption in Regulation 1269(B)(1), and should not have imposed liability for charges collected by a previous landlord. Alternatively, Landlord requests remand for additional factual findings. However, these arguments do not warrant disturbing the decision. The Hearing Examiner considered the documentary evidence and credited Tenant's specific firsthand testimony that parking was assigned at the inception of Tenant's tenancy for the basis of his decision. The Board generally defers to a hearing examiner's credibility determinations and weighing of evidence. Further, established Board precedent provides that a successor landlord steps into the shoes of its predecessor and assumes liability for rent ceiling violations. As such, legal staff recommends that the decision be affirmed.

Appellant: Robbie Schultz (Leigh Capital Inc.)
Respondent: Fernando Perez
Respondent: Joanna Perez

RESOLUTION 26-35

IN APPRECIATION OF STEFAN ELGSTRAND FOR FOUR YEARS OF OUTSTANDING SERVICE TO THE BERKELEY RENT STABILIZATION BOARD AND THE CITY OF BERKELEY

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

WHEREAS, Stefan Elgstrand was elected to the Berkeley Rent Stabilization Board by the voters in November 2022; and,

WHEREAS, from the beginning of his tenure on the Rent Stabilization Board, Stefan has demonstrated thoughtful, well-researched policy analysis to address a broad spectrum of interconnected issues related to affordable housing, habitability, and a creating a more resilient community for Berkeley's tenants and property owners; and,

WHEREAS, in his time on the Rent Stabilization Board, Stefan has served with dedication on the Legislation, Individual Rent Adjustment (IRA) / Annual General Adjustment (AGA) & Registration and Eviction/Section 8/Foreclosure Committees, and as a member of the Ad Hoc Committee to Consider Rent Ordinance Amendments at the November 2026 General Election; and,

WHEREAS, through his deep understanding of City of Berkeley policy and housing issues, Stefan has worked to strengthen the Rent Stabilization Board's ability to work collaboratively with City of Berkeley departments and agencies to address and improve the complex cross-agency issues facing Berkeley's tenants and landlords; and,

WHEREAS, Stefan has worked tirelessly to ensure that the Rent Stabilization Board achieves our core mission, strengthening counseling and outreach services, and operating with enhanced fiscal sustainability; and,

WHEREAS, Stefan has continued to demonstrate his commitment to improving access to Rent Stabilization Board services and resources, especially for low-income tenants, small property owners, and seniors,

NOW, THEREFORE BE IT RESOLVED that we express our gratitude to Stefan Elgstrand for his four years of outstanding service and dedication to the Rent Stabilization Board and the City of Berkeley.

BE IT FURTHER RESOLVED that we wish Stefan the very best in his future endeavors.

Dated: November 19, 2026

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

YES:
NO:
ABSTAIN:
ABSENT:

_____
Soli Alpert, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director

RESOLUTION 26-36

IN APPRECIATION OF VANESSA DANIELLE MARRERO FOR FOUR YEARS OF OUTSTANDING SERVICE TO THE BERKELEY RENT STABILIZATION BOARD AND THE CITY OF BERKELEY

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

WHEREAS, Vanessa Danielle Marrero was elected to the Berkeley Rent Stabilization Board in November of 2022 and has served with honor as Commissioner for four years; and

WHEREAS, Commissioner Marrero has served with fairness, dedication, and balance on the 2 x 2 Joint Committee on Housing (and as its Chair), the 4 x 4 Joint Committee on Housing, the Outreach and Accessibility Committee, and the Climate Resilience and Habitability Committee; and

WHEREAS, Commissioner Marrero worked to improve accessibility at the Berkeley Rent Stabilization Board, including the passage of Resolution 26-34: Ensuring Equitable, Accessible, and Inclusive Participation in Berkeley Rent Board Meetings, the transformation of the Outreach Committee into Outreach and Accessibility Committee, and providing valuable feedback in the implementation of WCAG accessibility guidelines for the Rent Board website; and

WHEREAS, Commissioner Marrero worked to improve language access at the Berkeley Rent Board, co-sponsoring agenda items to increase translation and interpretation resources and the creation of the new language access portal,

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Rent Stabilization Board hereby thanks Vanessa Danielle Marrero for her years of service, for her commitment to the City of Berkeley, and for her leadership on the Rent Stabilization Board.

BE IT FURTHER RESOLVED that the Berkeley Rent Stabilization Board wishes Vanessa Danielle Marrero the very best in her future endeavors.

Dated: November 19, 2026

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

YES:
NO:
ABSTAIN:
ABSENT:

_____
Soli Alpert, Chairperson
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director

RESOLUTION 26-37

IN APPRECIATION OF SOLI ALPERT FOR EIGHT YEARS OF OUTSTANDING SERVICE TO THE BERKELEY RENT STABILIZATION BOARD AND THE CITY OF BERKELEY

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

WHEREAS, Soli Alpert was elected to the Berkeley Rent Stabilization Board in November 2018 and has served with dedication as a Commissioner for eight years – including four years as the Board's Vice-Chair and two years as the Chair – contributing to the protection of Berkeley tenants and the advancement of housing justice; and

WHEREAS, Commissioner Alpert previously served as a Legislative Assistant at the Berkeley City Council from 2018 to 2022, where he focused on workers' and tenants' rights, affordable housing, anti-speculation and anti-displacement policies, and open and transparent governance; and

WHEREAS, during his tenure on the Rent Stabilization Board, Commissioner Alpert has served on numerous committees, including the Budget & Personnel Committee, the Individual Rent Adjustment/Annual General Adjustment/Registration (LIRA) Committee, the 4x4 Joint Committee on Housing (City Council and Rent Stabilization Board), the 2x2 Joint Committee on Housing (Rent Stabilization Board and Berkeley Unified School District), and the Ad Hoc Committee to Consider Rent Ordinance Amendments at the November 2026 General Election; and

WHEREAS, Commissioner Alpert has worked collaboratively to advance policies expanding eviction protections to more Berkeley tenants, bringing attention to government inaction affecting tenants living in dangerous and uninhabitable conditions, and advocating for protections for vulnerable communities facing displacement as a result of proposed City upzoning policies; and

WHEREAS, Commissioner Alpert has played an important role in advancing significant tenant protection and housing justice legislation, including helping to draft the Empty Homes Tax and the Berkeley Tenant Protection and Right to Organize Act (Measure BB), strengthening the City's commitment to protecting tenants and addressing the impacts of speculation and displacement; and

WHEREAS, Commissioner Alpert has demonstrated a longstanding commitment to labor and housing justice through his service as a Steward and Delegate for SEIU Local 1021 and his involvement with organizations including Local Progress, the Berkeley Tenants Union, and the East Bay Democratic Socialists of America; and

WHEREAS, throughout his service, Commissioner Alpert has brought a strong commitment to progressive housing policy, tenant organizing, government accountability, and the belief that all Berkeley residents deserve safe, stable, and affordable housing,

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Rent Stabilization Board hereby expresses its sincere appreciation to Soli Alpert for his eight years of outstanding service, his dedication to the protection of Berkeley tenants, and his contributions to advancing housing justice and strengthening tenant protections in the City of Berkeley.

BE IT FURTHER RESOLVED that the Berkeley Rent Stabilization Board extends its gratitude to Commissioner Alpert for his leadership, commitment, and public service, and wishes him continued success in his future endeavors.

Dated: November 19, 2026

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

YES:
NO:
ABSTAIN:
ABSENT:

_____
Dominique Walker, Vice-Chair
Rent Stabilization Board

Attest:_____
DéSeana Williams, Executive Director

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

BY: Lief Bursell, Principal Planner and Katrina Lapira, Associate Planner

SUBJECT: Status Report on Berkeley Demolition Ordinance Applications

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Recommendation

That the Board receive and review information about the status of demolition application referrals and projects.

Summary

This report provides a status update on existing and proposed demolition applications that impact rent-controlled units and summarizes changes since the prior May 2026 status report. Notable updates for this report include:

- New demolition referral – 2531 Dana Street
- New demolition referral – 2437 Warring Street
- Update - 2036 Bancroft Way
- Update – 2709 Channing Way
- Update – 2703 - 2705 Benvenue Avenue

In addition to entitlement status, this report also shares the building permit status of approved demolition applications.

Residential Dwelling Unit Demolition Application Update

Since January 2022, Rent Board staff have reviewed 23 active development applications involving the demolition of rent-controlled or potentially rent-controlled residential units. Collectively, these projects propose the removal of 165 residential units, 112 of which were tenant-occupied at the time of review. If all projects proceed as currently proposed, they would provide 241 below-market-rate units, representing a net increase of 76 below-market-rate units beyond those required for one-for-one replacement.

Table 1: Demolition Projects Since 2022 – Application Project Status

Project Status *As of November 5, 2026*	# Projects	# Existing Units	Tenant Occupied	# BMR Units	Net Gain/Loss
ZAB Approved	13	106	64	179	+73
Application Complete	2	9	7	18	+9
Under Review	7	49	40	42	-7
Pre-Application	1	1	1	2	+1
Total	**23**	**165**	**112**	**241**	**+76**

Of the 23 active projects, 13 currently comply with the Demolition Ordinance's one-for-one replacement requirements as proposed. Staff continue to work with applicants on several remaining projects to achieve ordinance compliance before project approval. Staff's current compliance efforts are focused primarily on the recently referred 2531 Dana Street and 2437 Warring Street projects, both of which require additional replacement units to satisfy the Demolition Ordinance.

In 2026, Rent Board staff reviewed four demolition applications. While referral activity remains below the levels experienced between 2022 and 2024, when the Board received an average of approximately six demolition referrals annually, activity increased compared to 2025, when only one demolition project was referred.

Table 2: Demolition Application Referrals

Year	# Projects Referred
2026	4
2025	1
2024	7
2023	6
2022	**6**
Total	**24***

*One application was withdrawn.

<u>New Demolition Project – 2531 Dana Street</u>

This update includes a Use Permit application recently referred to the Rent Board by the City of Berkeley Planning Department staff. The application proposes the demolition of a single-family dwelling unit and construction of two, three–unit residential buildings for a total of six units on the lot. The project does not propose any below-market-rate units.

Upon investigation of the property, Rent Board staff confirmed the existing use of the residential building as a Group Living Accommodation (GLA) with eight rooms, seven of which are tenant-occupied. Under the Demolition Ordinance, each GLA room is considered a separate Residential Unit for replacement purposes. Because the currently

proposed project does not provide replacement below-market-rate units, it does not meet the requirements of the Demolition Ordinance. Rent Board staff are working with City of Berkeley Planning staff to coordinate with the applicant and bring the proposed project into compliance with the Demolition Ordinance.

The project is currently under review and has not been scheduled for a Zoning Adjustments Board (ZAB) meeting yet.

New Demolition Project – 2437 Warring Street

Another recently referred Use Permit application includes the demolition of an existing multifamily residential building with eight rent-controlled units and construction of a new 23-unit building. The project includes only three below-market-rate replacement units, whereas eight below-market-rate units are required under the Demolition Ordinance. Rent Board staff are working in coordination with City of Berkeley Planning staff to bring the proposed project into compliance by providing five additional VLI or LI replacement units.

This project is currently under review and has not been scheduled for a ZAB meeting yet.

Update – 2709 Channing Way

The subject project was referred to the Rent Board earlier in 2026. The original project proposed the demolition of 12 rent-controlled units to construct a 27-unit building with only 4 below-market-rate units, replacing four of the 12 required units. The project was resubmitted and updated on October 14, 2026, to include the replacement of all 12 units as below-market-rate units. As revised, the project complies with the Demolition Ordinance's replacement requirements.

Update – 2036 Bancroft Way

The subject project was referred to the Rent Board in 2024. The original project proposed the demolition of eight rent-controlled units to construct an 87-unit building with only 6 below-market-rate units, replacing only six of the eight required below-market-rate replacement units. The project was resubmitted and updated on October 16, 2026, to include the replacement of all eight units as below-market-rate units. As revised, the project complies with the Demolition Ordinance's replacement requirements.

Update – 2703–2705 Benvenue Avenue

Staff previously reported on the proposed project at 2703–2705 Benvenue Avenue in the May 2026 update. The project proposed the conversion of a four-unit residential building into a duplex, resulting in the loss of two rent-controlled units. On June 23, 2026, Berkeley Planning staff approved the project pursuant to Berkeley Municipal Code

Section 23.406.090 (Reasonable Accommodations), waiving the Use Permit and Demolition Ordinance requirements. As approved, the project allows the elimination of two rent-controlled units without one-for-one replacement as part of a reasonable accommodation.

Building Permit Status of Approved Projects

Construction activity continues to advance on several of the previously approved projects. Of the 23 active projects reviewed, six projects have building permits that are either under review or have been issued, representing 821 units, including 84 below-market-rate units. In 2026, three projects were constructed and issued a certificate of occupancy for a total of 249 units with 17 below-market-rate units. If all projects are completed, a total of 1,070 units and 101 below-market-rate units will come online, resulting in a net gain of 1,006 rental housing units.

Table 3: Building Permit Status

Building Permit Status	Number of Projects	Units Demolished	BMR Units	Total Units
Under Review	3	18	41	261
Issued	3	24	43	560
Certificate of Occupancy	3	22*	17	249
Total	9	64	101	1,070

*Includes six units that were subject to the Ellis Act and were vacant for five years prior to demolition.

Contact Person

Lief Bursell, Principal Planner
Katrina Lapira, Associate Planner

Attachments

1. November 19, 2026, Residential Demolition Applications Update

Attachment 1.

Demolition Applications Table November 19, 2026

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
7/15/2026	2531 Dana St.	Use Permit	Incomplete	Demo 8 room unpermitted GLA (4 legal units) to construct 6 units	6	8	8	0	No	0	8
4/27/2026	2437 Warring St.	Use Permit	Complete	Demo 8 units construct 23 units with 3 VLI	23	8	3	3	No	3	8
4/30/2026	2709 Channing Way	Use Permit	Under Review	Demo 12 units and construct 27 units including 12 VLI	27	12	12	12 BMR	Yes	12	8
1/16/2026	2727 Haste St.	Use Permit	Complete	Demo 8 GLA units and construct 45 replacement units including 5 BMR replacement units (4 VLI, 1 LI)	45	8	8	5 BMR	No	5	7

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
9/5/2025	2703-05 Benvenue Ave.	Use Permit	Complete	Combination of 3 Units to create a SFD, building a 4th unpermitted unit. The project would result in a single-family home	1	3	1	0 BMR	No	0	8
9/5/2024	2360 Ellsworth St.	Use Permit	Approved by ZAB	Demo existing 7 units and build 65 new units with 5 BMR units	65	7	7	5 BMR	No	5	7
8/8/2024	2425 Durant Ave.	Use permit	Approved by ZAB	Demo Existing 19 Units in 2 buildings to construct 169 dwelling unit building with 13 affordable housing units designated for VLI households, 9 LI, 13 for moderate-income households. All 19 existing dwelling units, when replaced, will be below-market-rate rentals.	169	19	19	19 BMR	Yes	33	7

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
8/6/2024	2138 Kittredge	Use Permit	Approved by ZAB = BP Issued	Demo existing 4 units and build 66 new units with 5 BMR units	66	4	1	5 BMR	Yes	5	4
6/20/2024	2036 Bancroft Way (2030 Bancroft)	Use Permit	Under Review	Demo 8 existing units and build 87 new units with 4 BMR	87	8	8	6 BMR	No	6	4
6/17/2024	1899 Oxford	Use Permit	Approved by ZAB	Demo existing 8 units and build 222 units with 34 BMR units (17 VLI, 16 MI)	222	8	6	8 BMR	Yes	33	6
6/14/2024	1581 University	Use Permit	Application Complete	Demo existing 5 units and build 158 new units with 23 BMR units (14 VLI and 9 MOD)	158	5	5	5 BMR	Yes	14	1
6/5/2024	2442 Haste St.	Use Permit	Approved by ZAB – BP Issued	Demo Existing 4plex - build 36 new units, 2 BMR, 1 replacement unit	36	4	4	3 BMR	No	3	7
8/4/2023	1330 Haskell St.	Use Permit	Approved by ZAB	Construct two detached units in place of existing duplex	2	2	0	0 BMR	No	0	2
6/22/2023	2733 San Pablo Ave	Use Permit	Under Review	Construct a new 8-story mixed-use building with 152 dwelling units	152	2	0	2 BMR	Yes	16	2

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
5/20/2023	1790 University Ave	Use Permit	Complete	Construct a five-story mixed-use building containing 17 dwelling units and ground floor commercial space	17	1	1	1 BMR	Yes	2	4
4/26/2023	2127-59 Dwight Way	Use Permit	Approved by ZAB	Construct a six-story multi-family building, with 58 new dwelling units	58	8	5	8 BMR	Yes	8	4
2/10/2023	2300-10 Ellsworth St.	Use Permit	Withdrawn	Construct a seven-story residential building with 69 units.	69	7	7	7 BMR	Yes	7	7
1/23/2023	2601 San Pablo Avenue (1110-12 Parker and 2609 San Pablo)	SB 330 Pre-App	SB 330 Preliminary Application Complete (12/5/2023)	Merge six parcels and construct an eight-story mixed-use residential development with 242 dwelling units	242	4	2	4 BMR	Yes	4	2
12/2/2022	3030 Telegraph (aka 2330-36 Webster)	Use Permit	Approved by ZAB - Constructed	Construct 5-Story mixed-use building with 144 dwellings	144	4	0	4 BMR	Yes	8	8
11/14/2022	2538 Durant	Use Permit	Approved by ZAB - Constructed	Demolish 12 dwelling units & develop an 8-story 83 unit building	83	12	8	6 BMR	No	6	7

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
10/20/2022	2138 Center Street (aka 2128 Oxford)	Use Permit	Approved by ZAB - BP Issued	Merge two lots to construct a 26-story mixed-used building with 456 dwellings	456	16	0	16 BMR	Yes	40	4
9/22/2022	2427-33 San Pablo Avenue	Use Permit	Approved by ZAB	Construct a five-residential replacement apartment units and Group Living Accommodation (GLA) with 77 private rooms	77	8	8	8 BMR	Yes	8	2
5/10/2022	1827 & 1899 Oxford	Use Permit	Approved By ZAB – Building Permit under review	Construct 118 new dwellings with 12 BMR	118	8	6	8 BMR	Yes	33	6
5/10/2022	1773 Oxford	Use Permit	Approved by ZAB – Constructed	Demolish six units and develop a five-story residential building with 22 units	22	6	0	3 BMR	No	3	6

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the Budget & Personnel Committee

By: DéSeana Williams, Executive Director
Lief Bursell, Principal Planner

SUBJECT: Recommendation to adopt Resolution 26-38 authorizing the Executive Director to amend and extend the CoreLogic contract for delivery of bulk property ownership and assessor data supporting administration of the Empty Homes Tax and increasing total contract spending authority to an amount not to exceed $85,000 through January 31, 2032.

Recommendation

That the Board adopt the accompanying resolution authorizing the Executive Director to amend and extend the contract with CoreLogic through January 31, 2032, and increase contract spending authority by $60,000, bringing the total authorized amount under the contract to $85,000.

Background and Need for Rent Board Action

Berkeley Rent Board staff assist with the administration and implementation of the City of Berkeley's Empty Homes Tax Ordinance (BMC Chapter 7.54), which taxes property owners that keep residential units vacant for more than 182 days in a calendar year. An important component of this work is to ensure that vacant units identified by the Rent Board are accurately associated with the correct property ownership and parcel information before records are forwarded to the City's Finance Department for tax administration and enforcement.

To support this effort, the Rent Board utilizes Alameda County property ownership and assessor data compiled and provided by CoreLogic. These records include current ownership information, mailing addresses, assessor parcel numbers, and other property characteristics that help staff identify the owners responsible for potentially taxable vacant units.

The CoreLogic data is provided in bulk data files that are integrated into the Tolemi BuildingBlocks platform. CoreLogic ownership records are one of the primary datasets imported into BuildingBlocks and are essential to the platform's ability to accurately associate vacancy records with county property ownership information. BuildingBlocks allows staff to compare ownership records against vacancy information contained in the Rent Registry, as well as other datasets used in administration of the Empty Homes Tax. This integration improves data quality, resolves discrepancies between property records, and helps ensure that vacancy determinations are associated with the correct parcel and ownership information.

Existing Contract Expiration

The Board entered into a contract with CoreLogic on February 18, 2025, for the provision of ownership and property data services to support implementation of the Empty Homes Tax. Since that time, the data has become a critical component of the Board's vacancy identification, verification, and ownership research workflow.

Continued access to updated ownership and assessor records is necessary because property ownership changes frequently through sales, transfers, and other transactions. Maintaining access to this data enables staff to accurately identify the parties responsible for vacant properties and helps ensure the accuracy of the ownership and parcel information provided to the City's Finance Department.

Proposed Contract Amendment

Staff recommend that the Board authorize a five-year extension of the contract through January 31, 2032, and increase the contract's spending authority by $60,000. The additional spending authority is sufficient to cover CoreLogic's current annual subscription cost of $12,127.50 throughout the five-year extension period. Approval of this contract amendment will ensure continued access to critical ownership and property data that supports administration of the Empty Homes Tax and enhances the Board's use of the Tolemi BuildingBlocks platform.

Financial Impact

Approval of the proposed amendment will increase contract spending authority by $60,000, from $25,000 to an amount not to exceed $85,000.

This contract is funded through the City Council's General Fund allocation for administration of the Empty Homes Tax and will not impact the Rent Board Fund.

Contact Person

Lief Bursell, Principal Planner

Attachments

1. Resolution 26-38

RESOLUTION 26-38

AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND AND EXTEND THE CONTRACT WITH CORELOGIC FOR DELIVERY OF BULK PROPERTY OWNERSHIP AND ASSESSOR DATA SUPPORTING ADMINISTRATION OF THE EMPTY HOMES TAX AND INCREASING TOTAL CONTRACT SPENDING AUTHORITY TO AN AMOUNT NOT TO EXCEED $85,000

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

WHEREAS, the Board assists the City of Berkeley with the implementation and administration of the Empty Homes Tax Ordinance (Berkeley Municipal Code Chapter 7.54), including identifying vacant residential units that may be subject to taxation; and,

WHEREAS, accurate property ownership and assessor information is necessary to ensure that vacant residential units identified by the Board are correctly associated with the responsible property owner and the correct parcel information prior to referral to the City of Berkeley Finance Department; and,

WHEREAS, the Board's staff utilize Alameda County property ownership and assessor data compiled and provided by CoreLogic, including ownership information, mailing addresses, assessor parcel numbers, and other property characteristics used to support administration of the Empty Homes Tax; and,

WHEREAS, CoreLogic ownership and parcel records are integrated into the Tolemi BuildingBlocks platform and are among the primary datasets used to associate vacancy information contained in the Rent Registry with current ownership and parcel information; and,

WHEREAS, integration of CoreLogic data with vacancy information and other relevant datasets improves data quality, resolves discrepancies between records, and helps ensure that vacancy determinations for the Empty Homes Tax are associated with the correct owner and parcel information; and,

WHEREAS, the Board's Executive Director entered into a contract with CoreLogic on February 18, 2025, for the provision of ownership and property data services to support implementation of the Empty Homes Tax, and that contract expires on January 31, 2027; and,

WHEREAS, continued access to current ownership and assessor records is necessary because property ownership changes frequently through sales, transfers, and other transactions, and such access enables staff to accurately identify responsible parties for vacant units subject to the Empty Homes Tax and helps ensure the accuracy of the ownership and parcel information provided to the City's Finance Department.

RESOLUTION 26-38

AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND AND EXTEND THE CONTRACT WITH CORELOGIC FOR DELIVERY OF BULK PROPERTY OWNERSHIP AND ASSESSOR DATA SUPPORTING ADMINISTRATION OF THE EMPTY HOMES TAX AND INCREASING TOTAL CONTRACT SPENDING AUTHORITY TO AN AMOUNT NOT TO EXCEED $85,000 (Page 2)

NOW, THEREFORE BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley that the Executive Director is hereby authorized to amend and extend the contract with CoreLogic for delivery of bulk property ownership and assessor data supporting administration of the Empty Homes Tax through January 31, 2032, and to increase contract spending authority by $60,000, bringing the total authorized amount under the contract to $85,000 for services provided through January 31, 2032.

Dated: November 19, 2026

Adopted by the Rent Stabilization Board by the following vote:

YES:
NO:
ABSTAIN:
ABSENT:

_____
Soli Alpert, Chairperson
Rent Stabilization Board

Attest:_____
DéSeana Williams, Executive Director

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"NEW CONTRACT"

Contract # 32500154	Vendor # 25622

CONTRACTOR NAME: Corelogic **Berkeley Business License #** BL-021412

Subject of Contract: Bulk property data delivery via secure file transfer protocol

This contract package contains: **2 Original Contracts (Vital Record and Vendor) in folder** ***The Vital Record contract MUST be in a folder. Vendor copies may be assembled with an Acco-fastener.** ****DocuSign Agreements only require 1 Original (Vital Record) copy.**	Attached	Waiver Attached	Not Required
1. CONTRACT BOILERPLATE	☒		
2. Scope of Services (Exhibit A @ boilerplate)	☒		
3. Payment Provisions (Exhibit B @ boilerplate)	☒		
4. Evidence of Competitive Solicitation OR Waiver by **Rent Board ED** or by **Rent Board** Resolution	☐	☒	☐
5. CERTIFICATIONS			
a. Workforce Composition *(businesses with 5 or more employees)*	☒	☐	☐
b. Nuclear Free Berkeley Disclosure	☒	☐	☐
c. Oppressive States Disclosure *(Exception: Community-based, non-profit organizations)*	☒	☐	☐
d. Sanctuary City Compliance Statement	☒	☐	☐
e. Certification of Compliance with Living Wage Ordinance (LWO): ***use current form on web****	☒	☐	☐
f. Certification of Compliance with Equal Benefits Ordinance: ***use current form on web****	☒	☐	☐
g. Community Agency: Certification of Anti-Lobbying	☐	☐	☒
h. Community Agency: Certification of Drug-Free Workplace	☐	☐	☒
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s *(originals, not copies)*	☐	☐	☐
7. Authorizing **Rent Board** Resolution # 19-26 (Rent Board ED Spending Authority)	☒		☐
8. Consultant Contracts: Form 700, Statement of Economic Interests	☐		☒
9. Federally Funded Project Requirement: Debarment status printout (SAM.gov)	☐		☒

Requisition # 12508633 *(Hard copy attached)* **Budget Code:** 016-13-131-000-0000-000-444-612990 Amt.$25,000

Contract Amount $$25,000.00

Rent Board Approved Amount $25,000

Was there any advance payment? No ☒ **Yes** ☐ ..... **If Yes, Advanced Amount $** _____
If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. Lief Bursell [signature] Rent Board 510.981.4919 1/21/25
Project Manager (PRINT NAME/SIGN) **Department** **Phone No.** **Date**

2. [signature] / SHAMIKA COLE 1/13/25
Department Administrative Officer/Accounting (PRINT NAME/SIGN) **Date**

EXECUTED
FEB 18 2025

3. [signature] 1/13/2025
Department Head (PRINT NAME/SIGN) **Date**

4. [signature] 2/14/2025
Contract Administrator (PRINT NAME/SIGN) **Date**

5. Michelle Rosete for SHARON TRIEBRICH [signature] 2/18/2025
Budget Manager (PRINT NAME/SIGN) **Date**

Routing continues to the following persons, *who sign directly on the contract:*

6. Executive Director, Rent Board *(City Manager signature not required for Rent Board contracts)*

7. **City Clerk:** Destruct _____ Review _____
VCD 2/20/25

* **For current vendor forms**, go to City of Berkeley website: Vendor Forms & Requirements

Rev 9/2023

Docusign Envelope ID: 5687B7E2-0ABC-462D-9C16-9513F03B1522

Rent Stabilization Board

SENT VIA E-MAIL AND U.S. MAIL

January 29, 2026

Corelogic
40 Pacifica Street, Suite 900
Irvine, CA 92618

SUBJECT: Extension of City of Berkeley Rent Stabilization Board Contract No. 32500154

Dear Sir or Madame:

As provided for under Section 3.a. ("Term") of Contract No. 32500154 between you and the City of Berkeley Rent Stabilization Board, I am extending the term of this contract from January 31, 2026 through **January 31, 2027**. All other terms and conditions of this contract will remain in full force and effect.

Please sign below indicating your acceptance and return this letter to: Shamika Cole, Berkeley Rent Stabilization Board, 2000 Center Street, Ste. 400, Berkeley, CA 94704. If you have any questions, please contact Shamika via e-mail at SSCole@berkeleyca.gov or at (510) 981.4903.

ACCEPTED BY: Signed by: Eric Wrobel FB2'9[illegible]E66[illegible]44AD.. DATE: 2/24/2026

Sincerely,

DéSeana Williams
Executive Director
Rent Stabilization Board

Cc: City Contracts Administrator
City Auditor
City Clerk

Rent Stabilization Board

SENT VIA E-MAIL AND U.S. MAIL

January 29, 2026

Corelogic
40 Pacifica Street, Suite 900
Irvine, CA 92618

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Please sign below indicating your acceptance and return this letter to: Shamika Cole, Berkeley Rent Stabilization Board, 2000 Center Street, Ste. 400, Berkeley, CA 94704. If you have any questions, please contact Shamika via e-mail at SSCole@berkeleyca.gov or at (510) 981.4903.

ACCEPTED BY: _____ DATE: January 29, 2026

DéSeana Williams
Executive Director
Rent Stabilization Board

Cc: City Contracts Administrator
City Auditor
City Clerk

VITAL RECORD

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY RENT BOARD ("BOARD"), an agency in a Charter City organized and existing under the laws of the State of California, and CoreLogic Solutions, LLC ("Contractor"), a limited liability corporation doing business at 40 Pacifica, Suite 900 Irvine, California 92618, who agree as follows:

1. SCOPE OF SERVICES

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

2. PAYMENT

For services referred to in Section 1, Board will pay Contractor a total amount not to exceed $25,000.00. Board shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. TERM

a. This Contract shall begin on February 1, 2025, and end on January 31, 2026. The Executive Director of the Board may extend the term of this Contract by giving written notice.

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

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

DéSeana Williams, Executive Director
City of Berkeley Rent Stabilization Board
2000 Center Street Suite 400
Berkeley, California 94704

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

Katherine Tziachris
Corelogic Solutions, LLC
40 Pacifica, Suite 900
Irvine, California 94704

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

4. **INDEMNIFICATION**

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

5. **INSURANCE**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of $2,000,000.00 (Two million dollars); an automobile liability insurance policy in the minimum amount of $1,000,000.00 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of $1,000,000.00 to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the Board, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the Board.

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

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

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

d. Contractor shall forward all insurance documents to:
Department Name: Shamika Cole, Finance Director
Department Address: City of Berkeley Rent Stabilization Board
2000 Center Street Suite 400
Berkeley, CA 94704
Department Email: rsbfinance@berkeleyca.gov

6. CONFORMITY WITH LAW AND SAFETY

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

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the Board's Executive Director by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to Board, in such form as the Board may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Board's equipment, tools or materials were involved.

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

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

7. SAFETY DATA SHEETS

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

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

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

9. **NON-DISCRIMINATION**

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

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

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

10. **INDEPENDENT CONTRACTOR**

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

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

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

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

11. **CONFLICT OF INTEREST PROHIBITED**

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

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the

preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq*., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

12. **NUCLEAR FREE BERKELEY**

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

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.
(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region, the provinces of Ado, Kham, and U-Tsang; and Burma (Myanmar) shall be deemed oppressive states.

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

14. **SANCTUARY CITY CONTRACTING**

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

a. "Data Broker" means either of the following:

i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include

both private-sector business and government agencies;

ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:

i. The City's computer-network health and performance tools;

ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

15. RECYCLED PAPER FOR WRITTEN REPORTS

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

16. BERKELEY LIVING WAGE ORDINANCE

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

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

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

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

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

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of $50.00 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. BERKELEY EQUAL BENEFITS ORDINANCE

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

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

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

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

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

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

19. **SETOFF AGAINST DEBTS**

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

20. **CONFIDENTIALITY OF INFORMATION**

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

21. **PREVAILING WAGES**

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

22. **GOVERNING LAW**

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

23. **AMENDMENTS**

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

24. **ENTIRE CONTRACT**

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

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

25. **SEVERABILITY**

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

26. **WAIVER**

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

27. **ASSIGNMENT**

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

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

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

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

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

30. **SECTION HEADINGS**

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

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

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of

B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number BL-021412_____
Taxpayer ID Number

[SIGNATURE PAGE FOLLOWS]

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

CITY OF BERKELEY

By: _____
DéSeana, Executive Director

Approved By
Board's Legal Unit

_____
Matt Brown, General Counsel

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

Attest by: _____
City Clerk

CONTRACTOR: CORELOGIC SOLUTIONS LLC

Printed Name: SACHIN RAJPAL

By: _____

Title: Managing Director Data Solutions

Tax Identification # _____

Berkeley Business License # _____

Incorporated: Yes ☒ No ☐

Certified Woman Business Enterprise: Yes ☐ No ☒

Certified Minority Business Enterprise: Yes ☐ No ☒

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes ☐ No ☒

EXHIBIT A

SCOPE OF SERVICES

I. SERVICES, DELIVERY & FEES: Contractor shall provide Board with the Services listed below via the specified delivery method. Board shall pay Contractor the Fees set forth below.

Services	Product SKU	Delivery, Fees & Additional Information
A. Bulk Data *See the attached Bulk Data Exhibit.*		Bulk Data delivered via secure file transfer protocol ("SFTP").
1. SDP Property v3	BDSDPPROP	Fees: See Section II.A. Geographic Coverage – Berkeley, CA (Alameda County)
a. Frequency: Monthly		

II. ADDITIONAL FEE & DELIVERY INFORMATION:

A. Annual Fees: Board shall pay to CoreLogic an annual fee of $11,000.00 for access to the Services ("Annual Fees"). The Annual Fees shall be invoiced on or about the SOW Effective Date, and subsequent instalments will be due and payable on the first day of each 12-month period thereafter.

B. Annual Fee Increase: The Fees for the Services under this SOW shall increase 5%, rounded to the nearest $0.01, on the first day of each SOW renewal term. Notwithstanding anything to the contrary in this SOW, all payment amounts specified in this SOW shall be modified, as applicable, to reflect the foregoing increase.

III. PERMITTED APPLICATIONS: Board and Permitted Users specified below shall use the Services solely for the applications specified below in accordance with the terms and conditions of this Agreement.

A. Board's Use:

1. Board shall use the Services solely for Board's own internal business purposes risk management. For avoidance of doubt, Board may only use records from Berkeley, CA. Board shall not resell, relicense or redistribute the Services in whole or in part.

BULK DATA EXHIBIT.

The Bulk Data consists of the fields shown in the Included Attributes/Fields section below for the respective locations shown in Geographic Coverage section below. Customer acknowledges that the availability, quality and scope of data varies substantially in time and geography, and circumstances may exist or arise which prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Record Layout.

DATA SOLUTIONS	
Order Work Sheet Name	OW-00001611
Data Solutions Name	SDP_Property_v3
Layout ID	SDP_Property_v3
Agreement Type	MSA + SOW
Order Type	New Order
Billable Type	New Billable
Solution Type	Bulk Data / Extract Delivery
Geographical Coverage	Custom - see Geographic coverage section
Land Use	All Residential (100:199)
Period Coverage	
All History	false
Delivery History Start Date	
Delivery History End Date	
Update Frequency	Monthly
Update Type	Only deliver new/changed records
Term	12 months w/ autorenew
Instructions	

DELIVERY DETAILS	
Delivery Mode	CoreLogic Secure FTP
Delivery Mode (Other)	

CUSTOM GEOGRAPHICAL COVERAGE	
Custom Geographic Coverage	06001 CA Alameda
Other Geographic Filter	

CUSTOM LAND USE	
Custom Land Use	

Data Consultant Notes	
Certified Consultant	Peter Hoang
Certified Date	October 4, 2024

INCLUDED ATTRIBUTES/FIELDS

Property_v3

FIELD #	FIELD NAME	TYPE
CLIP V2		
1	CLIP	AlphaNumeric
PROPERTY ID V2		
2	FIPS CODE	AlphaNumeric
3	APN (PARCEL NUMBER UNFORMATTED)	AlphaNumeric
4	APN SEQUENCE NUMBER	Numeric
5	COMPOSITE PROPERTY LINKAGE KEY	AlphaNumeric
6	ORIGINAL APN	AlphaNumeric
7	TAX ACCOUNT NUMBER	AlphaNumeric
8	ONLINE FORMATTED PARCEL ID	AlphaNumeric
9	ALTERNATE PARCEL ID	AlphaNumeric
PROPERTY ID LINEAGE		
10	PREVIOUS PARCEL NUMBER	AlphaNumeric
11	PREVIOUS PARCEL SEQUENCE NUMBER	Numeric
12	PREVIOUS PARCEL NUMBER FORMATTED	AlphaNumeric

LOCATION V3		
13	CENSUS ID	AlphaNumeric
14	RANGE	AlphaNumeric
15	TOWNSHIP	AlphaNumeric
16	SECTION	AlphaNumeric
17	QUARTER SECTION	AlphaNumeric
18	MUNICIPALITY NAME	AlphaNumeric
19	MUNICIPALITY CODE	AlphaNumeric
20	JURISDICTION COUNTY CODE	AlphaNumeric
21	TOWN CODE	AlphaNumeric
22	TAX RATE AREA CODE	AlphaNumeric
23	TAX DISTRICT COUNTY NAME	AlphaNumeric
24	TAX DISTRICT MUNICIPALITY NAME	AlphaNumeric
25	SCHOOL DISTRICT NAME	AlphaNumeric
26	FIRE DISTRICT COUNTY NAME	AlphaNumeric
27	WATER DISTRICT NAME	AlphaNumeric
28	ELEMENTARY SCHOOL DISTRICT COUNTY DESCRIPTION	AlphaNumeric
29	HIGH SCHOOL DISTRICT COUNTY DESCRIPTION	AlphaNumeric
30	NEIGHBORHOOD DESCRIPTION	AlphaNumeric
31	SITUS CORE BASED STATISTICAL AREA (CBSA)	AlphaNumeric
32	CBSA TYPE	AlphaNumeric
PROPERTY V3		
33	LAND USE CODE	AlphaNumeric
34	COUNTY LAND USE DESCRIPTION	AlphaNumeric
35	STATE LAND USE DESCRIPTION	AlphaNumeric
36	MANUFACTURED HOME INDICATOR	AlphaNumeric
37	ZONING CODE	AlphaNumeric
38	ZONING CODE DESCRIPTION	AlphaNumeric
39	PROPERTY INDICATOR CODE	AlphaNumeric
40	NUMBER OF BUILDINGS	Numeric
PROPERTY (PREMIUM) V2		
41	VIEW CODE	AlphaNumeric
42	LOCATION INFLUENCE CODE	AlphaNumeric
43	FORECLOSURE STAGE CODE	AlphaNumeric
44	LAST FORECLOSURE TRANSACTION DATE	Numeric
GEOSPATIAL		
45	BLOCK LEVEL LATITUDE	Numeric
46	BLOCK LEVEL LONGITUDE	Numeric
GEOSPATIAL (PREMIUM)		
47	PARCEL LEVEL LATITUDE	Numeric
48	PARCEL LEVEL LONGITUDE	Numeric
PROPERTY ADDRESS V2		
49	SITUS HOUSE NUMBER	AlphaNumeric
50	SITUS HOUSE NUMBER SUFFIX	AlphaNumeric
51	SITUS HOUSE NUMBER 2	AlphaNumeric
52	SITUS DIRECTION	AlphaNumeric
53	SITUS STREET NAME	AlphaNumeric
54	SITUS MODE	AlphaNumeric
55	SITUS QUADRANT	AlphaNumeric
56	SITUS UNIT NUMBER	AlphaNumeric
57	SITUS CITY	AlphaNumeric
58	SITUS STATE	AlphaNumeric
59	SITUS ZIP CODE	AlphaNumeric
60	SITUS COUNTY	AlphaNumeric
61	SITUS CARRIER ROUTE	AlphaNumeric
62	SITUS STREET ADDRESS	AlphaNumeric
63	SITUS CITY STATE ZIP SOURCE	AlphaNumeric
PROPERTY ADDRESS (PREMIUM)		
64	SITUS DELIVERY POINT VALIDATION CODE	AlphaNumeric
65	SITUS DELIVERY POINT VALIDATION VACANT INDICATOR	Numeric
PROPERTY LEGAL V2		
66	LEGAL BLOCK NUMBER	AlphaNumeric
67	LEGAL BLOCK NUMBER SUFFIX	AlphaNumeric
68	LEGAL LOT NUMBER	AlphaNumeric
69	LEGAL LOT NUMBER SUFFIX	AlphaNumeric
70	SUBDIVISION TRACT NUMBER	AlphaNumeric

71	SUBDIVISION PLAT BOOK	AlphaNumeric
72	SUBDIVISION PLAT PAGE	AlphaNumeric
73	SUBDIVISION NAME	AlphaNumeric
74	LEGAL DESCRIPTION	AlphaNumeric
OWNER V2		
75	OWNER 1 FULL NAME	AlphaNumeric
76	OWNER 1 LAST NAME	AlphaNumeric
77	OWNER 1 FIRST NAME AND MIDDLE INITIAL	AlphaNumeric
78	OWNER 2 FULL NAME	AlphaNumeric
79	OWNER 2 LAST NAME	AlphaNumeric
80	OWNER 2 FIRST NAME AND MIDDLE INITIAL	AlphaNumeric
OWNER (PREMIUM) V3		
81	OWNER 1 CORPORATE INDICATOR	AlphaNumeric
82	OWNER 2 CORPORATE INDICATOR	AlphaNumeric
83	OWNER 3 FULL NAME	AlphaNumeric
84	OWNER 3 LAST NAME	AlphaNumeric
85	OWNER 3 FIRST NAME AND MIDDLE INITIAL	AlphaNumeric
86	OWNER 3 CORPORATE INDICATOR	AlphaNumeric
87	OWNER 4 FULL NAME	AlphaNumeric
88	OWNER 4 LAST NAME	AlphaNumeric
89	OWNER 4 FIRST NAME AND MIDDLE INITIAL	AlphaNumeric
90	OWNER 4 CORPORATE INDICATOR	AlphaNumeric
91	OWNER ETAL CODE	AlphaNumeric
92	OWNER OWNERSHIP RIGHTS CODE	AlphaNumeric
93	OWNER RELATIONSHIP TYPE CODE	AlphaNumeric
94	OWNER OCCUPANCY CODE	AlphaNumeric
OWNER MAILING V2		
95	MAILING HOUSE NUMBER	AlphaNumeric
96	MAILING HOUSE NUMBER SUFFIX	AlphaNumeric
97	MAILING HOUSE NUMBER 2	AlphaNumeric
98	MAILING DIRECTION	AlphaNumeric
99	MAILING STREET NAME	AlphaNumeric
100	MAILING MODE	AlphaNumeric
101	MAILING QUADRANT	AlphaNumeric
102	MAILING UNIT NUMBER	AlphaNumeric
103	MAILING CITY	AlphaNumeric
104	MAILING STATE	AlphaNumeric
105	MAILING ZIP CODE	AlphaNumeric
106	MAILING CARRIER ROUTE	AlphaNumeric
107	MAILING STREET ADDRESS	AlphaNumeric
108	OWNER CARE OF NAME	AlphaNumeric
109	MAILING OPT OUT INDICATOR	AlphaNumeric
OWNER MAILING (PREMIUM)		
110	MAILING DELIVERY POINT VALIDATION CODE	AlphaNumeric
111	MAILING DELIVERY POINT VALIDATION VACANT INDICATOR	Numeric
TAX V3		
112	CALCULATED TOTAL VALUE	Numeric
113	CALCULATED LAND VALUE	Numeric
114	CALCULATED IMPROVEMENT VALUE	Numeric
115	CALCULATED TOTAL VALUE SOURCE CODE	AlphaNumeric
116	ASSESSED TOTAL VALUE	Numeric
117	ASSESSED LAND VALUE	Numeric
118	ASSESSED IMPROVEMENT VALUE	Numeric
119	MARKET TOTAL VALUE	Numeric
120	MARKET LAND VALUE	Numeric
121	MARKET IMPROVEMENT VALUE	Numeric
122	APPRAISED TOTAL VALUE	Numeric
123	APPRAISED LAND VALUE	Numeric
124	APPRAISED IMPROVEMENT VALUE	Numeric
125	TOTAL TAX AMOUNT	Numeric
126	NET TAX AMOUNT	Numeric
127	TAX YEAR	Numeric
128	ASSESSED YEAR	Numeric
129	TAX AREA CODE	AlphaNumeric
130	TOTAL PROPERTY TAX RATE PERCENT	Numeric
131	TAXABLE IMPROVEMENT VALUE	Numeric

132	TAXABLE LAND VALUE	Numeric
133	TAXABLE OTHER VALUE	Numeric
134	NET TAXABLE VALUE	Numeric
TAX EXEMPTION V3		
135	HOMESTEAD EXEMPT INDICATOR	AlphaNumeric
136	SENIOR EXEMPT INDICATOR	AlphaNumeric
137	DISABLED EXEMPT INDICATOR	AlphaNumeric
138	VETERAN EXEMPT INDICATOR	AlphaNumeric
139	WIDOW EXEMPT INDICATOR	AlphaNumeric
140	TOTAL TAX EXEMPTION AMOUNT	Numeric
141	CALCULATED TOTAL TAX EXEMPTION AMOUNT	Numeric
PURCHASE TRANSACTION V3		
142	TRANSACTION BATCH DATE	Numeric
143	TRANSACTION BATCH SEQUENCE NUMBER	Numeric
144	MULTI OR SPLIT PARCEL CODE	AlphaNumeric
145	SALE RECORDED DOCUMENT NUMBER	AlphaNumeric
146	SALE RECORDED DOCUMENT BOOK NUMBER	AlphaNumeric
147	SALE RECORDED DOCUMENT PAGE NUMBER	AlphaNumeric
148	SALE DOCUMENT TYPE CODE	AlphaNumeric
149	SALE RECORDING DATE	Numeric
150	SALE DATE	Numeric
151	SALE AMOUNT	Numeric
152	SALE TYPE CODE	AlphaNumeric
153	TRANSACTION TYPE CODE	AlphaNumeric
154	TITLE COMPANY CODE	AlphaNumeric
155	TITLE COMPANY NAME	AlphaNumeric
156	RESIDENTIAL INDICATOR	AlphaNumeric
157	SELLER NAME	AlphaNumeric
PROPERTY SIZE V3		
158	FRONT FOOTAGE	Numeric
159	DEPTH FOOTAGE	Numeric
160	TOTAL NUMBER OF ACRES	Numeric
161	TOTAL LAND SQUARE FOOTAGE	Numeric
162	EASEMENT TYPE CODE	AlphaNumeric
STRUCTURE - AGE		
163	YEAR BUILT	Numeric
164	EFFECTIVE YEAR BUILT	Numeric
STRUCTURE - ROOMS		
165	TOTAL NUMBER OF BEDROOMS - ALL BUILDINGS	Numeric
166	TOTAL NUMBER OF ROOMS - ALL BUILDINGS	Numeric
167	TOTAL NUMBER OF BATHROOMS - ALL BUILDINGS	Numeric
168	TOTAL NUMBER OF BATHROOMS	Numeric
169	TOTAL NUMBER OF FULL BATHS - ALL BUILDINGS	Numeric
170	TOTAL NUMBER OF HALF BATHS - ALL BUILDINGS	Numeric
171	TOTAL NUMBER OF 1QTR BATHS - ALL BUILDINGS	Numeric
172	TOTAL NUMBER OF 3QTR BATHS - ALL BUILDINGS	Numeric
173	TOTAL NUMBER OF BATH FIXTURES	Numeric
174	TOTAL NUMBER OF BATH FIXTURES - ALL BUILDINGS	Numeric
STRUCTURE - INTERIOR		
175	AIR CONDITIONING TYPE CODE	AlphaNumeric
176	BASEMENT FINISH TYPE CODE	AlphaNumeric
177	BASEMENT TYPE CODE	AlphaNumeric
178	FIREPLACE INDICATOR	AlphaNumeric
179	TOTAL NUMBER OF FIREPLACES	Numeric
180	FIREPLACE TYPE CODE	AlphaNumeric
181	FLOOR TYPE CODE	AlphaNumeric
182	HEATING TYPE CODE	AlphaNumeric
183	STORIES TYPE CODE	AlphaNumeric
184	TOTAL NUMBER OF STORIES	Numeric
STRUCTURE - EXTERIOR		
185	BUILDING TYPE CODE	AlphaNumeric
186	BUILDING IMPROVEMENT TYPE CODE	AlphaNumeric
187	BUILDING IMPROVEMENT CONDITION CODE	AlphaNumeric
188	CONSTRUCTION TYPE CODE	AlphaNumeric
189	EXTERIOR WALL TYPE CODE	AlphaNumeric
190	FOUNDATION TYPE CODE	AlphaNumeric

191	FRAME TYPE CODE	AlphaNumeric
192	GARAGE TYPE CODE	AlphaNumeric
193	TOTAL NUMBER OF PARKING SPACES	Numeric
194	PARKING TYPE CODE	AlphaNumeric
195	POOL INDICATOR	AlphaNumeric
196	POOL TYPE CODE	AlphaNumeric
197	BUILDING QUALITY CODE	AlphaNumeric
198	ROOF COVER TYPE CODE	AlphaNumeric
199	ROOF TYPE CODE	AlphaNumeric
200	BUILDING STYLE TYPE CODE	AlphaNumeric
201	TOTAL NUMBER OF UNITS - ALL BUILDINGS	Numeric
STRUCTURE SIZE V3		
202	UNIVERSAL BUILDING SQUARE FEET	Numeric
203	UNIVERSAL BUILDING SQUARE FEET SOURCE CODE	AlphaNumeric
204	BUILDING AREA SQUARE FEET	Numeric
205	TOTAL LIVING AREA SQUARE FEET - ALL BUILDINGS	Numeric
206	GROUND FLOOR AREA SQUARE FEET	Numeric
207	BUILDING GROSS AREA SQUARE FEET	Numeric
208	BUILDING ADJUSTED AREA SQUARE FEET	Numeric
209	BASEMENT AREA SQUARE FEET	Numeric
210	GARAGE OR PARKING SQUARE FEET	Numeric
211	SECOND FLOOR AREA SQUARE FEET	Numeric
212	FINISHED BASEMENT AREA SQUARE FEET	Numeric
213	UNFINISHED BASEMENT AREA SQUARE FEET	Numeric
UTILITIES V2		
214	FUEL TYPE CODE	AlphaNumeric
215	ELECTRICITY/WIRING TYPE CODE	AlphaNumeric
216	SEWER TYPE CODE	AlphaNumeric
217	UTILITIES TYPE CODE	AlphaNumeric
218	WATER TYPE CODE	AlphaNumeric
219	BUILDING FUEL TYPE CODE	AlphaNumeric
TAXROLL UPDATE V2		
220	LAST ASSESSOR UPDATE DATE	Numeric
221	TAXROLL CERTIFICATION DATE	Numeric
222	TAXROLL EDITION NUMBER	Numeric
223	BEGINNING TAX YEAR DATE	Numeric
224	ENDING TAX YEAR DATE	Numeric
COMMERCIAL V2		
225	TOTAL SQUARE FOOTAGE OPEN AREAS	Numeric
226	TOTAL AREA SQUARE FOOTAGE - ALL BUILDINGS	Numeric
227	TOTAL AREA SQUARE FOOTAGE OFFICE SPACE - ALL BUILDINGS	Numeric
228	TOTAL NUMBER OF ELEVATORS - ALL BUILDINGS	Numeric
229	TOTAL NUMBER OF LOADING DOCKS - ALL BUILDINGS	Numeric
230	TOTAL NUMBER OF RAIL SPURS - ALL BUILDINGS	Numeric
231	TOTAL NUMBER OF TRUCK DOORS - ALL BUILDINGS	Numeric
232	TOTAL NUMBER OF 1 BEDROOMS	Numeric
233	TOTAL NUMBER OF 2 BEDROOMS	Numeric
234	TOTAL NUMBER OF 3 BEDROOMS	Numeric
235	TOTAL NUMBER OF EFFICIENCY UNITS	Numeric
ACTION		
236	RECORD ACTION INDICATOR	AlphaNumeric

EXHIBIT B

PAYMENT

GENERAL: Contract Not to Exceed amount is $25,000.00. The Board will pay Contractor an Annual Fee of $11,000.00 for bulk data services for the first year upon ~~execution~~ of the contract. The fees for the Services under Exhibit A shall increase 5%, rounded to the nearest $0.01, on the first day for each subsequent Renewal Term.

BILLING: Contractor will submit invoices for services rendered annually.

INVOICES: Invoices must be fully itemized and provide sufficient information for approval of payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Shamika Cole, Finance Manager** (List on invoice, Attn: Lief Bursell, Senior Planner) and reference the contract number.

Attn: Finance Unit
Rent Stabilization Board
Email: rsbfinance@berkeleyca.gov
Phone: 510-981-4903

PAYMENTS: The Board will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

REQUEST FOR WAIVER OF COMPETITIVE SOLICITATION

BY EXECUTIVE DIRECTOR

DATE: December 15, 2024

TO: DeSeana Williams – Executive Director

FROM: Shamika Cole – Finance Director

DEPT. Lief Bursell - Project Manager

REQUEST FOR WAIVER Corelogic $25,000.00

CONTRACT NAME **AMOUNT**

INSTRUCTIONS:

A written request must be submitted for a waiver consideration. Please complete and forward to Contracts Administrator.

We are requesting a waiver on the above contract for one the following reason(s). Explanation must clearly state why this exception meets the required criteria. For details see section on Evidence of Competitive Solicitation online.

1. Service is very **SPECIALIZED** because this vendor provides Alameda County and property ownership data to the Rent Board through their Realquest product. The Rent Board needs this same data provided as bulk data uploads in the same format.

2. This product or service can only be provided by this contractor (**SOLE SOURCE**) because Corelogic is the owner or Realquest product and are the only contractor that can provide this data..

WAIVER IS RECOMMENDED ☑

DENIED ☐

←Must be initialed by General Services Manager **prior** to Executive Director approval.

Executive Director

1/13/2025

Date

Docusign Envelope ID: ABED8B8B-CDA4-4FD-8D5F-21232F139993

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION CoreLogic Solutions, LLC

ADDRESS 40 Pacifica. Suite 900 Irvine. CA 92618

BUSINESS LICENSE # 95-1068610

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

Occupational Category	ALL EMPLOYEES		WHITE		BLACK OR AFRICAN AMERICAN		ASIAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		I DO NOT WISH TO ANSWER	
(see page 2 for definitions)	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive/Senior Level Offici	23	6	14	5			8	1									1	
First/Mid Level Officials and	302	223	206	143	18	31	42	20	18	19	7	1			7	5	4	4
Professionals	1,016	646	602	355	61	72	210	145	82	48	3	2	2	2	33	13	23	9
Sales Workers	80	57	73	44	2	4	2	4	2	2					1	2		1
Administrative Support Work	544	1,036	298	411	99	332	37	73	78	167	6	5	1	6	15	28	10	14
Totals	1,965	1,968	1,193	958	180	439	299	243	180	236	16	8	3	8	56	48	38	28

*Specify other occupation: _____

**Specify other ethnicity: _____

Is your business MBE/WBE/DBE certified? [redacted] No

If Yes, by what agency? _____

If Yes, please specify: [redacted] or ethnic identification: _____

Do you have a policy of non-discrimination? [redacted] Yes

Signature Eric Wrobel

Date November 11, 2024

Print/Type Name of Signer Eric Wrobel,VP, Product Management, Property Intelligence

Verified by _____

City of Berkeley Contract Administrator

Date _____

Docusign Envelope ID: ABEDB896-CD84-40F0-8D5 232F139993

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: Eric Wrobel Title: VP, Product Management, Property Intelligence

Signed by: Signature: Eric Wrobel FB29539E66844AD... Date: November 11, 2024

Business Entity: CoreLogic Solutions, LLC

CITY OF BERKELEY
Oppressive States Compliance Statement for Commodities

The undersigned, an authorized agent of CoreLogic Solutions, LLC (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).

"Commodities" includes, but is not limited to, any tangible supplies, goods, vehicles, machinery or equipment.

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

The commodities which vendor proposes to supply to the City are not manufactured, assembled, extracted, harvested or refined in any Oppressive State. Vendor 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 buys, sells, leases or distributes Commodities in the conduct of business with, or 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 this 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: Eric Wrobel Title: VP, Product Management, Property Intelligence

Signed by:
Signed: Eric Wrobel Date: November 11, 2024
FB29539E66844AD...

Business Entity: CoreLogic Solutions, LLC

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.

Signed: _____ Date: _____

Contract description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of CoreLogic Solutions, LLC (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 _____ day of _____, 20__, at Irvine, California.

Printed Name: Eric Wrobel Title: VP, Product Management, Property Intelligence

Signed: Eric Wrobel (Sig ned by FB29539E66844AD...) Date: November 11, 2024

Business Entity: CoreLogic Solutions, LLC

Docusign Envelope ID: ABEDB896-CD84-40F0-8D5 32F139993

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 change (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 **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. ☑

Docusign Envelope ID: ABEDB896-CD84-40F0-8 :1232F139993

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 or 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 or 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: Eric Wrobel Title: VP, Product Management, Property Intelligence

Signature: Signed by: Eric Wrobel FB29539E66844AD... Date: November 11. 2024

Business Entity: CoreLogic Solutions, LLC

Contract Description/Specification No: **Project Name/XX-XXXXX**

For Bulk Data Services

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.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: CoreLogic Solutions, LLC			Vendor No.:
Address: 40 Pacific, Suite 900	City: Irvine	State: CA	ZIP: 92618
Contact Person: Katherine Tziachris			Telephone: 401-743-1592
E-mail Address: katziachris@corelogic.com			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).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* ☐ Yes ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 11 day of November, in the year 2024, at Irvine (City), CA (State)

Eric Wrobel
Name (please print)

Signed by: Eric Wrobel
Signature F629539E66844AD...

VP, Product Management, Property Intelligence
Title

Federal Employer Identification Number / Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: _____

Staff Name(*Sign and Print*): _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2025

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 Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005	**CONTACT NAME:** Shasta Grant **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Shasta.Grant@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co	25674
INSURER B : Indian Harbor Insurance Compan	36940
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COREINC-03
CoreLogic, Inc.
(See Additional Named Insured Schedule)
40 Pacifica, Suite 900,
Irvine CA 92618

COVERAGES **CERTIFICATE NUMBER:** 285465572 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Host Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		H-660-7W398254-TIL-24	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA-7W420112-24-I3-G	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CUP-7W74367A-24-I3	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE $	$ 25,000,000 $ 25,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-4Y181781-24-I3-G	6/1/2024	6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Cyber/Prof. E&O			MTP903900803	6/1/2024	6/1/2025	Limit	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Berkeley Rent Stabilization Board, its officers, agents, volunteers and employees are included as Additional Insured with regards to the General Liability and Auto Liability as required by written contract subject to the policy terms and conditions. Coverage is Primary and Non-Contributory with regards to the General Liability and Auto Liability as required by written contract subject to the policy terms and conditions. Waiver of Subrogation applies with regards to the Workers' Compensation as required by written contract subject to the policy terms and conditions. 30 days notice of cancellation applies, except non payment of premium which is 10 days, with regards to the General Liability, Auto Liability, Workers' Compensation and Umbrella/Excess Liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Berkeley Rent Stabilization Board
2000 Center Street Suite 400
Berkeley CA 94704

CANCELLATION

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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Named Insured Schedule

CORELOGIC, INC (Risk ID 917011567)
a la mode technologies, LLC
Appraisal Scope, Inc.
CDS Business Mapping, LLC
Clareity Ventures, Inc.
Clareity Security, LLC
Compunet Credit Services, LLC
Corelogic Acquisition Co. I, LLC
Corelogic Acquisition Co. IV, LLC
CoreLogic Advanced Delivery Engines, LLC
CORELOGIC BACKGROUND DATA, LLC
CoreLogic Case-Shiller, LLC
CoreLogic Commercial Real Estate Services, Inc.
CORELOGIC CREDCO, LLC
CORELOGIC CREDCO OF PUERTO RICO, LLC
CORELOGIC DORADO, LLC
CORELOGIC FLOOD SERVICES, LLC
CORELOGIC HOLDINGS II, INC.
CORELOGIC INFORMATION RESOURCES, LLC
CoreLogic Platinum Valuation Services, LLC
Corelogic Portfolio Solutions, LLC
CORELOGIC SCREENING SERVICES, LLC
CORELOGIC SERVICES, LLC
CORELOGIC SOLUTIONS, LLC
Corelogic Spatial Solutions, LLC
Corelogic Tax Collection Services, LLC
CORELOGIC TAX SERVICES, LLC
CORELOGIC VALUATION SOLUTIONS, INC., The Columbia Institute
DATAQUICK INFORMATION SYSTEMS, INC.
Decision Insight Information Group (U.S.) I, Inc.
Decision Insight Information Group (U.S.) III, LLC
Eqecat, Inc.
FNC Brazil Holding Company, Inc.
FNC Brazil, Inc.
FNC Holding Company, Inc.
FNC, Inc.
Location, Inc. Group Corporation
Marshall & Swift/Boeckh, LLC
Mercury Network, LLC
MN Sponsor, Inc.
Myriad Development, Inc.
Myriad NHD, LLC
New Decision Insight Information Group (U.S.) III, Inc.
Platinum Data Solutions, Inc.
Symbility Solutions Corp.
Valuation Ventures, LLC
Accurence, Inc.
ClientRunner Software, Inc.
MICA Software, LLC
Moisture Mapper International, Inc.
Next Gear Consulting, LLC
Next Gear Intermediate, LLC
Next Gear IP, LLC
Next Gear Solutions, LLC
Next Gear Topco, LLC
NG Accurence, Inc.
SCNG, Inc.
ClosingCorp Inc.
Celestial-Padre, LLC
Celestial-Saturn Intermediate 1 Inc.
Celestial-Saturn Intermediate 2 Inc.
Celestial-Saturn Parent Inc.
Celestial-Vortex LLC
CoreLogic Holdings GP LLC
CoreLogic Holdings L.P.
CoreLogic, Inc.
CoreLogic Holdings Limited
CoreLogic Solutions Limited
CoreLogic U.K. Limited
ECMK Limited
Symbility Solutions Limited
EHOUSE LIMITED
CoreLogic AG
CoreLogic (India) Services Private Limited
CoreLogic Investments Corporation
CoreLogic Solutions Canada, ULC
FNC.br Servicios em Tecnologia Da Informacao Ltda
INTERSECT, INC.
Marshall & Swift/Boeckh(Canada) Ltd
Myriad Development BE EOOD
Symbility Solutions GmbH
Symbility Solutions Inc.
2314776 ONTARIO INC.
LUXOR CRM INC.
NEXT GEAR SOLUTIONS CANADA, INC.
Next Gear India Private Limited
PROSPECTS SOFTWARE INC.
RP Data Pty Ltd - Subsidiaries
AiRE Software Pty Ltd
Candotech Pty Ltd
CORDELL INFORMATION PTY LIMITED
CoreLogic Australia Holdings Pty Limited
CoreLogic Australia Pty Limited
CoreLogic NZ Limited
Plezzel Pty Ltd
RP Data New Zealand Limited
RP Data Pty Ltd, trade name CoreLogic Asia Pacific
Valex Group Pty Ltd
Valuation Exchange Pty Ltd

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) 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;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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

(6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. 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. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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.

SECTION IV – COMMERCIAL GENERAL LIABILITY 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. You 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. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. 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";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. 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. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

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

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 Part 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 Coverage Part 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.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

(3) 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:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) 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.

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c. Method Of Sharing

If all of 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-4Y181781-24-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

RESOLUTION 19-26

RESCINDING RESOLUTION 95-13 AND INCREASING THE EXECUTIVE DIRECTOR'S PURCHASING AUTHORITY FOR PURCHASES AND CONTTRACTS, AND MODIFYING AUTHORITY RELATED TO USE OF A CREDIT CARD FOR BOARD RELATED CHARGES

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

WHEREAS, the efficient operation of the administrative functions of the Rent Stabilization Program requires the Executive Director to make expenditures on his own authority; and,

WHEREAS, the use of a credit card, with appropriate oversight and restrictions, for administrative expenditures is useful; and,

WHEREAS, in March 1995, the Board, in furtherance of these administrative realities, adopted Resolution 95-13, which established an independent spending authority limit for the Executive Director of $15,000 for purchases and contracts; and,

WHEREAS, Resolution 95-13 also authorized the Executive Director to acquire and use a Bank of the West credit card for administrative purchases up to $3,000 per month; and,

WHEREAS, Resolution 95-13 has not been amended or updated since it was adopted nearly a quarter of a century ago; and,

WHEREAS, over the past twenty-five years, the national inflation rate has increased by roughly 70% and the Bay Area inflation rate has nearly doubled; and,

WHEREAS, the City of Berkeley no longer banks with or has credit cards through the Bank of the West and the limit on the existing credit card has been increased by the bank to $5,000; and,

WHEREAS, the Board wishes to modify, clarify and update their rules around use of a credit card for Program related expenditures as well as the independent expenditure authority of the Executive Director; and,

RESOLUTION 19-26

RESCINDING RESOLUTION 95-13 AND INCREASING THE EXECUTIVE DIRECTOR'S PURCHASING AUTHORITY FOR PURCHASES AND CONTTRACTS, AND MODIFYING AUTHORITY RELATED TO USE OF A CREDIT CARD FOR BOARD RELATED CHARGES (Page 2)

NOW, THEREFORE, BE IT RESOLVED, that the Rent Stabilization Board rescinds Resolution 95-13; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Rent Stabilization Board establishes that the Executive Director has authority to expend up to $30,000 for purchases and contracts and has the authority to secure and utilize a credit card from the financial institution that provides credit services to the City of Berkeley, with a credit limit of $5,000 for administrative related purchases.

Dated: December 19, 2019

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

YES: Alpert, Chang, Mendonca, Poblet, Tregub, Laverde
NO:
ABSTAIN:
ABSENT: Selawsky, Simon-Weisberg, Soto-Vigil

Paola Laverde, Chairperson
Rent Stabilization Board

Attest: _____
Jay Kelekian Executive Director

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the Budget & Personnel Committee

By: DéSeana Williams, Executive Director
Lief Bursell, Principal Planner

SUBJECT: Recommendation to adopt Resolution 26-39 authorizing the Executive Director to execute a five-year extension of the Tolemi BuildingBlocks contract supporting administration of the Empty Homes Tax and increasing total contract spending authority to an amount not to exceed $344,000 through June 30, 2032.

Recommendation

That the Board adopt a resolution authorizing the Executive Director to execute a five-year contract extension with Opportunity Space Inc., dba Tolemi, for continued hosting, support, maintenance, and enhancement of the BuildingBlocks software. The proposed contract would run from July 1, 2027, through June 30, 2032, with a Year 1 cost of $41,200 and 3% annual increases thereafter. The extension would increase the total amount payable under the contract by $219,000, resulting in a cumulative contract amount not to exceed $344,000.

Background and Need for Rent Board Action

The Rent Stabilization Board continues to support administration of the City of Berkeley's Empty Homes Tax (BMC 7.54), which imposes a tax on residential units left vacant more than 182 days in a calendar year. As detailed in prior Board reports, staff use Tolemi's BuildingBlocks platform to integrate and compare data across multiple systems — including the Rent Registry, RHSP inspections, and Alameda County ownership data — for the purpose of confirming information regarding properties with vacant units and identifying additional vacant units that may not be proactively reported by property owners.

Address-standardization issues, inconsistent parcel numbering formats, and cross-departmental data discrepancies have historically made comparing data from

different systems extremely difficult. BuildingBlocks has substantially improved staff's ability to locate, compare, normalize, and link these datasets. The City of Berkeley Finance Department has requested that Rent Board vacancy data be compared against Alameda County ownership and property records. BuildingBlocks has been essential for comparing and integrating county and Rent Board data and allowing staff to efficiently meet this requirement.

The Board previously authorized contracts with Tolemi to support these functions. Continued use of the BuildingBlocks platform is necessary to continue effective administration of the Empty Homes Tax program. Staff are seeking authorization in advance of the current expiration date to ensure uninterrupted service and allow sufficient time for contract execution and future budgeting.

Proposed Contract Amendment

Staff recommend a five-year extension with a Year 1 cost of $41,200, representing a 3% increase from the current rate, followed by annual increases of 3%.

Annual Costs Under Proposed Structure:

Year 1: $41,200
Year 2: $42,436
Year 3: $43,709
Year 4: $45,020
Year 5: $46,371

Five-Year Total: $218,736

Staff recommend authorizing an increase of $219,000 to the contract's spending authority to cover the cost of the five-year extension.

Financial Impact

The contract extension will be funded through the City Council's General Fund allocation for administration of the Empty Homes Tax and will not impact the Rent Board Fund**.**

Contact Person

DéSeana Williams, Executive Director - (510) 981-7368

Attachments

1. Resolution 26-39

RESOLUTION 26-39

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FIVE-YEAR CONTRACT EXTENSION WITH OPPORTUNITY SPACE INC., DBA TOLEMI, FOR THE BUILDINGBLOCKS SOFTWARE PLATFORM, INCREASING THE TOTAL PAYABLE UNDER THE CONTRACT TO AN AMOUNT NOT TO EXCEED $344,000

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

WHEREAS, since Fiscal Year 2024, the Board has assisted the City of Berkeley with the implementation and administration of its Empty Homes Tax Ordinance, which was enacted by Berkeley voters in the November 2022 election; and,

WHEREAS, the Board's role is to identify vacant units that are subject to the Empty Homes Tax and review claims of exemption and vacancy exclusion; and,

WHEREAS, the Board's rent registry has historically contained over 1,200 units claimed exempt due to being vacant and not available for rent; and,

WHEREAS, while the rent registry is a valuable source of vacancy data, there is a need for additional methods to identify vacant residential units subject to the Empty Homes Tax, including analysis of data from the Rental Housing Safety Program, parcel data, Alameda County ownership records, and building permit activity; and

WHEREAS, the BuildingBlocks software platform developed by Opportunity Space Inc., dba Tolemi, is designed to connect, synthesize, and analyze data from multiple systems and formats, allowing staff to more efficiently identify and investigate residential units that may be vacant and subject to taxation; and,

WHEREAS, the Board's Executive Director entered into an initial contract with Opportunity Space Inc., dba Tolemi, in March 2024 to begin integrating relevant datasets and developing analytical tools to support administration of the Empty Homes Tax; and,

WHEREAS, on April 17, 2025, the Board adopted Resolution 25-12 authorizing a contract with Opportunity Space Inc., dba Tolemi, through June 30, 2027, in an amount not to exceed $125,000; and,

WHEREAS, the City of Berkeley Finance Department has asked the Rent Board staff to provide vacancy data that matches directly with Alameda County parcel and property ownership records; and

WHEREAS, continued use of the BuildingBlocks platform is necessary to maintain and enhance the Board's ability to identify vacant residential units and support the continued administration of the Empty Homes Tax.

RESOLUTION 26-39

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FIVE-YEAR CONTRACT EXTENSION WITH OPPORTUNITY SPACE INC., DBA TOLEMI, FOR THE BUILDINGBLOCKS SOFTWARE PLATFORM, INCREASING THE TOTAL PAYABLE UNDER THE CONTRACT TO AN AMOUNT NOT TO EXCEED $344,000 (Page 2)

NOW, THEREFORE BE IT RESOLVED by the Rent Stabilization Board that Executive Director is hereby authorized to execute a five-year extension of the contract with Opportunity Space Inc., dba Tolemi, for continued deployment, hosting, maintenance, support, and enhancement of the BuildingBlocks software platform for the purpose of identifying vacant residential units subject to the Empty Homes Tax.

BE IT FURTHER RESOLVED that the Executive Director is authorized to increase the contract authority by $219,000, resulting in a cumulative contract amount not to exceed $344,000 for services provided through June 30, 2032.

Dated: November 19, 2026

Adopted by the Rent Stabilization Board by the following vote:

YES:
NO:
ABSTAIN:
ABSENT:

_____
Soli Alpert, Chairperson
Rent Stabilization Board

Attest:_____
DéSeana Williams, Executive Director

INTERNAL

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"NEW CONTRACT"

Contract # 32600002 **Vendor # 54607**

CONTRACTOR NAME:

Opportunity Space Inc., dba Tol emi **Berkeley Business License #** BL-019990

Subject of Contract: Hosting and Ongoing Support of BuildingBlocks service for Berkeley Rent Stabilization Board

This contract package contains: **2 Original Contracts (Vital Record and Vendor) in folder** ***The Vital Record contract MUST be in a folder. Vendor copies may be assembled with an Acco-fastener.** ****DocuSign Agreements only require 1 Original (Vital Record) copy.**	**Attached**	**Waiver Attached**	**Not Required**
1. CONTRACT BOILERPLATE	x		
2. Scope of Services (Exhibit A @ boilerplate)	x		
3. Payment Provisions (Exhibit B @ boilerplate)	x		
4. Evidence of Competitive Solicitation OR Waiver by Rent Board ED or by Rent Board Resolution	☐	☒	☐
5. CERTIFICATIONS			
a. Workforce Composition *(businesses with 5 or more employees)*	x	☐	☐
b. Nuclear Free Berkeley Disclosure	x	☐	☐
c. Oppressive States Disclosure *(Exception: Community-based, non-profit organizations)*	x	☐	☐
d. Sanctuary City Compliance Statement	x	☐	☐
e. Certification of Compliance with Living Wage Ordinance (LWO): ***use current form on web****	x	☐	☐
f. Certification of Compliance with Equal Benefits Ordinance: ***use current form on web****	x	☐	☐
g. Community Agency: Certification of Anti-Lobbying	☐	☐	x
h. Community Agency: Certification of Drug-Free Workplace	☐	☐	x
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s *(originals, not copies)*	x	☐	☐
7. Authorizing Rent Board # 25-12	x		☐
8. Consultant Contracts: Form 700, Statement of Economic Interests	☐		x
9. Federally Funded Project Requirement: Debarment status printout (SAM.gov) Executed	☐		x

Requisition # 12514728 *(Hard copy attached)* **Budget Code** 016-13-131-000-0000-000-444-612990 Amt.$125,000

Contract Amount $125,000.00 _____ Amt._____

Rent Board Approved Amount $$125,0000 _____ Amt._____

Was there any advance payment? No ☒ **Yes** ☐ ..... **Date:** 7/8/2025 **If Yes, Advanced Amount $** _____

If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. Lief Bursell _____ Rent Board _____ 510-981-4919 _____ 6/12/25
   Project Manager (PRINT NAME/SIGN) **Department** **Phone No.** **Date**
2. Fey Georgiev Shamica Cole Shamica Cole 6/16/25
   Department Administrative Officer/Accounting (PRINT NAME/SIGN) **Date**
3. Secina Williams 6/16/25
   Department Head (PRINT NAME/SIGN) **Date**
4. Aundra Richards Aundra Richards 6/18/2025
   Contract Administrator (PRINT NAME/SIGN) **Date**
5. _____ 7/2/25
   Budget Manager (PRINT NAME/SIGN) **Date**

Routing continues to the following persons, *who sign directly on the contract:*

VLZD 7.10.25

* **For current vendor forms**, go to City of Berkeley website: Vendor Forms & Requirements

Rev 1/2023

City of Berkeley
Contract Amendment Data Transmittal
(To be completed by Project Manager)

6. ~~**City Manager**~~ *(City Manager's signature not required on Rent Board contracts)*
7. **City Clerk**: Destruct _____ Review _____

VITAL RECORD

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY RENT BOARD ("BOARD"), an agency in a Charter City organized and existing under the laws of the State of California, and Opportunity Space Inc., dba Tolemi ("Contractor"), a Corporation doing business at 295 Devonshire St. 4th Floor Boston MA, 02110, who agree as follows:

1. **SCOPE OF SERVICES**

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

2. **PAYMENT**

For services referred to in Section 1, Board will pay Contractor a total amount not to exceed $125,000.00. Board shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on April 26, 2025 and end on June 30, 2027. The Executive Director of the Board may extend the term of this Contract by giving written notice.

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

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

DeSeana Williams, Executive Director
City of Berkeley, Rent Stabilization Board
2000 Center Street, Suite 400
Berkeley, California 94704

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

Andrew Kieve
Opportunity Space Inc., dba "Tolemi"
295 Devonshire St 4th Floor
Boston, MA 02110

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

4. **INDEMNIFICATION**

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

5. **INSURANCE**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of $2,000,000 (two million dollars); an automobile liability insurance policy in the minimum amount of $1,000,000 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of $0 to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the Board, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the Board.

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

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

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

d. Contractor shall forward all insurance documents to:
Department Name: Rent Stabilization Board – Finance Unit
Department Address 2000 Center Street, Suite 400, Berkeley, CA 94704
Department Email: rsbfinance@berkeleyca.gov

CONFORMITY WITH LAW AND SAFETY

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

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the Board's Executive Director by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to Board, in such form as the Board may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Board's equipment, tools or materials were involved.

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

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

6. **SAFETY DATA SHEETS**

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

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

7. **OWNERSHIP OF DOCUMENTS**

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

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

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

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

8. **NON-DISCRIMINATION**

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

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

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

9. **INDEPENDENT CONTRACTOR**

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

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

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

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

10. **CONFLICT OF INTEREST PROHIBITED**

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

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the

preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

11. **NUCLEAR FREE BERKELEY**

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

12. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.
(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region, the provinces of Ado, Kham, and U-Tsang; and Burma (Myanmar) shall be deemed oppressive states.

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

13. **SANCTUARY CITY CONTRACTING**

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

a. "Data Broker" means either of the following:

i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include

both private-sector business and government agencies;

ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:

i. The City's computer-network health and performance tools;

ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

14. RECYCLED PAPER FOR WRITTEN REPORTS

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

15. BERKELEY LIVING WAGE ORDINANCE

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

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

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

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

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

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of $50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

16. BERKELEY EQUAL BENEFITS ORDINANCE

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

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

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

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

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. **AUDIT**

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

18. **SETOFF AGAINST DEBTS**

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

19. **CONFIDENTIALITY OF INFORMATION**

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

20. **PREVAILING WAGES**

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

21. **GOVERNING LAW**

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

22. **AMENDMENTS**

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

23. **ENTIRE CONTRACT**

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

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

24. **SEVERABILITY**

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

25. **WAIVER**

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

26. **ASSIGNMENT**

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

27. **EFFECT ON SUCCESSORS AND ASSIGNS**

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

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

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

29. **SECTION HEADINGS**

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

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

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of

B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number BL-019990
Taxpayer ID Number

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

CITY OF BERKELEY

By: _____
DeSeana Williams, Executive Director

Approved By
Board's Legal Unit

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

_____
Matt Brown, General Counsel

Attest by: _____
City Clerk

CONTRACTOR

Printed Name: Daniel Marconi

By: _____

Title: VP of Sales

Tax Identification # _____

Berkeley Business License # _____

Incorporated: Yes ☒ No ☐

Certified Woman Business Enterprise: Yes ☐ No ☒

Certified Minority Business Enterprise: Yes ☐ No ☒

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes ☐ No ☒

EXHIBIT A

SCOPE OF SERVICES

The Board is acquiring Contractor's BuildingBlocks service, along with associated services, to meet certain objectives:

- Improve Board's visibility into the residential housing and rental housing stock in Berkeley, CA
- Identify vacant residential units for the purposes of the Empty Homes Tax.
- Leverage technology as a means to alleviate resource constraints

Contractor will ensure that the applications meet current and future organization needs. Key program phases, activities, and timing for this contract are detailed below. These are subject to change based on the ability of Contractor to secure access and/or connections to sources of data, to solicit feedback/direction from the Client may occur concurrently.

Ongoing Support of BuildingBlocks Service for Term of License.
Contractor will ensure that the applications meet's current and future organization needs.

Description of Hosting & Support (Ongoing for Term of License)

- Contractor to host the BuildingBlocks application and the underlying database
- Contractor to provide ongoing customer support via channels including telephone, email, and online chat
- Contractor to load additional data sets, as specified by the Board, quarterly beginning no less than three months after conclusion of Launch
- Contractor to deploy upgrades in concert with ongoing maintenance and improvements of the BuildingBlocks application
- Contractor will advise the Board in advance of any major changes to this working schedule.
- Board agrees to the Terms of Services that govern the use of Contractor products and services.

EXHIBIT B

PAYMENT

GENERAL: Contract Not to Exceed amount is $125,000.00.

BILLING: Contractor will submit invoices for services rendered as outlined below.

Ongoing web hosting, support, data loading, system maintenance, and upgrades will extend through the period of the License Agreement.

Cost	Building Blocks Initial Subscription	$26,000
	BuildingBlocks Ongoing Annual Subscription	$40,000 per year

INVOICES: Invoices must be fully itemized and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to the Finance Unit at** rsbfinance@berkeleyca.gov (List on invoice, Attn: Lief Bursell/Rent Stabilization Board) and reference the contract number.

Attn: Finance Unit
Rent Stabilization Board
2000 Center Street, Suite 400
Berkeley, CA 94704
Email: rsbfinance@berkeleyca.gov
Phone: 510-981-RENT

PAYMENTS: The Board will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

REQUEST FOR WAIVER OF COMPETITIVE SOLICITATION

BY EXECUTIVE DIRECTOR

DATE: June 9, 2025

TO: DeSeana Williams – Executive Director

FROM: Shamika Cole – Finance Director

DEPT. Lief Bursell - Project Manager

REQUEST FOR WAIVER **Opportunity Space dba Tolemi** **$125,000**
CONTRACT NAME **AMOUNT**

INSTRUCTIONS:

A written request must be submitted for a waiver consideration. Please complete and forward to Contracts Administrator.

We are requesting a waiver on the above contract for one the following reason(s). Explanation must clearly state why this exception meets the required criteria. For details see section on Evidence of Competitive Solicitation online.

1. Service is very **SPECIALIZED** because

2. This product or service can only be provided by this contractor (**SOLE SOURCE**) because

Services are specialized. Vendor has vast experience working with other public agencies such as City of Houston, City of Reading PA, City of Sherman TX, City of Las Vegas, City of Rochester, NY, Washington D.C., City of Louisville, and Highpoint, N.C.

The program will assist with implementation of the City of Berkeley's Empty Home Tax Ordinance to identify vacant properties by synthesizing information from County, City and Rent Board data. Tolemi is unique in that it provides the capability to utilize data analytics technology to help government teams pull records from City, County and at the local level to trace neighborhood trends and the critical analysis that we need.

3. This service and/or product must be provided **IMMEDIATELY** because

4. **OTHER CATEGORY**. NOTE: **The lack of advanced planning does not constitute an immediate need**. The reason for this request is

WAIVER IS RECOMMENDED ☐
DENIED ☐

←Must be initialed by General Services Manager **prior** to Executive Director approval.

Executive Director

Date

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION OpportunitySpace Inc., d.b.a "Tolemi"

ADDRESS 295 Devonshire St. 4FL Boston, MA 02110

BUSINESS LICENSE #

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)**	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators									1		1	
Professionals	12	5	6	4	2		1	1	1			
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other Occupation: Specify*												
Totals	12	5	6	4	2		1	1	2		1	

*Specify other occupation:

**Specify other ethnicity: Native American

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

If Yes, please specify: or ethnic identification:

Do you have a policy of non-discrimination? Yes

Signature Daniel Marconi Date 1/4/24

Print/Type Name of Signer Dan Marconi

Verified by Date

City of Berkeley Contract Administrator

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: Andrew Kieve Title: CEO

Signature: Andrew R Kieve Date: 12/6/23

Business Entity: OpportunitySpace INc. d.b.a "Tolemi"

CITY OF BERKELEY

Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of OpportunitySpace Inc., d.b.a. "Tolemi" (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 Resolutions:

"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, the provinces of Ado, 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: Andrew Kieve Title: CEO

Signature: Andrew R Kieve Date: 12/6/23

Business Entity: OpportunitySpace Inc., d.b.a. "Tolemi"

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: _____

Contract Description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of OpportunitySpace Inc., d.b.a. "Tolemi" (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 6 day of DEC, 2023, at Duxbury, MA, California.

Printed Name: Dani elMar coni Title: CEO

Signed: Daniel Marconi Date: 12/6/23

Business Entity: OpportunitySpace Inc., d.b.a. "Tolemi"

CITY OF BERKELEY

Living Wage Certification for Providers of Personal 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 change (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** X

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. ☒

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 or 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 or 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: Andrew Kieve Title: CEO

Signature: Andrew R Kieve Date: 12/6/2023

Business Entity: OpportunitySpace Inc., d.b.a "Tolemi"

Contract Description/Specification No: Rental Registration SaaS

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.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: OpportunitySpace Inc., d.b.a "Tolemi"			Vendor No.:
Address: 295 Devonshire St. 4FL	City: Boston	State: MA	ZIP: 02332
Contact Person: Dan Marconi		Telephone: 781-208-8444	
E-mail Address: dan@tolemi.cvom		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).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* ☐ Yes ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 6 day of December, in the year 2023, at Duxbury (City), MA (State)

Daniel Marconi
Name (please print)

Daniel Marconi
Signature

VP of Sales
Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: _____

Staff Name(*Sign and Print*): _____ Date: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2025

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 Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (844) 387-3240 **FAX (A/C, No):** 312-690-4123 **E-MAIL ADDRESS:**
INSURED Opportunity Space, Inc 295 Devonshire St Fl 4, Boston, MA, 02110	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Sentinel Insurance Company, Limited — 11000 **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** Arch Specialty Insurance Company — 21199 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		Yes	08SBAIM5836	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ☑ NON-OWNED AUTOS		Yes	08SBAIM5836	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	✓ **UMBRELLA LIAB** ☑ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000		Yes	08SBAIM5836	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Yes	08WECCR5267	10/1/2024	10/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability (Errors and Omissions)			C-4MBU-241313-CYBER-2024	7/28/2024	7/28/2025	Occurrence/Aggregate	$5,000,000 / $5,000,000

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

Waiver of subrogation in favor of Berkeley Rent Board with regard to the General Liability & Workers' Compenstion coverages.

CERTIFICATE HOLDER

Berkeley Rent Board
2000 Center St, Ste 400
Berkeley, CA 94704

CANCELLATION

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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Policy Number: 08SBAIM5836

BUSINESS LIABILITY COVERAGE FORM

Form SS 00 08 04 05

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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;

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(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

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:

(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.

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.

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:



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 08 WEC CR5267 **Endorsement Number:**
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: OPPORTUNITY SPACE, INC
295 DEVONSHIRE ST FL 4
BOSTON MA 02110

Item 3.D. of the Information Page is completed to include the following endorsements:

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000313	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC000403	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP
WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC200301	APPLICATION OF LIMITS OF LIABILITY ENDORSEMENT - MASS
WC200302A	MASSACHUSETTS - ASSESSMENT CHARGE
WC200303D	MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT
WC200401	MASSACHUSETTS PENDING PREMIUM CHANGE ENDORSEMENT
WC200405	MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT
WC200601A	MASSACHUSETTS CANCELLATION ENDORSEMENT
WC990001K	Signature/Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990300D	WORKERS COMPENSATION BROAD FORM ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 08 WEC CR5267 **Endorsement Number:**
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: OPPORTUNITY SPACE, INC
295 DEVONSHIRE ST FL 4
BOSTON MA 02110

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

RESOLUTION 25-12

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH OPPORTUNITY SPACE INC., DBA TOLEMI, THROUGH JUNE 30, 2027, IN AN AMOUNT NOT TO EXCEED $125,000

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

WHEREAS, since Fiscal Year 2024, the Board has assisted the City of Berkeley with the implementation and administration of its Empty Homes Tax Ordinance, which Berkeley voters enacted in the November 2022 election, and

WHEREAS, the Board's role is to identify vacant units that are subject to the Empty Homes Tax and, review claims of exemption and vacancy exclusion; and

WHEREAS, the Board's rent registry has historically contained over 1,200 units claimed exempt due to being vacant and not available for rent; and

WHEREAS, while the rent registry is a great source of vacancy data, there is a need for alternative methods to identify vacant residential units subject to the Empty Homes Tax and there are data points from the Rental Housing Safety Program, the business licenses, refuse collection permit data, and internet protocol address activity that can provide additional information about the use of Berkeley's residential properties; and

WHEREAS, the Tolemi BuildingBlocks software is designed to synthesize data from different systems and formats and can locate and compare data from various databases and

WHEREAS, the Board's Executive Director entered into an initial contract with Opportunity Space Inc., dba Tolemi, in March of 2025, in order to begin the process of integrating relevant data into the BuildingBlocks tool for the purposes of identifying vacant units for the Empty Homes Tax; and

NOW, THEREFORE, BE IT RESOLVED by the City of Berkeley Rent Stabilization Board that the Executive Director is hereby authorized to enter a new contract with Opportunity Space Inc., dba Tolemi, for the deployment of their BuildingBlocks software solution for the purpose of identifying additional vacant residential units subject to the Empty Homes Tax for a total amount not to exceed $125,000 through the end of Fiscal Year 2027.

Dated: April 17, 2025

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

YES:
NO:
ABSTAIN:
ABSENT:

_____
Soli Alpert, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Rent Stabilization Board

FROM: Honorable Members of the Budget and Personnel Committee and Executive Director, DéSeana Williams

SUBJECT: Recommendation to Adopt Executive Compensation Policy

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Recommendation

Staff recommends adopting the proposed Executive Compensation Policy, which establishes a fair, transparent, and consistent framework for the review and approval of executive compensation for executive-level contracted positions within the Berkeley Rent Stabilization Board. The proposed policy provides governance guidance regarding compensation benchmarking, salary review practices, contract adjustments, and Board oversight responsibilities.

Background

The Berkeley Rent Stabilization Board employs executive-level leadership positions pursuant to Board-approved employment agreements. These positions currently include the Executive Director and General Counsel and may include future executive-level contracted positions approved by the Board.

Historically, executive compensation determinations have been addressed through individual employment agreements and Board action on a case-by-case basis. While the Board has maintained authority over executive compensation matters, the agency has not previously adopted a formal policy establishing broader governance guidance regarding executive compensation review practices.

The proposed Executive Compensation Policy is intended to establish a more consistent and transparent framework for future executive compensation discussions while preserving the Board's full authority over executive employment agreements.

The Rent Board operates as a complex public regulatory agency responsible for administering one of California's most comprehensive rent stabilization programs. The agency oversees significant public-facing operations, legal and regulatory compliance functions, housing counseling services, finance and registration operations, hearings and petition processes, and a multi-million-dollar operating budget.

The proposed policy recognizes the importance of maintaining competitive executive compensation practices to support the recruitment and retention of highly qualified leadership capable of managing the agency's operational, legal, financial, and public service responsibilities.

Need for Committee Action

A formal executive compensation policy, instead of relying solely on historical practice, serves several practical purposes:

1. Promotes consistency in decision-making: A policy establishes a structured framework that can be applied consistently across Board terms and contract negotiations.
2. Supports transparency and governance: A formal policy provides clear guidance regarding how executive compensation considerations are evaluated and reviewed.
3. Supports recruitment and retention: Competitive and market-informed compensation practices help the agency recruit and retain qualified executive leadership.
4. Clarifies Board authority and process: The policy reinforces that executive compensation decisions remain subject to formal Board approval and Brown Act requirements.

Summary of Proposed Policy

The proposed policy includes the following primary components:

- Identification of covered executive-level contracted positions
- Establishment of an executive compensation philosophy
- Guidance regarding comparator and market-based compensation review
- Procedures related to initial salary-setting considerations
- Guidance regarding annual adjustments and contract terms
- Parameters regarding mid-term compensation adjustments
- Periodic compensation review practices
- Clarification of Board authority and governance responsibilities

The proposed policy also clarifies that it is intended as a governance and administrative guidance document and does not create contractual rights or supersede the terms of any duly executed employment agreement unless formally amended through Board action.

Mid-Term Compensation Adjustments

The proposed policy discourages mid-contract compensation renegotiations except under limited and documented circumstances, including significant expansion of executive responsibilities, material organizational restructuring, demonstrated market inequities, or exceptional operational conditions materially impacting executive duties.

Any proposed mid-term compensation adjustment would require review by the Board Chair and/or Budget & Personnel Committee, documentation supporting the basis for the adjustment, and formal approval by the full Board in compliance with applicable Brown Act requirements.

Compensation Benchmarking and Review

The proposed policy provides guidance that executive compensation review may include consideration of:

- Comparable City of Berkeley department director positions
- Comparable rent stabilization, housing, or regulatory agencies
- Comparable Bay Area public agency executive positions
- Public sector salary survey data
- Independent compensation or classification studies, if commissioned

The policy also recognizes that organizational complexity, staffing responsibility, operational demands, legal and regulatory complexity, and recruitment and retention conditions may be considered when evaluating executive compensation.

Board Authority and Governance

The proposed policy reinforces that only the Board acting as a body may approve executive compensation or amendments to executive employment agreements. Individual Board members, Board officers, or committee members may not unilaterally promise, authorize, or modify executive compensation.

The policy further confirms that executive compensation deliberations remain subject to applicable Brown Act requirements, including closed-session and public reporting requirements.

Financial Impact

Adoption of the policy does not, by itself, authorize any compensation adjustments or create a direct fiscal impact. Any future compensation adjustments associated with executive employment agreements would remain subject to Board approval and consideration during the annual budget process or through separate Board action.

Contact Person

DéSeana Williams, Executive Director, Dewilliams@berkeleyca.gov

Attachments

1. Executive Compensation Policy

Berkeley Rent Stabilization Board
Executive Compensation Policy

The purpose of this Executive Compensation Policy is to establish a fair, transparent, consistent, and objective framework for the setting and review of executive compensation for executive-level contracted positions within the Berkeley Rent Stabilization Board ("Board"). This policy is intended to support recruitment and retention of highly qualified executive leadership while promoting sound governance and continuity in Board decision-making.

1. Covered Positions

This policy applies only to executive-level positions employed pursuant to individual employment agreements approved by the Board, including:

- Executive Director
- General Counsel
- Any future executive-level contracted positions approved by the Board

2. Compensation Philosophy

The Board seeks to provide executive compensation that is competitive with comparable public-sector executive positions to recruit, retain, and motivate highly qualified leadership capable of managing a complex regulatory agency serving the public interest.

In establishing executive compensation, the Board may consider:

- Agency size and complexity
- Operating budget responsibility
- Staffing responsibility and supervisory scope
- Legal and regulatory complexity
- Public-facing operational demands
- Required expertise, licensure, and experience
- Recruitment and retention considerations
- Regional labor market conditions

3. Compensation Benchmarking and Analysis

Prior to establishing compensation for a newly hired executive position, the Board or its designated committee should review objective comparators and market information. Such a review may include:

- Comparable City of Berkeley department director positions
- Comparable rent stabilization, housing, or regulatory agencies
- Comparable Bay Area public agency executive positions
- Public sector salary survey data
- Independent compensation or classification studies, if commissioned

The Board may also consider organizational complexity, independent authority, operational responsibilities, and agency-specific leadership demands when evaluating executive compensation.

4. Initial Salary Setting Process

Before approving compensation for a newly hired executive, the Board or Budget & Personnel Committee should:

- Review comparator and market data
- Consider internal equity and organizational structure
- Evaluate recruitment and retention conditions
- Document the rationale supporting the compensation determination
- Approve compensation in compliance with applicable Brown Act meeting laws

5. Annual Adjustments and Contract Terms

Executive employment agreements may include provisions related to annual compensation adjustments, cost-of-living adjustments (COLA), comparator-based formulas, or other objective compensation mechanisms approved by the Board.

Any compensation formula or methodology shall be clearly documented in the applicable executive employment agreement approved by the Board.

6. Mid-Term Compensation Adjustments

Mid-contract compensation renegotiations are discouraged and should occur only under limited and documented circumstances.

Examples of circumstances that may justify consideration of a mid-term compensation adjustment include:

- Significant expansion of executive responsibilities
- Material organizational restructuring
- Demonstrated market inequity or retention concerns
- Exceptional operational circumstances materially impacting executive duties

Any proposed mid-term compensation adjustment should include:

- Review by the Board Chair and/or Budget & Personnel Committee
- Documentation supporting the basis for the adjustment
- Approval by the full Board in compliance with applicable Brown Act meeting laws

7. Compensation Review

Executive compensation may be periodically reviewed for purposes of assessing market competitiveness, recruitment and retention considerations, organizational complexity, and internal equity.

Such reviews shall not, by themselves, authorize unilateral reductions in compensation during an active employment contract term unless otherwise expressly provided in the employment agreement.

At the time of contract renewal, the Board may consider updated market data and organizational factors in negotiating compensation terms for a subsequent agreement.

Periodic market reviews may occur at the discretion of the Board or its designated committee, but are generally recommended no more frequently than every three to five years.

8. Board Authority and Governance

Only the Board acting as a body may approve executive compensation or amendments to executive employment agreements. Individual Board members, Board officers, or

committee members may not unilaterally promise, authorize, or modify executive compensation.

The Board shall conduct executive compensation deliberations in accordance with applicable laws governing the Brown Act, closed sessions, and public reporting requirements.

9. Existing Employment Agreements

Nothing in this policy shall alter, impair, or supersede the terms of any duly executed employment agreement approved by the Board unless expressly amended by mutual agreement and formal Board action.

10. Non-Binding Nature of Policy

This policy is intended to provide governance guidance and administrative consistency. It does not create contractual rights, guarantee compensation adjustments, or limit the Board's lawful authority regarding executive employment agreements.

RESOLUTION 26-40

ADOPTING AN EXECUTIVE COMPENSATION POLICY FOR BOARD-APPOINTED EXECUTIVE-LEVEL CONTRACTED POSITIONS

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

WHEREAS, the Board is responsible for the appointment and oversight of executive-level contracted positions, including the Executive Director and General Counsel, pursuant to Board-approved employment agreements; and

WHEREAS, executive leadership is responsible for managing the agency's regulatory, legal, financial, operational, and public service functions, and the Board seeks to support the recruitment and retention of qualified leadership; and

WHEREAS, executive compensation has historically been considered through individual employment agreements and Board action, and the Board desires a consistent governance framework to inform future compensation decisions; and

WHEREAS, the proposed Executive Compensation Policy establishes guidance concerning compensation philosophy, market benchmarking, initial salary setting, annual adjustments, mid-term adjustments, periodic review, and Board oversight; and

WHEREAS, the proposed policy recognizes relevant factors such as comparable public-sector positions, agency complexity, budget and staffing responsibilities, regulatory demands, and recruitment and retention conditions; and

WHEREAS, the proposed policy preserves the authority of the full Board to approve executive compensation and employment agreement amendments, subject to applicable law; and

WHEREAS, adoption of the proposed policy itself does not approve any salary adjustment, modify an existing employment agreement, or create a direct fiscal impact; and

NOW, THEREFORE, BE IT RESOLVED that the Rent Stabilization Board hereby adopts the Executive Compensation Policy, attached to the accompanying recommendation memorandum, as the Board's governance framework for the consideration and review of compensation for the Executive Director, General Counsel, and any future Board-approved executive-level contracted positions; and

BE IT FURTHER RESOLVED that the Board or its designated committee may consider objective market information, comparable public-sector positions, internal equity, agency responsibilities, and recruitment and retention conditions when evaluating executive compensation, consistent with the adopted policy; and

BE IT FURTHER RESOLVED that mid-term compensation adjustments are discouraged except under limited, documented circumstances as described in the policy, and any such adjustment remains subject to formal approval by the full Board; and

BE IT FURTHER RESOLVED that only the Board acting as a body may approve executive compensation or amendments to executive employment agreements, and no individual Commissioner, Board officer, or committee may independently authorize or promise such changes; and

BE IT FURTHER RESOLVED that all compensation-related deliberations and actions shall comply with applicable open meeting, closed-session, and public reporting requirements; and

BE IT FURTHER RESOLVED that this Resolution and the adopted policy do not amend, impair, or supersede any existing Board-approved employment agreement, create contractual rights, guarantee future compensation adjustments, or limit the Board's lawful authority; and

BE IT FURTHER RESOLVED that adoption of this policy does not authorize an immediate compensation change or expenditure; any future compensation adjustment shall be considered and approved separately by the Board, with its fiscal implications addressed as appropriate; and

BE IT FURTHER RESOLVED that the Executive Director is directed to maintain the adopted policy among the Board's governance records and make it available for reference in future executive compensation matters.

Dated: November 19, 2026

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

YES:
NO:
ABSTAIN:
ABSENT:

_____

Soli Alpert, Chairperson
Rent Stabilization Board

Attest: _____

DeSeana Williams, Executive Director

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the LIRA Committee
Matt Brown, General Counsel

SUBJECT: Recommendation to adopt substantive amendments to Regulation 801 [Proper Filing of the Rent Registration Statement] regarding confirmation of information and to adopt proposed Regulation 806 [Paperless Billing and Electronic Submission of Registration Statements].

Recommendation

That the full Board adopt substantive amendments to Regulation 801 [Proper Filing of the Rent Registration Statement] to clarify the obligation of a landlord to affirmatively confirm that the Board's information regarding rental units owned or managed by the landlord is correct and to adopt proposed Regulation 806 [Paperless Billing and Electronic Submission of Registration Statements].

Background

The Board has been undertaking an initiative to modernize its operations, including the collection, updating, and publishing of property and tenancy information necessary to administer the Ordinance. Correct registration of a rental unit is vital to the Board's operation. Section 8 of the Ordinance requires landlords to register units they own or manage by: registering new or newly covered units, reporting new tenancy rents and housing services, and reporting changes in ownership or management. However, while the Ordinance makes clear that landlords are not in compliance with the registration requirements until all required registration information is provided to the Board, the Ordinance only imposes monetary penalties for failure to timely pay registration fees.

The Board receives registration information from many sources, including but not limited to: registration statements completed by landlords through the online registry; paper registration forms submitted by landlords and entered into the online registry by staff; publicly available information, such as County Assessor records in the event of a property sale which a landlord does not report to the Board; and tenant submission of

leases in the event that a landlord fails to report a new tenancy. As a result, many rental unit profiles in the online registry contain information which has never been affirmatively verified by the current owner of the property. Unless the Board independently becomes aware that the information in the portal is incorrect, the Board considers the landlord in compliance with registration requirements as long as the landlord timely pays the registration fees.

Measure X, substantive amendments to the Ordinance on the November 3, 2026 General Election Ballot, creates Berkeley Municipal Code section 13.76.080.N, which allows the Board to require electronic billing and payment. At its October 5 meeting, the Committee reviewed and approved proposed Regulation 806, which permits the Executive Director to set a policy that mandates the Board will send only an electronic bill to landlords who own or manage 5 or more properties. The Executive Director indicated that the agency did not intend to exercise the ability to require only electronic payment at this time. The Executive Director's intent in commencing paperless billing to a subset of owners is to facilitate the transition of registration actions to the online rent registry to the extent feasible.

The amendments to Regulation 801 compliment the purpose of proposed Regulation 806. The amendments clarify that, under the Board's authority to create registration forms in Berkeley Municipal Code sections 13.76.080.B and F, registration forms may include electronic forms or submission of required registration information. The amendments further clarify that the Executive Director may require a landlord to affirmatively confirm the information the Board has on record for a rental unit that the landlord owns or management. This confirmation is consistent with the requirements of Berkeley Municipal Code section 13.76.080.C, which requires landlords to declare under penalty of perjury that registration information is correct, especially to the extent that the Board's database may contain incorrect tenancy or property information connected to a specific rental unit. This change will help ensure that the Board's data is updated, so the public is able to rely on its accuracy.

The LIRA Committee reviewed and approved proposed Regulation 806 at its October 5, 2026 meeting; the Committee reviewed and approved the amendments to Regulation 801 at its November 9, 2026 meeting. The proposed amendments to Regulation 801, with additions in red text, and the proposed new Regulation 806 are attached.

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Contact Person

Matt Brown, General Counsel: 510-981-4930

Attachments:

1. Regulation 801 [Proper Filing of the Rent Registration Statement]
2. Regulation 806 [Paperless Billing and Electronic Submission of Registration Statements]

801. Proper Filing of the Rent Registration Statement

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

(1) Filed with the Board completed registration statements, on forms provided by the Board, including all of the information required for the individual units and the information concerning all the covered units in the same property and an affidavit that the landlord has provided the notice required under Berkeley Municipal Code section 13.76.080.D;

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

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

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

reasonable efforts to obtain or reconstruct the information which is unavailable. A copy of the determination shall be mailed to the landlord and to the tenants of the affected property. The Board may establish an appropriate fee for the filing of a request for review of registration status. No rent withholding petition for non-registration shall be acted upon while a request for review is pending.

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

(D) As used in this Regulation, "rent registration statement" shall include the initial registration statement, any required annual registration statement, any vacancy registration form required under Regulation 1013(K) and any supplemental registration statement approved and required by the Board. For units covered by B.M.C.13.76.050.B~~.1 and B.M.C. 13.76.050.C.8~~, "rent registration statement" shall include the "Registration Statement for Partially Covered Units", all required "Tenancy Registration Forms For Partially Covered Units" and any other supplemental or additional registration forms the Board requires. For all rental units, "rent registration statement" shall include electronic or online versions of any form or registration statement required by this regulation. This subsection is intended to clarify the existing requirements concerning filing of initial, annual, vacancy and supplemental registration statements.

(E) When the Board determines that it is reasonably necessary to carry out the purposes of the Ordinance, the Board may require landlords to furnish information missing from any initial or annual registration statement or to complete a supplement registration statement approved by the Board. This may include information which was requested on the 1980-81 registration statement but which was not required by this regulation, or specifically enumerated in the Ordinance at the time the registration statement was filed but which the Board finds it necessary for proper administration of the Ordinance. Any such request for information request for completion of a supplemental registration statement shall be responded to within a reasonable time period to be determined by the Board. If the landlord is unable to supply the information requested, the landlord shall comply with subsection (B). Any request for review pursuant to subsection (B) shall be made within the time specified by the

Executive Director. If the landlord does not respond to the request or request review of his or her registration status within the specified time, the landlord may subsequently be held to be unregistered thereafter notwithstanding the fact that the landlord would have otherwise been deemed to have been properly registered under the law and regulations existing at the time the statement which omitted the requested information was originally filed. Any such determination of non-registration shall be prospective only.

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

(G) *Notice at Commencement of Tenancy (Berkeley Municipal Code section 13.76.080.D)*

(1) The obligation of the landlord to timely provide the Notice at Commencement of Tenancy shall be subject to the provisions of subsection (~~H~~I) of this regulation.

(2) In the property which is subject to the requirement to post the Notice at Commencement of Tenancy which contains both Fully Covered and Partially Covered units, a landlord may comply with the requirement to post by posting copies of the Notice at Commencement of Tenancy applicable to both Fully Covered and Partially Covered units.

(H) To ensure the Board's online rent registry contains accurate and current information regarding rental units subject to the Ordinance, the Executive Director may require that any landlord confirm the accuracy of all information otherwise required by a rent registration statement contained in the online rent registry for all rental units owned or managed by the landlord. The Executive Director may further require that a landlord complete any such confirmation by accessing the online rent registry and electronically submitting a statement under penalty of perjury that the information contained in the online rent registry for rental units owned or managed by the landlord. Failure to confirm information on the Board's rent registry shall be deemed a failure to comply with subsection (I) herein if the information in the Board's online rent registry is incorrect or no longer current.

801. Proper Filing of the Rent Registration Statement - Page 4

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

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

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

[Regulation 801 revised in its entirety effective April 13, 1983; Subsection 801(G) adopted March 3, 1986; amended November 21, 1986; Subsections 801 (A), (B), (E) and (F) amended effective June 6, 1997; Subsection (D) amended December 27, 1998; Subsection (D) amended January 20, 2022 to make clear that landlords must file certain registration statements for partially covered units; Subsections (A)(1) and (D) amended and Subsection G renamed H to add in new Subsection (G)(1)(2) on January 16, 2025 incorporating Rent Ordinance amendments from Measure BB effective December 20, 2024]

806. Paperless Billing and Electronic Submission of Registration Statements

(A) Background. Berkeley Municipal Code sections 13.76.060.F and 13.76.080.N provide the Board the underlying authority to: require the registration of all rental units and to charge and collect registration fees and penalties; to create forms for the registration of rental units; and to require the billing of registration fees to be operated through the Board's online rent registry platform.

(B) Policy. The following policy shall only apply to Landlords who own, manage, or operate five or more rental units in the City of Berkeley or are otherwise responsible for payment of Rent Board registration fees and penalties for such rental units.

Pursuant to Berkeley Municipal Code section 13.76.060.N, the Board directs the Executive Director to adopt a written policy that requires invoicing of registration fees with web-based or electronically delivered bills in lieu of paper bills and allows for web-based or electronic registration of rental units in lieu of paper forms. Any such policy may include a requirement that landlords subject to web-based or electronic registration and/or billing provide an active email address and maintain an active rent registry platform account as part of registration compliance. The Executive Director shall set forth all terms and conditions associated with the administration of the Paperless Billing Policy. This policy shall not require Board review or approval prior to its enactment.

Any policy issued under this Regulation must be finalized and publicized on the Rent Board's website no later than three months prior to the annual registration deadline. Any additions or amendments to a policy created under this Regulation shall not take effect until the next annual registration deadline.

BERKELEY RENT BOARD

Memorandum

DATE: November 19, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the LIRA Committee

By: Matt Brown, General Counsel

SUBJECT: Non-substantive amendments to various regulations to reflect the renumbering of sections of the Ordinance and to remove other obsolete references based on Measure MM, Measure BB, and Measure X

Recommendation

That the full Board adopt non-substantive amendments to various regulations in reflect the renumbering of sections of the Ordinance based on Measure MM, Measure BB, and Measure X. The LIRA Committee reviewed and approved these amendments at its November 9 meeting.

Background

Measure BB and Measure X both added new sections to the Ordinance and deleted existing sections. As a result, some citations to the Ordinance contained in the Board's regulations have become obsolete. Additionally, other references in the regulations, such as to the July 1 registration deadline and to obsolete exemptions, require non-substantive updates. Staff has reviewed and recommends updates to the following Regulations to reflect updated citations and to remove obsolete references: 503, 506, 508, 520, 523, 808, 880, 881, 883, 1005, 1006, 1300, 1301, 1311, 1380, 1381, 1382, and 1383. Additions are in red text, deletions are in strikethrough.

Contact Person

Matt Brown, General Counsel: 510-981-4930

Attachment

1. Updated Regulations 503, 506, 508, 520, 523, 808, 880, 881, 883, 1005, 1006, 1300, 1301, 1311, 1380, 1381, 1382, and 1383

503. Definition of Principal Residence

(A) Background and Purpose. Like many of the exemptions listed in Berkeley Municipal Code Section 13.76.050, the exemptions identified in Berkeley Municipal Code Sections 1~~3.76.050F~~ 13.76.050.C.4, 13.76.050.C.6, and 1~~3.76.050G~~. 13.76.050.C.9 ~~(Sections 5(f) and 5(g) of the Ordinance)~~ are transitory. A landlord may not claim an exemption pursuant to ~~Sections 5(f) or 5(g)~~ these sections of the Ordinance unless the landlord occupies a unit on the property as his/her principal residence at the time the landlord asserts or claims the exemption.

(B) "Person" limited to "natural person." Only a natural person may claim principal residence in a unit when claiming an exemption under ~~Sections 5(f) or 5(g) of the Ordinance~~ Berkeley Municipal Code Sections 13.76.050.C.4, 13.76.050.C.6, and 13.76.050.C9. For purposes of this Regulation, "person" shall mean only a "natural person." A successor in interest is not entitled to the exemptions in ~~either Sections 5(f) or 5(g) of the Ordinance~~ Berkeley Municipal Code Sections 13.76.050.C.4, 13.76.050.C.6, and 13.76.050.C9 merely because a previous landlord claimed entitlement to one of these exemptions. A bank, corporation, or other business entity may never claim a unit as exempt under ~~Sections 5(f) or 5(g) of the Ordinance~~ Berkeley Municipal Code Sections 13.76.050.C.4, 13.76.050.C.6, and 13.76.050.C9 as such entities are not natural persons. A natural person who has granted the subject property into a revocable living trust may claim principal residence only as follows:

(1) The person claiming principal residence is both the grantor and the trustee of the revocable living trust, or

(2) The grantor has named another natural person as trustee but has retained oversight over the amount of rent charged at the property and any decision to evict any tenant from the property.

(3) A natural person who is the sole surviving beneficiary of a revocable living trust for which all grantor(s)/trustee(s) are deceased may claim principal residence.

(4) All applicable criteria set forth in Subsections C and D shall apply equally to natural persons claiming principal residence pursuant to a revocable living trust as if they were owners of record. The Board may require appropriate documentation, including but not limited to an affidavit signed under penalty of perjury and/or a Certification of Trust for the purpose of establishing exemption.

(C) Principal residence, as used in ~~Sections 5(f) and 5(g)~~ Berkeley Municipal

Code Sections 13.76.050.C.4, 13.76.050.C.6, and 13.76.050.C9 of the Ordinance, is that dwelling place where the person actually resides a majority of the time. For the purpose of this Ordinance, a person may have only one principal residence.

(D) In the determination as to the principal residence status of the dwelling place, the following factors shall be considered:

(1) whether the person carries on basic living activities at the dwelling place;

(2) whether the person maintains another dwelling and, if so, the amount of time that the person spends at each dwelling place;

(3) whether the person has filed for and obtained a homeowner's exemption for the dwelling place;

(4) whether the person is a registered voter at the dwelling place;

(5) other relevant factors.

[Effective Date: 11/26/80; renumbered 04/09/99; added new Sections A and B, and enumerated sub-section identifiers of new Section D (previously A through D) 06/17/13; amended Section B to make clear that properties held in certain types of revocable living trusts will qualify for exemption when applicable criteria is met; sunset provision identified in Section E – 9/19/19; 10/21/21: Eliminated Section E.]

506. Changes in Status of Transient Unit

If a unit becomes subject to the provisions of the Ordinance by virtue of Regulation 505, it shall be registered within 60 days as set forth in Section 8(~~I~~J) of the Ordinance. If thereafter the unit becomes vacant and is rented to a transient, it shall be exempt for the period of time of such transient occupancy.

During such period of exemption, the provisions of the Ordinance relating to limitations on rents and eviction controls shall not apply. When the unit is again occupied by a nontransient, the rent must revert to the level which would have been lawful under the Ordinance had the unit continuously been occupied by a nontransient. A unit which is subject to the Ordinance need only be registered once each year regardless of the number of times its status changes.

[Effective Date: 10/27/82; renumbered 04/09/99.]

508. Exemption for Certain Single Family Residences

(A) Effective July 1, 1999, the following single-family residences shall be exempt from the terms of ~~Berkeley Municipal Code Section 13.76.080 [Rent Registration];~~ Section 13.76.100 [Establishment of Base Rent Ceiling and Posting]; Section 13.76.110 [Annual General Adjustment of Rent Ceilings] and Section 13.76.120 [Individual Adjustment of Rent Ceilings - except as it relates to the recovery of security deposits]:

(1) A single-family residence that first became subject to the Rent Ordinance on or after January 1, 1996.

(2) As of January 1, 1999, a single family residence for which a new tenancy began on or after January 1, 1996 except where:

(a) The preceding tenancy was terminated by the landlord by notice pursuant to Section 1946 of the Civil Code or was terminated upon the change in terms of tenancy noticed pursuant to Section 827 of the Civil Code;

(b) The landlord has otherwise agreed by contract with the City of Berkeley or any other public entity to limit or otherwise restrict rent levels in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of title 7 of the Government Code; or

(c) The dwelling unit contains serious health, safety, fire or building code violations, excluding those caused by disasters, for which a citation has been issued by the appropriate governmental agency, and which citation has remained unabated for six months or longer preceding the vacancy.

(B) For purposes of this Regulation, a single family residence is defined as a unit that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision as specified in subdivision (b), (d) or (f) section 11004.5 of the Business and Professions Code but does not include a condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value as provided in Civil Code section 1954.52(a)(3)(B)(ii).

(C) Except as provided in this regulation, single-family residences remain subject to the terms of the Rent Ordinance, including Berkeley Municipal Code Section 13.76.070 [Security Deposits]; Berkeley Municipal Code Section 13.76.080 [Rent Registration]; and Section 13.76.130 [Good Cause Required for Eviction].

[Effective Date: 4/23/99; revised Section (B) added lines after.. Professions Code..

2/4/02]

520. Exemption for Fraternities and Sororities

(A) Background and Purpose. The Rent Board has long exempted rental units in properties owned by fraternities and sororities (or companies that manage units occupied by active members of these organizations). Tenants who live in these units that are not active members of fraternities and sororities, however, are not exempt from any section of the Rent Ordinance. The Board recognizes that many of these rental units are occupied seasonally (typically during the summer months) by non-members and has charged the landlord a partial Registration Fee required by B.M.C. 13.76.080. This regulation clarifies this exemption and identifies the tenants that are covered by the Rent Ordinance.

(B) Exemption under B.M.C. ~~13.76.050M~~ 13.76.050.C.5. Rental units – as defined by Regulations 403 and 403.5 – occupied as a primary residence by a member of a fraternity or sorority in which the fraternity or sorority owns the rental unit (or a unit owned by an entity whose sole purpose is the maintenance and operation of the fraternity or sorority's rental units) are exempt from Berkeley Municipal Code Chapter 13.76.

(C) Rental units not subject to exemption under B.M.C. ~~13.76.050M~~13.76.050.C.5 . Rental units located within a property as defined by subparagraph (B) that are occupied by a tenant who is not an active member of a fraternity or sorority are subject to all sections of Berkeley Municipal Code Chapter 13.76 including Section 13.76.080, Rent Registration.

Tenants who occupy rental units for only part of the year in properties primarily occupied by fraternities and sororities shall be considered "authorized seasonal rentals" as further defined in Regulation 808. Tenants who occupy authorized seasonal rentals shall have the same rights and responsibilities as a tenant who occupies any another rent-controlled unit not subject to an exemption identified in B.M.C. 13.76.050. The Board shall charge a reduced registration fee, however, for these authorized seasonal rentals as defined by Regulation 808.

[Adopted April 24, 2017.]

523. When Exemption Must Be Claimed or Verified

(A) Where the claimed exemption is based upon the grounds set forth in ~~subsections C., E., F. and G. of Section 5 of the Rent Ordinance [B.M.C. §§13.76.050]~~ Berkeley Municipal Code sections 13.76.050.C.2, 13.76.050.C.3, 13.76.050.C.4, and 13.76.050.C.9, the exemption need not be claimed or verified each year. However, if the facts that gave rise to the exemption cease to exist, the landlord shall register the unit in accordance with ~~Section 8.i. of the Ordinance~~ Berkeley Municipal Code section 13.76.080.J within 60 days after the unit becomes subject to the Ordinance.

(B) Where the claimed exemption is based upo~~n subsections B. or D. of Section 5 of the Rent Ordinance [B.M.C. §§13.76.050]~~ Berkeley Municipal Code section 13.76.050.C.1, the exemption must be claimed and verified on an annual basis.

~~(C) Where the claimed exemption is based upon subsection I of Section 5 of the Rent Ordinance [B.M.C. §§13.76.050]., the exempt status of the unit need only be claimed and verified once.~~

~~(D) Where the claimed exemption is based upon Regulation 508, the Board will determine the exemption before July 1 of each year, by referring to the Vacancy Registrations filed with the Board, and will notify the landlord and the tenant. Either party can object to the determination by following the procedure set forth in Regulations 521 or 522.~~

(~~E~~C) Nothing in this Chapter shall prevent the Executive Director or his or her designee from investigating and reviewing the status of any unit claimed to be exempt or previously found to be exempt if there is reason to believe that the claimed exemption is not supported by the facts or has been obtained as a result of falsely supplied information.

[Effective Date: 05/23/84; amended & renumbered 04/09/99.]

808. Registration Fee for Authorized Seasonal Rentals in Fraternities and Sororities

(A) Definition. As defined by Regulation 520, an "authorized seasonal rental" is a rental unit occupied by a tenant who is not an active member of a fraternity or sorority in a property owned and operated by the fraternity or sorority (or a unit owned by an entity whose sole purpose is the maintenance and operation of the fraternity or sorority's rental units) for only part of the year. The vast majority of authorized seasonal rentals occur during the summer months when the University of California Berkeley has its summer session. As defined in this regulation, "authorized seasonal rentals" shall have no relation to "short-term seasonal rentals" as defined in Regulation 1014.

(B) Reduced Registration Fee for Authorized Seasonal Rentals. The Board charges landlords an annual registration fee pursuant to B.M.C. ~~13.76.080D~~ 13.76.080.G. set in accordance with B.M.C. 13.76.060.N. Rental units operated as authorized seasonal rentals shall be charged a reduced Registration Fee set by the Board when it passes its annual registration fee for all units. The Board shall publicize the fee and identify all properties subject to the reduced fee for authorized seasonal rentals. The fee shall be paid no later than ~~July 1~~ September 30 of each year and shall be subject to all penalties (proportionally reduced based on the total amount of the fee) as defined in B.M.C. 13.76.080, et seq.

[Adopted April 24, 2017.]

880. Registration Fee Due Date

Pursuant to ~~Sections 6(n) and 8(d) of the Rent Stabilization Ordinance~~ Berkeley Municipal Code sections 13.76.060.N and 13.76.080.G, the Board establishes an annual per unit registration fee to cover the Board's reasonable expenses. The fee shall be paid no later than ~~July 1~~ September 30 of each year. The fee is considered paid on the date it is received in the Board office, or the bona-fide post-mark date, whichever is earlier.

[Effective Date: 10/02/80; amended 06/06/97, 05/07/99, 05/08/03 eliminating actual fee amount]

881. Delinquent Registration Fees and Penalties

~~(A)~~If the full fee is not paid by ~~July 1, of any year after 1991~~, September 30, it is delinquent, and a penalty equal to one hundred percent of the fee so delinquent shall become due in addition to the fee. Every six months that the fee remains delinquent, the penalty shall be increased by one hundred percent of the original fee. Landlords whose fee payments are delinquent will be notified by Board staff as soon as possible of this fact and the amount, including the penalty, which they owe. Although partial payments will be accepted, rental units will not be considered to be properly registered until the full fee, including any penalty, has been paid for them.

~~(B) The fee is not delinquent if the required amount has been paid on or before September 2, 1980, even if the registration statement is not properly completed until after that date, as long as the unit for which the fee was paid is identified as the property address at the time of payment, or staff determines there is good cause for lack of that information~~.

[Regulation 881 effective October 2, 1980; amended June 6, 1997]

883. Waiver of Penalties and Interest on Delinquent Registration Fees

A landlord who is assessed a penalty pursuant to Regulation 881 may request that the Board ~~to~~ waive all or part of the penalty by showing good cause for the delinquent payment. In order to implement the provisions of Section 8(~~f~~G) of the Rent Stabilization Ordinance, the Board has determined that the following circumstances constitute good cause for waiver of penalties. When substantial delays in billing or delays in reconciling accounts are attributable to City staff, the penalties otherwise due shall be waived. Additionally, when a landlord discovers that they failed to pay registration fees through their inadvertence and promptly makes full payment of registration fees, penalties may be waived or reduced as set forth in subsections (H)-(L). The Rent Board Executive Director, or his or her designee, is empowered to waive late payment penalties under the following circumstances:

(A) An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.

(B) The landlord was billed for a fewer number of units because of errors in property records maintained by the City where the error was not attributable to information supplied by the landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.

(C) The billing address of the landlord has not been corrected after the owner had notified the Board in writing of a change of address.

(D) A previously registered property was not billed as a result of staff error.

(E) A property account was erroneously closed for reasons not attributable to the landlord, and the account is subsequently reopened and billed.

(F) The determination of whether or not the property was subject to the Ordinance required an analysis by Rent Board legal staff. Penalties shall be waived only while the legal opinion is pending. If the landlord raised the issue requiring legal determination, penalties shall be waived only from the date of the first written contact with the Board in which the issue was raised.

Waiver of penalties shall not be granted if the legal staff determines that the issue raised is already settled and/or has no substantial merit. If the legal issue was raised by Rent Board staff, the waiver period commences on the date on which the legal opinion was requested by the staff.

In all situations in which a legal opinion was requested, the waiver period terminates when the landlord is notified of the legal determination regarding the status of his/her

property. In all cases in which a waiver is granted pursuant to the provisions of this subsection, penalties shall again accrue if the bill is not paid within 30 days after the error has been corrected and the landlord has been notified of the determination of the status of his/her property under the Ordinance.

(G) Other errors in billing or reconciling accounts are directly attributable to Rent Board or City staff.

(H) The late payment of a fee due on ~~July 1st~~ September 30 is made, without deliberate delay, by ~~September 30th~~ December 31 of the same year (within 90 days of the ~~July 1st~~ September 30 due date), and all other balances due are paid within that time. In such case, the Executive Director shall, except as provided in subsection (J) below, waive the penalties based on the landlord's payment history for the property in accordance with the following schedule:

1. For the first late payment within the prior six years, - 100% of penalties waived;
2. For the second late payment within the prior six years, - 90% of penalties waived;
3. For the third late payment within the prior six years - 75% of penalties waived;
4. For the fourth late payment within the prior six years - 55% of penalties waived;
5. For the fifth late payment within the prior six years - 30% of penalties waived;
6. For the sixth late payment within the prior six years - waiver denied.

For the purposes of this subsection (H), "landlord" means the current property owner . However, if the landlord was not a bona fide purchaser for value, this definition includes the immediate predecessor owner.

(I) A new owner with no other residential rental property in Berkeley was unaware of the property registration requirements of the Rent Ordinance and registered the property within 12 months of acquiring title to the property. In such case, the Executive Director shall, except as provided in subsection (M) below, waive the penalties in accordance with the following schedule:

1. The property contains 1 or 2 rental units - 100% of penalties waived;
2. The property contains 3 to 5 rental units - 90% of penalties waived;
3. The property contains 6 to 10 rental units - 75% of penalties waived;
4. The property contains 11 to 20 rental units - 50% of penalties waived;

If a property covered by the above schedule is registered between 12 and 24 months after the new owner acquired title, the percentage of penalties waived shall decrease by

10%. Waiver requests for new owners of property containing more than 20 units or of properties that were not registered within 24 months of acquiring title shall be evaluated pursuant to Regulation 884(B).

(J) The waiver request was filed following the referral to and initiation of legal action by the Rent Board to recover unpaid registration fees. In such case, the Executive Director shall, except as provided in subsection (M) below, waive the penalties in accordance with the following schedule:

1. The waiver request was filed during the period when the property was identified for additional collection efforts by Rent Board staff but prior to the filing of a complaint in small claims or Superior Court- 50% of penalties waived;
2. The waiver request was filed after the filing of a complaint in small claims or Superior Court but before the date of a small claims trial or dispositive motion or hearing- 40% of penalties waived.

(K) Within the past 5 years, as the result of a petition filed by a current tenant at the property or relating to the current tenancy, the Board has reduced the rent ceiling at the property or issued an order to the landlord to register the property. In such case, the Executive Director shall waive the penalties in accordance with the following schedule:

1. The rent ceiling reduction order or order to register is active - waiver denied;
2. The landlord complied with the Board's order within the past year- 40% of penalties waived;
3. The landlord complied with the Board's order greater than one 1 year but less than 3 years before the request - 60% of penalties waived;
4. The landlord complied with the Board's order greater than 3 years but less than 5 years before the request- 80% of penalties waived.

In such cases where there is a dispute regarding compliance with an active rent ceiling reduction order or order to register, the request shall be considered by the Board as a discretionary waiver.

(L) Two or more rental units on the property were not available for rent due to substantial construction or rehabilitation. In such case, the Executive Director shall, upon receipt of proof of such construction or rehabilitation, waive 100% of the penalties for the period in which the units were not available for rent. In order to qualify for this waiver, the construction or rehabilitation must be fully permitted by the appropriate City of Berkeley department.

(M) The payment schedules in subsections (H) through (L) above shall not apply if the Executive Director, or his or her designee, recommends that the Board review the request under Regulation 884(B) because the interests of justice require that a greater or lesser amount be waived.

(N) If two or more of the above categories apply to a waiver request, the Executive Director shall apply the subdivision which allows for the greater penalty waiver. This subdivision shall not apply to a waiver request that arises under section (K)(1), where the property is subject to an active rent ceiling reduction or rent withholding order.

[Regulation 883 amended by the addition of (G) effective 1/12/83; amended by deleting "and interest" and by the addition of (H), effective 6/6/97and as amended 3/20/98; amended August 21, 2000 by adding the last sentence to H; amended 6/24/03 with addition of (I) and other various changes; amended July 20, 2009 change in (H) first sentence added *without deliberate delay,* by *August 30* instead of September 30 and fee is due within *60 days* instead of 90; amended December 13, 2010, by revising (H) to add *and all other balances due are paid within the 60 days* and define landlord for the purposes of this regulation, adding (J) and references to it in (H) and (I), and making various other changes; amended November 21, 2011 by deleting reference to automatic waivers for late payment of fees for a previously non-exempt unit; amended May 18, 2023 by adding "[a]dditionally, when a landlord discovers that they failed to pay registration fees through their inadvertence and promptly makes full payment of registration fees, penalties may be waived or reduced as set forth in subsections (H)-(L)" to the first paragraph, by changing the first sentence in (H) from August 30th to September 30th and from 60 days to 90 days, by deleting (J) and adding the language "The waiver request was filed following the referral to and initiation of legal action by the Rent Board to recover unpaid registration fees. In such case, the Executive Director shall, except as provided in subsection (M) below, waive the penalties in accordance with the following schedule: (1) The waiver request was filed during the period when the property was identified for additional collection efforts by Rent Board staff but prior to the filing of a complaint in small claims or Superior Court- 50% of penalties waived; (2)The waiver request was filed after the filing of a complaint in small claims or Superior Court but before the date of a small claims trial or dispositive motion or hearing- 40% of penalties waived", by adding (K), (L), (M), and (N), and by changing "will" to "shall" throughout the regulation.]

1005. Determination of Permissible Rent Level Where a Prior Certification Has Been Issued

(A) Extent of Review. Where the rental unit has previously been certified, either by means of an Individual Rent Adjustment (IRA) decision, or a Certificate of Permissible Rent Level and an initial rent has not been established following a post-December 31, 1998 vacancy since the previous certification, the review to determine the current permissible rent level shall include the following:

(1) The review shall begin with the most recent certified rent, which shall be controlling and not subject to challenge in an appeal of the Certificate.

(2) The most recent certified rent shall be increased by the amount of subsequent Annual General Adjustments for each year in which the property was in substantial compliance with the registration requirements if the Board has no information establishing that the landlord was otherwise ineligible for the Annual General Adjustments in question. In situations where the property was not in substantial compliance with the registration requirements or where the Board has information establishing that the landlord was otherwise ineligible for any Annual General Adjustment, the adjustment for the year(s) in question shall be disallowed when computing the permissible rent level. For purposes of this regulation, a property shall be considered in substantial compliance with the registration requirements if all registration fees and penalties have been paid and the initial registration statement states the name and address of the landlord and managing agent and the information is timely provided upon request of the Board.

(3) Any Individual Rent Adjustment(s) which has been granted shall be taken into account when computing the permissible rent level. All determinations made in such IRA hearings, or in any rent withholding for nonregistration-hearings, shall be controlling and the results reached in said proceedings shall not be altered or superseded.

(4) If the current tenancy began between January 1, 1996 and December 31, 1998, the permissible rent level shall include any adjustments lawful under Regulation 1013(B) that are reflected on vacancy registration forms filed with the Board.

(B) Notification Concerning Determination.

In addition to the Certificate of Permissible Rent Level, the Board shall provide the landlord and tenant with a notice containing the following information:

(1) Notice of the prior certification and that the prior certification is

binding and cannot be challenged in an appeal of the Certificate;

(2) The specific dollar amount of the permissible rent level for each year from the date of the most recent certified rent to the present;

(3) Notice that the landlord's eligibility for the annual general adjustments subsequent to the most recent Certified rent is subject to appeal by either party, and that the Board has made no attempt to determine the landlord's eligibility for the various annual general adjustments, except insofar as eligibility depends upon registration of the property. The notice shall set forth the various eligibility conditions for the Annual General Adjustments ~~and also state that if such ineligibility continues for an entire calendar year, the landlord permanently loses the annual general adjustment pursuant to Section 13.76.110(H) of the Ordinance~~; and

(4) Notice that unless a timely Appeal of Certificate of Permissible Rent Level is filed, the rent level identified in the Certificate shall become the final permissible rent level (maximum lawful rent ceiling), subject to re-determination only pursuant to Regulation 1009. The time period and procedure for filing such an appeal shall be clearly set forth.

[As Amended March 3, 1986; March 11, 1988; December 27, 1998; and April 7, 2000]

1006. Determination of Permissible Rent Level Where No Prior Certification Has Been Issued or an Initial Rent Has Been Established Since the Last Certification

(A) Extent of Review. Where the rental unit has not previously been certified or, on or after January 1, 1999, an initial rent has been established since the last certification, the Executive Director, or his or her designee, shall review the rent registration forms, other information contained in the property files, the Hearings Unit files and any other information available to the Board for the purposes of determining the permissible rent level (maximum lawful rent ceiling) for the rental unit. The review shall include the following:

(1) The rent in effect on December 30, 1979 shall be determined from the registration forms and other information available to the Board.

(2) The December 30, 1979 rent shall be compared with the rent reported to be in effect on May 31, 1980 to insure that the May 31, 1980 rent does not exceed that charged on December 30, 1979 by more than the maximum 5% increase permitted under Ordinance No. 5212-N.S. If the May 31, 1980 exceeds the 5% increase permitted under Ordinance No. 5212-N.S., the apparent base rent for purposes of this regulation shall be deemed to be the December 30, 1979 rent plus 5%. For all other units, except units for which an initial rent was established after January 1, 1999, the apparent base rent ceiling for purposes of this regulation shall be deemed to be the May 31, 1980 rent. For units that had an initial rent established on or after January 1, 1999, the base rent ceiling shall be the initial rent as reported on the most recent vacancy registration form filed with the Board.

(3) In circumstances where the initial registration statement or vacancy registration form is not substantially completed, the landlord shall be notified that the property is not properly registered and that the Board is unable to determine the permissible rent level without the missing information. ~~An initial registration statement shall be considered substantially completed when it contains all the information required by Section 13.76.080 with the exception of subsections (3), (9), (10) and (11).~~ The landlord shall be required to furnish the missing information, including evidence of the rent which was actually charged on the date(s) specified. Said evidence shall consist of a lease or rental agreement in effect on the date in question, a copy of a rent receipt, books of account or other documents clearly establishing the rent in effect on the date in question. If the landlord is unable to furnish satisfactory evidence, the landlord shall complete a declaration form substantially equivalent to that which is required under Regulation 801(B), which sets forth the rent the landlord reasonably believes to have been in effect on the date(s) in question and includes the basis for the landlord's belief that the rent in effect was the amount claimed by the landlord. A landlord who supplies the requested information, and who otherwise was in substantial compliance with the registration requirements, shall not be held to be unregistered for

purposes of this regulation in determining eligibility for the various annual general adjustments.

(4) The base rent ceiling as determined above shall be increased by the amount of subsequent Annual General Adjustments for each year in which the property was in substantial compliance with the registration requirements if the Board has no information establishing that the landlord was otherwise ineligible for the Annual General Adjustments in question. In situations where the property was not in substantial compliance with the registration requirements or where the Board has information establishing that the landlord was otherwise ineligible for any Annual General Adjustments, the adjustment for the year(s) in question shall be disallowed when computing permissible rent level. For purposes of this regulation, "substantial compliance" shall be determined by Regulation 801(G).

(5) If the property first came under coverage by virtue of the provisions of the Tenant 's Right Amendment Act of 1982 (Measure G) the permissible rent level shall be determined as set forth above, except that the starting point for all calculations shall be the rent in effect on December 31, 1981.

(6) Any Individual Rent Adjustment(s) which has been granted shall be taken into account when computing the permissible rent level. All determinations made in such IRA hearings, or in any rent withholding for non-registration hearings, shall be controlling and the results reached in said proceeding shall not be altered or superseded.

(7) If the current tenancy began between January 1, 1996 and December 31, 1998, the permissible rent level shall include any adjustments lawful under Regulation 1013(B) that are reflected on vacancy registration forms filed with the Board.

(B) Notification Concerning Determination.
In addition to the Certificate of Permissible Rent Level, the Board shall provide the landlord and tenant with a notice containing the following information:

(1) The specific dollar amount of the permissible rent level for each year from 1980 to and including the current permissible rent level;

(2) Notice that the Board has not made any attempt to inquire into whether or not the landlord has substantively complied with the provisions of Measure I and Ordinance No. 5212-N.S. Such notification shall clearly set forth the provisions of Measure I and Ordinance No. 5212-N.S. which affect the lawful base rent ceiling pursuant to Berkeley Municipal Code Section 13.76.100. It shall further specifically set forth the computational steps necessary to determine the lawful base rent ceiling and

rent ceilings. The notice shall further advise that if the landlord or tenant wishes to contest the base rent ceiling or the lawful rent ceilings, a timely appeal must be filed;

(3) The notice shall also state that the Board has made no attempt to determine the landlord's eligibility for the various general adjustments or for establishing an initial rent under Regulation 1013, except insofar as such eligibility depends upon registration of the property. The notice shall set forth the various eligibility conditions for the Annual General Adjustments~~; and also state that if such ineligibility continues for an entire calendar year, the landlord permanently loses the annual general adjustment in question pursuant to Section 13.76.112.(H) of the Ordinance.~~

(4) Notice that unless a timely Appeal of Certificate of Permissibly Rent Level is filed, the rent level identified in the Certificate shall become final permissible rent level (maximum lawful rent ceiling), subject to redetermination only pursuant to Regulation 1009. The time period and procedure for filing such an Appeal shall clearly set forth; and

(5) Notice that if the unit is vacant, or becomes vacant during the appeal period, that the landlord must so notify the Board.

[Effective Date: March 11, 1988; amended December 27, 1998]

1300. Obligation to Offer Vacated Unit to Tenants

(A) When the landlord seeks in good faith to recover possession of a rental unit for his or her own use and occupancy as his or her principal residence, or for the use and occupancy as the principal residence of the landlord's child or parent, pursuant ~~to Ordinance 13.a(9)~~ Berkeley Municipal Code section 13.76.130.A(8) and the person for whose use recovery of the unit is sought already occupies a unit on the same property parcel and said unit will become vacant as a result of the landlord's recovery of possession; the landlord shall accord the tenant(s) who will be displaced by said recovery of possession the right of first refusal to occupy the unit to be vacated by the landlord or the landlord's relative.

(B) Said offer shall be upon substantially the same terms and conditions as the existing rental agreement between the landlord and the tenant(s) and at a rent not in excess of the current lawful rent ceiling for the unit vacated by the landlord or the landlord's relative pursuant to the provisions of the Ordinance and the regulations of the Board.

(C) If the number of persons who may, under applicable state law or local ordinance, lawfully occupy the unit vacated by the landlord or landlord's relative is less than the number of persons currently occupying the unit for which recovery of possession is sought, the landlord may condition the offer of the vacated unit upon the tenant's agreement to reduce the number of occupants to the maximum lawful level. In such circumstances, the determination as to which tenants shall occupy the vacated unit and which shall find other housing shall be made by the tenants themselves. In the event that no agreement can be reached among the tenants, the landlord shall have no obligation to offer the vacated unit to any of the tenants.

[Effective Date: August 24, 1983. Revised 9/6/01 to remove the wording “1301-1309 (Reserved)” from the bottom of the page.]

1301. Determination of the Initial Rent for a Non-Comparable Replacement Unit Required to be Offered to Displaced Tenant Pursuant to Berkeley Municipal Code Section 13.76. 130.A.~~9~~8(e).

(A) Purpose: A landlord seeking to recover possession of a rental unit pursuant to Berkeley Municipal Code section 13.76.130.A.~~9~~8, for use and occupancy by the landlord or the landlord's spouse, child or parent, must offer the tenant occupying that unit ("the occupied unit") any other dwelling unit owned by the landlord in the City of Berkeley that is available for occupancy as a replacement rental unit. The offer must be made when the landlord first becomes aware of the availability of the unit. Unless it has been cited as unsafe for human habitation by a governmental agency, a dwelling unit is available for occupancy as a replacement unit if it is not the subject of a rental agreement at the time the tenant is served with notice terminating the tenant's tenancy or at any time thereafter until the earlier of the tenant's surrender of possession of the premises or entry of a final judgment awarding possession of the premises to the landlord. The initial rent for the replacement unit shall be based on the current rent of the occupied unit with an adjustment based on differences in the replacement unit's condition, size, services, location, and other amenities.

(B) Procedure: Parties may agree on an initial rent for the replacement unit. If they do not agree, either party may file a petition requesting that the Rent Board determine the initial rent for the replacement unit. The petition shall be on a form approved by the Rent Board and shall be accompanied by (1) a completed Unit Comparison form on which the petitioner shall provide all requested information regarding the condition, size, services location and other amenities of both the occupied unit and the replacement unit and (2) any supporting evidence. The petition must be accompanied by proof that it has been served on the opposing party.

Upon receipt of the petition, the Rent Board shall send a blank Unit Comparison form to the opposing party who shall complete the form and file it with the Rent Board, along with any supporting evidence, within 10 days of the date it was mailed, which shall be clearly stated on an accompanying proof of service. A hearing shall be held on the petition in accordance with Regulation 1221 no later than 15 days from the date that the respondent's completed Unit Comparison form was filed with the Rent Board. The parties may present or may be required by the hearing examiner to provide evidence concerning the value differential of the condition, size, services, location, and other amenities of the two units. The proceedings under this regulation shall be conducted according to all provisions of Chapter 12, Subchapter B, not in conflict with a provision of this regulation.

(C) Standards: The initial rent for the replacement unit shall be the same rental rate per square foot as the rental rate of the occupied unit, with appropriate adjustments based

on the fair and reasonable value of the differences, if any, in condition, size, services, location, and other amenities of the two units.

(D) Decision: Within 10 days following the close of the record, the hearing examiner shall issue a written decision containing findings of fact that specify and ascribe a value for each of the differences between the two units and determine the initial rent for the replacement unit. Notice of the hearing examiner's decision shall be mailed to all parties. The notice shall also state that any party aggrieved by the decision may appeal the decision to the full Rent Board by filing an appeal within 10 days of the date the decision was mailed. The last date for filing an appeal shall be clearly stated on the notice. Any appeal shall be given precedence over other pending appeals and shall be heard and decided as expeditiously as possible.

[Effective Date: September 6, 2001; amended subsection (A) on June 20, 2005 to change the term "*rental* unit" to "*dwelling* unit " add the second sentence and add from Unless to agency, to the third sentence.]

1311. Alleging Compliance in Complaint

(A) In any action to recover possession of a rental unit covered by the Ordinance, except an action to recover possession under ~~subsections 13(a)(7) and 13(a)(8)~~Berkeley Municipal Code sections 13.76.130.A.6 and 13.76.130.A.7, a landlord shall allege in the complaint for possession substantial compliance with the implied warranty of habitability and compliance with Section 10 (Rent Ceiling) of the Ordinance for the rental unit which is the subject of the action to recover possession, and a landlord shall allege in the complaint for possession compliance with Section 8 (Rent Registration) of the Ordinance for all rental units in the property which contains the rental unit which is the subject of the action to recover possession.

(B) For purposes of this regulation, a landlord shall not be in compliance with Section 8 (Rent Registration) of the Ordinance until they have filed all registration statements as articulated in Regulation 801 including all Vacancy Registration Forms for fully controlled units and Registration Statements and Tenant Registration Forms for Partially Covered Units for all current tenancies.

(C) A landlord's failure to comply with the requirements of this regulation shall be a defense to any action for possession of a rental unit covered by the Ordinance.

[Effective Date: May 13, 1981; Amended 1-20-22 to clarify that a landlord's failure to file registration statements shall be a defense to any action for possession]

1380. Evictions for Occupancy by Landlord or Relative

(A) The landlord shall specifically identify in writing in the notice of termination and in the complaint for unlawful detainer the name(s) and relationship(s) to the landlord of all individual(s) for whom the landlord seeks to recover possession of the property for occupancy as a principal residence. Failure to comply with this requirement shall constitute a defense to the eviction action and shall render the notice of termination legally invalid.

(B) Inclusion of the name(s) and relationship(s) of the person(s) for whom the landlord seeks to recover possession in the notice of termination and the complaint for possession shall be one element to be considered in the determination of whether or not the good faith requirement of Section 13(a)(~~9~~8) has been met.

(C) If the individual(s), named in the notice of termination, for whom possession was recovered under Section 13(a)(~~9~~8) occupies the rental unit as his/her/their principal place of residence for a period of less than thirty-six (36) consecutive months following the date that the tenant vacated the unit, there shall be a rebuttable presumption that the eviction was not in good faith.

(D) The requirement that the landlord offer any non-comparable unit owned by the landlord to the tenant if a non-comparable unit becomes available before the recovery of possession of the tenant's unit is an essential element of an eviction for occupancy by the landlord or landlord's relative. A landlord's failure to offer an available non-comparable unit or a landlord's deliberately causing an otherwise available unit to be unfit for human habitation shall each constitute a defense to the eviction action. (This subparagraph is a clarification of existing law and does not constitute a change in the law.)

[Original policy adopted November 20, 1980, amended by rule adopted November 26, 1980, amended September 23, 1998 and October 22, 1999.]

[Reference: See also Ordinance Section 15(b) regarding good/bad faith of landlord.] Amended September 8, 2005 [changing Subsection (C) twenty four (24) to thirty six (36) consecutive months and adding Subsection (D)].

1381. Evictions for Occupancy by Landlord, Lessor, or Relative: Definition of Principal Residence

Regulation 503 shall apply to define principal residence for purposes of Ordinance Sections 13(a)(~~9~~8) and 13(a)(~~10~~9).

[Effective Date: November 26, 1980] [Corrected 4/02: clerical error only changing "Regulation 550" to "503"]

1382. Ownership Interests in Property

~~A.~~ A married couple who together hold at least a recorded 50% ownership interest in a property, as community property or otherwise, satisfies the ownership requirement of ~~Sections 13.76.050.H and 13.76.130.A9 of the Rent Ordinance~~ Berkeley Municipal Code sections 13.76.050.C.4. 13.76.050.C.9, and 13.76.130.A.8.

B. An unmarried couple in a registered domestic partnership, who together hold at least a 50% recorded interest in a property, satisfies the ownership requirement of ~~Sections 13.76.050.H and 13.76.130.A9 of the Rent Ordinance~~ Berkeley Municipal Code sections 13.76.050.C.4. 13.76.050.C.9, and 13.76.130.A.8.

C. Other than as set forth in Paragraphs (A) and (B), ownership interests in property may not be combined to satisfy the 50% ownership requirement of ~~Sections 13.76.050.H and 13.76.130.A9 of the Rent Ordinance~~ Berkeley Municipal Code sections 13.76.050.C.4. 13.76.050.C.9, and 13.76.130.A.8.

[Effective date: December 14, 2000]

1383. Owner Move-In and Ellis Act Relocation Assistance Disputes. (B.M.C. 13.76.130.A.~~9~~8 and 13.77.055)

A) Scope and Purpose

Berkeley Municipal Code subsections 13.76.130.A.~~9~~8(p)(iii) (Owner Move-In evictions) and 13.77.055.D.2 (Ellis Act evictions) provide that in the event of a dispute over a tenant's eligibility for relocation assistance, either party may file a Rent Board petition requesting a determination of eligibility or file a claim in a court of competent jurisdiction. This Regulation sets forth the procedures and grounds for a Rent Board petition to determine a tenant's eligibility for relocation assistance and/or seeking release of disputed funds.

In the event that both a Rent Board petition and a claim in a court of competent jurisdiction (lawsuit) are filed regarding the same disputed funds, the Rent Board will proceed only on petitions served *before* service of the lawsuit for release of funds. Petitions served *after* the service of any lawsuit for release of funds will be dismissed without prejudice. In the event that the date of service of the lawsuit is unclear or unavailable to the hearing examiner, the filing dates for the respective proceedings may be used in lieu of the dates of service. An unlawful detainer action shall not stay the Rent Board petition, because state law prohibits the plaintiff in that type of action from recovering disputed relocation funds without filing a separate lawsuit.

Except as provided herein, proceedings on petitions filed under this section shall be taken according to all provisions of Chapter 12, Subchapter B.

(B) Standard Relocation Assistance Disputes.

As provided in subsections 13.76.130.A.~~9~~8(p)(i) and 13.77.055.D.2, a landlord alleging that the tenant is not eligible for the standard relocation assistance must notify the Rent Board in writing that he/she disputes the tenant's eligibility before the funds are released to the tenant. The sole ground for dispute of release of standard relocation assistance is the duration of the tenancy. A tenant who has not resided in the unit for at least one year as of the expiration date of the Notice Terminating Tenancy is not eligible for the standard relocation assistance.

(C) Additional Relocation Assistance Disputes

As provided in subsections 13.76.130.A.~~9~~8(p)(ii) and 13.77.055.D, a tenant who is eligible for additional relocation assistance must notify the landlord and the Rent Board in writing that he/she is claiming low-income, disabled, elderly, tenant with minor child status, or a claim that the tenancy began prior to January 1, 1999 within 30 days of receipt of the notice of termination of tenancy. A landlord may dispute a tenant's eligibility for additional relocation assistance. In the event that the landlord disputes the tenant's eligibility or fails to deposit additional relocation funds after notice of a tenant's

eligibility, either party may file a petition seeking that the Rent Board determine the tenant's eligibility and/or release the funds.

The grounds for claiming eligibility for additional relocation assistance and for filing a tenant petition for release of disputed additional relocation assistance funds are as follows:

(1) The tenant's household income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in Health and Safety Code Section 50079.5;

(2) The tenant is disabled, meaning that he or she has a physical or mental impairment than limits one or more of his or her major life activities within the meaning of the California Fair Housing and Employment Act (Government Code Section 12926);

(3) The tenant will be sixty years of age or older at the time of the expiration of the notice of termination of tenancy;

(4) The tenant household includes a minor child under the age of 18 years of age at the time of the expiration of the notice of termination of tenancy; or

(5) The tenancy began prior to January 1, 1999;

A landlord may file a petition for release of disputed additional relocation assistance funds by alleging that the applicable tenant eligibility claim, as stated above, is false.

(D) Petitions; Notice.

Where a landlord disputes the eligibility of a tenant for relocation assistance either party may petition for release of the funds from escrow. Petitions filed under this section shall be expedited so that a hearing on the petition is held within 30 days of filing and a decision rendered within 30 days of the hearing. The parties shall be given at least 15 days' notice of the hearing.

(E) Evidence in support of petition.

Evidence that a tenant is or is not eligible for additional relocation assistance includes, but is not limited to, documentation of the following:

(1) Receipt of means-tested government benefits such as CalFresh, Medi-Cal, Supplemental Security Income; documentation of actual income, such as W-2 forms, appropriately redacted tax returns, and/or Social Security payments;
(2) Correspondence from a medical provider, documentation of receipt of disability-related benefits such as Supplemental Security Income, Social Security Disability

Insurance, and/or department of motor vehicles records;

(3) Birth certificates, passports, and/or Department of Motor Vehicles records;

(4) School registration paperwork, medical records, caregiver's affidavits, and/or guardianship paperwork;

(5) The original lease agreement and any relevant addenda; correspondence between the parties and/or previous landlords; and/or other circumstantial evidence showing when a tenancy began.

[Adopted April 24, 2017]

BERKELEY RENT BOARD

BUDGET & PERSONNEL COMMITTEE MEETING

Tuesday, November 10, 2026 – 5:00 p.m.

Berkeley Rent Board Conference Room A – 2000 Center Street, 4th floor, Berkeley, CA 94704
Teleconference Location: Prudential Properties Unit 11- Potworks, St. James Parish, Nevis, KN1102

Public Participation
This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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.

To access this meeting by Zoom
Join from a PC, Mac, iPad, iPhone, or Android device. If you do not want your name to appear on the screen, use the drop-down menu and click on "Rename" to rename yourself as anonymous. To request to speak, use the "Raise Hand" icon by rolling over the bottom of the screen.

To join by phone
Dial 1-669-900-6833, enter Webinar ID: 880 6524 1726 and Passcode: 920609. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments
Email comments must be submitted to DeWilliams@berkeleyca.gov **by 3:00 p.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: "PUBLIC COMMENT ITEM FOR BUDGET & PERSONNEL COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum
All rules of procedure and decorum apply for both in-person attendees and those participating remotely. Attendees at public meetings are reminded that other attendees may be sensitive to various scents. Please help the City respect these needs.

Communications access information
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BERKELEY RENT BOARD

AGENDA: BUDGET & PERSONNEL COMMITTEE MEETING

Tuesday, November 10, 2026 – 5:00 p.m.
Berkeley Rent Board Conference Room A – 2000 Center Street, 4th floor, Berkeley, CA 94704
Teleconference Location: Prudential Properties Unit 11- Potworks, St. James Parish, Nevis, KN1102

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. **CLOSED SESSION:** Public Employee contract discussion pursuant to California Government Code Section 54957(b)(1):

   Title: Executive Director

4. Approval of agenda

5. Public Comment

6. Approval of July 2, 2026, meeting minutes (attached to agenda)

7. Discussion and Possible Action on the proposed Executive Salary Policy (see attached Staff Report), Executive Director DéSeana Williams

8. Discussion of Rent Board-Specific Employee Classifications and Potential Reclassification of Existing Positions

9. Discussion and recommendation to the Board authorizing the Executive Director to amend and extend the contract with Corelogic for the delivery of bulk property and assessor data for the Empty Homes Tax program increasing the total contract spending authority to a not to exceed amount of $85,000.00.

10. Discussion and recommendation to the Board authorizing the Executive Director to execute a five-year contract extension with Opportunity Space, Inc. DBA Tolemi for the BuildingBlocks software platform increasing the payable under the contract to a not to exceed amount of $344,000.00.

11. Future agenda items

12. Discussion and possible action to set the next meeting

13. Adjournment

STAFF CONTACT: DéSeana Williams, Executive Director (510) 981-7368
COMMITTEE: Committee Chair Dominique Walker, Soli Alpert, Andy Kelley, Nathan Mizell

BERKELEY RENT BOARD

EVICTION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, November 10, 2026 – 6:00 p.m.
Berkeley Rent Board Conference Room A – 2000 Center Street, Suite 400, Berkeley, CA
Teleconference Location –Prudential Properties Unit 11-Potworks, St. James Parish, Nevis, KN1102

Public participation
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To join by phone
Dial 1-669-444-9171, enter Webinar ID: 831 9105 8332 and Passcode: 315346. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments
Email comments must be submitted to oehlinger@berkeleyca.gov **by 4:00 p.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: “PUBLIC COMMENT ITEM FOR EVICTION COMMITTEE.” Please observe a 150-word limit. Time limits on public comments will apply.

Decorum
All rules of procedure and decorum apply for both in-person attendees and those participating remotely. Attendees at public meetings are reminded that other attendees may be sensitive to various scents. Please help the City respect these needs.

Communications 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.

BERKELEY RENT BOARD

AGENDA: EVICTION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, November 10, 2026- 6:00 p.m.

Berkeley Rent Board Conference Room A – 2000 Center Street Suite 400, Berkeley, CA

Teleconference Location – Prudential Properties Unit 11-Potworks, St. James Parish, Nevis, KN1102

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 the July 14, 2026 Meeting Minutes
5. Public Comment
6. Special Presentation: Matthew Koewler, Agency Representative, Berkeley Housing Authority
7. Discussion and possible action regarding recent eviction statistics (see attachment)
8. Discussion and possible action regarding Fall 2026 Owner Move-In Report (see attachment)
9. Confirm next meeting date
10. Adjournment

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

COMMITTEE: Stefan Elgstrand (Chair), Xavier Johnson, Nathan Mizell, Dominique Walker

BERKELEY RENT BOARD

LEGISLATION, IRA / AGA & REGISTRATION COMMITTEE MEETING

Monday, November 9, 2026 – 5:30 p.m.

Berkeley Rent Board Conference Room A – 2000 Center Street, Suite 400, Berkeley, CA 94704

Public Participation

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To join by phone

Dial 1-669-900-6833 and enter Webinar ID: 857 0028 0259, Passcode: 547414. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments

Email comments must be submitted to mbrown@berkeleyca.gov **by 4:00 p.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: "PUBLIC COMMENT ITEM FOR LIRA COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

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BERKELEY RENT BOARD

AGENDA: LEGISLATION, IRA / AGA & REGISTRATION COMMITTEE MEETING

Monday, November 9, 2026 – 5:30 p.m.

Berkeley Rent Board Conference Room A – 2000 Center Street, Suite 400, Berkeley, CA 94704

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 in1878 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 October 5, 2026 meeting minutes – see attachment

5. Public Comment

6. Discussion and possible action to recommend full Board amend Regulation 801 to require verification of registration information contained in the Board's online rent registry-see attachment

7. Discussion and possible action to recommend full Board adopt various non-substantive regulation amendments to correct citations to the Ordinance that have been changed and remove references that have become obsolete due to Measures MM, BB, and X. – see attachment

8. Discussion and possible action regarding registration fees for nonprofit affordable housing providers.

9. Discussion and possible action regarding future agenda items

10. Confirm next meeting date

11. Adjournment

STAFF CONTACT: Matt Brown, General Counsel (510) 981-4930

COMMITTEE: Soli Alpert (Chair), Stefan Elgstrand, Ida Martinac, Nathan Mizell