



City Council
AGENDA

Tuesday, February 20, 2024, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

Zoom participation will not be supported at this time. Council meetings can be viewed remotely on Channel 20, the City's [YouTube Channel](#), and on the City's website under the [Public Meeting Agendas web page](#).

INSTRUCTIONS FOR PUBLIC COMMENT:

Public Comment prior to the meeting (must be received 3 hours in advance of the meeting):

Mail - Delivered by the U.S. Postal Service. Address letters to the City Clerk's Office at 990 Palm Street, San Luis Obispo, California, 93401.

Email - Submit Public Comments via email to emailcouncil@slocity.org. In the body of your email, please include the date of the meeting and the item number (if applicable). Emails will not be read aloud during the meeting.

Voicemail - Call (805) 781-7164 and leave a voicemail. Please state and spell your name, the agenda item number you are calling about, and leave your comment. Verbal comments must be limited to 3 minutes. Voicemails will not be played during the meeting.

**All correspondence will be archived and distributed to councilmembers, however, submissions received after the deadline may not be processed until the following day.*

Public Comment during the meeting:

Meetings are held in-person. To provide public comment during the meeting, you must be present at the meeting location.

Electronic Visual Aid Presentation. To conform with the City's Network Access and Use Policy, Chapter 1.3.8 of the [Council Policies & Procedures Manual](#), members of the public who desire to utilize electronic visual aids to supplement their oral presentation are encouraged to provide display-ready material to the City Clerk by 12:00 p.m. on the day of the meeting. Contact the City Clerk's Office at cityclerk@slocity.org or (805) 781-7114.

1. CLOSED SESSION: STARTS AT 4:30 PM

1.a CALL TO ORDER

Mayor Erica A. Stewart will call the Closed Session Meeting of the San Luis Obispo City Council to order in the Council Hearing Room at City Hall, 990 Palm Street, San Luis Obispo.

1.b PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY

Public comment will only be accepted for Closed Session items.

1.c CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9. No. of potential cases: One.

A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency. The existing facts and circumstances exposing the City to litigation are set forth in a letter from Kevin I. Shenkman, Attorney at Law, on behalf of his client Southwest Voter Registration Education Project, alleging that the City's current at-large election system for the election of City Council members and the Mayor violates the California Voting Rights Act and demanding that the City transition to by district elections. Mr. Shenkman's letter dated February 17, 2023, is on file and available for review in the City Clerk's Office located at 990 Palm Street.

1.d ADJOURNMENT

The City Council will hold a Regular Meeting on February 20, 2024 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

2. CALL TO ORDER

Mayor Erica A. Stewart will call the Regular Meeting of the San Luis Obispo City Council to order.

3. PLEDGE OF ALLEGIANCE

Council Member Jan Marx will lead the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a TEEN DATING VIOLENCE AWARENESS MONTH PROCLAMATION

Mayor Stewart will present a proclamation declaring the month of February as "Teen Dating Violence Awareness Month".

4.b INTRODUCTION - ECONOMIC DEVELOPMENT AND TOURISM STAFF

Deputy City Manager Greg Hermann will introduce the following staff members in the Economic Development & Tourism Division:

- Molly Cano, Economic Development & Tourism Manager
- Jacqui Clark-Charlesworth, Tourism & Community Promotions Manager
- McKenzie Taffe, Economic Development Analyst

4.c OVERVIEW OF EXISTING / PENDING / ENTITLED DEVELOPMENT PROJECTS

Community Development Director Timmi Tway will provide an overview of Existing/Pending/Entitled Development Projects.

4.d CITY MANAGER REPORT

Receive a brief report from City Manager Derek Johnson.

5. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Not to exceed 15 minutes. The Council welcomes your input. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). Staff may be asked to follow up on such items.

6. CONSENT AGENDA

Not to exceed 15 minutes. Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon at one time. A member of the public may request the Council to pull an item for discussion. Pulled items shall be heard at the close of the Consent Agenda unless a majority of the Council chooses another time. The public may comment on any and all items on the Consent Agenda within the three-minute time limit.

Recommendation:

To approve Consent Calendar Items 6a to 6f.

6.a WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Recommendation:

Waive reading of all resolutions and ordinances as appropriate.

6.b MINUTES REVIEW - FEBRUARY 1, 2024 AND FEBRUARY 6, 2024 COUNCIL MINUTES

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Recommendation:

Approve the following minutes of the City Council:

- February 1, 2024 - Special Closed Session Meeting
- February 6, 2024 - Regular Meeting

6.c APPROVAL OF THE 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING RECOMMENDATIONS

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Recommendation:

Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, approving the 2024-25 Community Development Block Grant (CDBG) Program" proposed funding recommendations for a total of \$454,800.

**6.d AUTHORIZATION TO EXECUTE A FIVE-YEAR LEASE AGREEMENT
WITH UBEO FOR REPLACEMENT AND MAINTENANCE OF COPIER
EQUIPMENT**

71

Recommendation:

1. Authorize the City Manager to execute a five-year lease agreement with Ubeo for replacement and maintenance of copier equipment; and
2. Waive formal bids and authorize use of Shasta Union High School District R6 – 2020 Master Enabling Agreement to procure this purchase as allowed under 03.24.060E of the City of San Luis Obispo Municipal Code.

**6.e REQUEST FOR QUALIFICATIONS FOR 2024-2029 ON-CALL
PROFESSIONAL DEVELOPMENT SERVICES**

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Recommendation:

1. Approve the Request for Qualifications for professional development services; and
2. Authorize the Human Resources Director to establish a 2024-2029 on-call list from the qualifications received and deemed responsive; and
3. Authorize the Human Resources Director to execute professional development services agreements with the companies included in the 2024-2029 on-call list during the five-year period from July 1, 2024-June 30, 2029.

6.f AUTHORIZE THE FIRE DEPARTMENT TO APPLY FOR WILDFIRE PREVENTION ACTIVITIES GRANT FUNDING THROUGH CAL FIRE'S CALIFORNIA CLIMATE INVESTMENT (CCI) WILDFIRE PREVENTION GRANT PROGRAM AND PROVIDE A LETTER OF SUPPORT TO SLO COUNTY FIRE SAFE COUNCIL

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Recommendation:

1. Authorize the Fire Department to apply for funding under Cal Fire's CCI Wildfire Prevention Grant Program to purchase specialized equipment for wildfire fuel reduction work; and
2. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing the Fire Department to apply for the California Climate Investment's Wildfire Prevention Grants Program and carry out the project, if awarded"; and
3. Authorize the City Manager, or Fire Chief as their designee, to execute the grant documents and approve the budget changes necessary to appropriate the grant amount upon notification that the grant has been awarded.

7. PUBLIC HEARING AND BUSINESS ITEMS

7.a ADOPTION OF THE DIVERSITY, EQUITY, & INCLUSION STRATEGIC PLAN (Estimated Time: 60 minutes)

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Recommendation:

Adopt the Diversity, Equity, and Inclusion Strategic Plan, as recommended by the Human Relations Commission.

8. STUDY SESSION

**8.a STUDY SESSION TO RECEIVE AN UPDATE AND PROVIDE
DIRECTION REGARDING THE CITYWIDE USER AND REGULATORY
FEE STUDY (Estimated Time: 90 minutes)**

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Recommendation:

1. Hold a study session and receive a presentation on the City's user and regulatory fees; and
2. Receive public input and provide guidance to staff regarding recommended fee-related structural changes and any adjustments to current policies or practices; and
3. Direct staff to perform outreach to interested parties consistent with the Public Engagement and Noticing Manual ahead of the public hearing scheduled for March 19, 2024, to consider approving new user and regulatory fees consistent with the completed fee study.

9. LIAISON REPORTS AND COMMUNICATIONS

Not to exceed 15 minutes. Council Members report on conferences or other City activities. At this time, any Council Member or the City Manager may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may provide a reference to staff or other resources for factual information, request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov. Code Sec. 54954.2)

10. ADJOURNMENT

The next Regular Meeting of the City Council will be held on March 5, 2024 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

LISTENING ASSISTIVE DEVICES for the hearing impaired - see the Clerk.

The City of San Luis Obispo wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (805) 781-7114 at least 48 hours before the meeting, if possible. Telecommunications Device for the Deaf (805) 781-7410.

City Council meetings are televised live on Charter Channel 20 and the City's YouTube Chanel: www.youtube.com/CityofSanLuisObispo. Agenda related writings or documents provided to the City Council are available for public inspection in the City Clerk's Office located at 990 Palm Street, San Luis Obispo, California during normal business hours, and on the City's website <https://www.slocity.org/government/mayor-and-city-council/agendas-and-minutes>. Persons with questions concerning any agenda item may call the City Clerk's Office at (805) 781-7114.



Council Minutes

February 1, 2024, 5:30 p.m.

Council Hearing Room, 990 Palm Street, San Luis Obispo

Council Members Present: Council Member Emily Francis, Council Member Jan Marx, Council Member Michelle Shoresman, Vice Mayor Andy Pease, Mayor Erica A. Stewart

City Staff Present: Derek Johnson, City Manager, Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

1. CALL TO ORDER

A Special Closed Session Meeting of the San Luis Obispo City Council was called to order on February 1, 2024 at 5:30 p.m. in the Council Hearing Room at City Hall, 990 Palm Street, San Luis Obispo, by Mayor Stewart.

2. PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY

Public Comment:

None

--End of Public Comment--

3. CONFERENCE WITH LABOR NEGOTIATORS

ACTION: City Attorney Dietrick indicated that no reportable action was taken.

4. ADJOURNMENT

The meeting was adjourned at 6:30 p.m. The next Regular Meeting of the City Council will be held on February 6, 2024 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

APPROVED BY COUNCIL: XX/XX/2024



Council Minutes

February 6, 2024, 5:30 p.m.
City Hall, 990 Palm Street, San Luis Obispo

Council Members Present: Council Member Emily Francis, Council Member Jan Marx, Council Member Michelle Shoresman, Vice Mayor Andy Pease, Mayor Erica A. Stewart

City Staff Present: Derek Johnson, City Manager, Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

1. CALL TO ORDER

A Regular Meeting of the San Luis Obispo City Council was called to order on February 6, 2024 at 5:30 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Mayor Stewart.

2. PLEDGE OF ALLEGIANCE

Mayor Stewart led the Council in the Pledge of Allegiance.

3. PRESENTATIONS

3.a BLACK HISTORY MONTH PROCLAMATION

Mayor Stewart presented a proclamation declaring the month of February as "Black History Month" to Tobin Johnson on behalf of the NAACP.

3.b SLO MUSEUM OF ART ANNUAL REPORT PRESENTATION

Leann Standish, Executive Director, provided a presentation on the San Luis Obispo Museum of Art (SLOMA) Annual Report.

3.c CITY MANAGER REPORT

City Manager Derek Johnson provided a report on upcoming projects.

4. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Public Comment:

Kerr Smith

Scott Thompson

Alyssa Devantier

Kyle Sweezey

Deena Han

Ashraf Tubeileh

Derek Shogin

Bill Farber

--End of Public Comment--

5. **CONSENT AGENDA**

Motion By Vice Mayor Pease

Second By Council Member Shoresman

To approve Consent Calendar Items 6a to 6f.

Ayes (5): Council Member Francis, Council Member Marx, Council Member Shoresman, Vice Mayor Pease, and Mayor Stewart

CARRIED (5 to 0)

5.a WAIVE READING IN FULL OF ALL RESOLUTIONS AND ORDINANCES

Waive reading of all resolutions and ordinances as appropriate.

5.b MINUTES REVIEW - JANUARY 23, 2024 COUNCIL MINUTES

Approve the minutes of the City Council meeting held on January 23, 2024.

5.c SECOND READING OF ORDINANCE NO. 1732 (2024 SERIES) AMENDING MUNICIPAL CODE SECTION 9.22.040 – SAFETY ENHANCEMENT ZONES

Adopt Ordinance No. 1732 (2024 Series) entitled “An Ordinance of the City Council of the City of San Luis Obispo, California, amending Chapter 9.22 (Safety Enhancement Zones) of the Municipal Code to revise and expand the dates and times during which the Safety Enhancement Zone applies to St. Patrick’s Day and Halloween.”

5.d APPROVE A GRANT AGREEMENT WITH FRIENDS OF LA LOMA ADOBE

Authorize the City Manager to execute a Grant Agreement with the Friends of La Loma Adobe in a final form satisfactory to the City Attorney and authorize the disbursement of funds in the amount of \$100,000.

5.e AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF SAN LUIS OBISPO AND SLO MARTIN PROPERTIES, LLC FOR PARK MAINTENANCE AND OUTDOOR DINING

Authorize the City Manager to execute an agreement with SLO Martin Properties, LLC for park maintenance and outdoor dining on City-owned property, located at 2163 Santa Barbara Street.

5.f AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT WITH SMART SHARE HOUSING SOLUTIONS

Approve the draft Amended and Restated Exclusive Negotiating Agreement with Smart Share Housing Solutions, in a final form satisfactory to the City Attorney.

6. PUBLIC HEARING AND BUSINESS ITEMS

6.a FISCAL YEAR 2023-24 MID-YEAR BUDGET REVIEW (Estimated Time: 90 minutes)

Council Member Francis declared a conflict and recused from discussion about the Broad Street Active Transportation Plan, due to a financial conflict as she owns property within 300 feet of Broad Street.

City Manager Derek Johnson, Finance Director Emily Jackson, Policy & Project Manager Natalie Harnett and Public Works Director Matt Horn provided an in-depth staff report and responded to Council questions.

Public Comments:

John Thomas

Erik Justesen

Dan Kallal

Kathryn Hicks

John Weege

James Prey

Rick Pieros

Ellie Washington

Jackie Parker

Judy Stroyer

Borwin

Levi Rosenberg

---End of Public Comment---

Motion By Council Member Marx

Second By Council Member Shoresman

1. Appropriate \$800k from the Infrastructure Investment Fund to support staffing needs for the Broad Street ATP with the Mid-Year Budget and approval of this funding for carryover through FY 2023-24 and into FY 2024-25.
2. Direct staff to return with a project plan for Broad Street ATP Improvements with Budget Supplement.

Ayes (4): Council Member Marx, Council Member Shoresman, Vice Mayor Pease, and Mayor Stewart

Recused (1): Council Member Francis

CARRIED (4 to 0)

Motion By Vice Mayor Pease
Second By Council Member Marx

1. Receive and discuss the Mid-Year Budget report based on revised projections for all major funds at the mid-point of the 2023-24 fiscal year, *with the following change to the use of General Fund Unassigned Fund Balance:*
 - Do not fund Line 4, Public Art Contribution, to purchase the "David" in the amount of \$120,000; allocate those funds to the Infrastructure Investment Fund.
2. Adopt Resolution No. 11474 (2024 Series) entitled, "A Resolution of the Council of the City of San Luis Obispo, California, approving amendments to the adopted 2023-24 Budget Appropriations" and approve the allocations as stated in the Mid-Year Budget Report.

Ayes (3): Council Member Marx, Council Member Shoresman, and Vice Mayor Pease

Noes (2): Council Member Francis, and Mayor Stewart

CARRIED (3 to 2)

- 6.b UPDATE ON SENATE BILL 1439, ADDITIONAL CAMPAIGN CONTRIBUTION DISCLOSURES, AND CONSIDER INTRODUCTION OF AN ORDINANCE TO AMEND MUNICIPAL CODE CHAPTER 2.40.040 (CAMPAIGN CONTRIBUTION LIMITATIONS) (Estimated Time: 60 minutes)

Deputy City Manager Greg Hermann, Deputy City Clerk Megan Wilbanks and City Clerk Teresa Purrington provided an in-depth staff report and responded to Council questions.

Public Comments:

None

---End of Public Comment---

Motion By Council Member Francis
Second By Council Member Marx

1. Receive an update on Senate Bill 1439; and
2. Provide direction to staff to create disclosure forms to be included with planning applications and modify public comment cards with disclosure statements; and

3. Introduction Ordinance No. 1733 (2024 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, amending Chapter 2.40.040 of the Municipal Code related to Campaign Contribution Limitations” reducing the per person contribution limit from \$300 to \$250.

Ayes (3): Council Member Francis, Council Member Marx, and Council Member Shoresman

Noes (2): Vice Mayor Pease, and Mayor Stewart

CARRIED (3 to 2)

7. LIAISON REPORTS AND COMMUNICATIONS

Mayor Stewart asked staff to look at Council Policies and Procedures regarding when we must allow virtual public comment.

Council Member Shoresman attended the Peoples’ Self-Help Housing ribbon cutting and the Diablo Canyon Decommissioning meeting held virtually.

Council Member Marx attended the APCD meeting and was appointed Vice Chair for 2024 and the Pallet Shelter Show on Toro and Monterey.

Mayor Stewart presented at the Los Osos Rotary and attended the Quarterly Mayor/Advisor Body Chair meeting, the City Selection committee meeting, and the grand opening for Peoples’ Self-Help Housing.

Council Member Francis attended the Pallet Shelter Road Show and the Quarterly Mayor/Advisory Body Chair meeting.

8. ADJOURNMENT

The meeting was adjourned at 10:55 p.m. The next Regular City Council Meeting is scheduled for February 20, 2024 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

APPROVED BY COUNCIL: XX/XX/2024



Department: Community Development
Cost Center: 4008
For Agenda of: 2/20/2024
Placement: Consent
Estimated Time: N/A

FROM: Timmi Tway, Community Development Director
Prepared By: Owen Goode, Acting Housing Coordinator

SUBJECT: APPROVAL OF THE 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING RECOMMENDATIONS

RECOMMENDATION

Adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, approving the 2024-25 Community Development Block Grant (CDBG) Program” proposed funding recommendations for a total of **\$454,800**.

The staff recommendation differs from the recommendation that the Human Relations Commission (HRC) made at its meeting on January 10, 2024. The HRC recommendation is included below for the City Council’s consideration as an alternative. The differences between staff’s recommendation and the HRC recommendation and the reason for the staff recommendation are described below in the Funding Recommendations section of this report.

POLICY CONTEXT

The approved funding priorities and proposed funding recommendations from the Human Relations Commission (HRC) align with the City’s Major City Goals for FY 2023-25 for Goal 3, Housing and Homelessness, specifically to:

Support the expansion of housing options for all, and continue to facilitate the production of housing, including the necessary supporting infrastructure, with an emphasis on affordable and workforce housing as well as accessibly connected development. Collaborate with local non-profit partners, non-governmental agencies, the county, the state, and federal governments to advocate for increased funding and implementation of comprehensive and effective strategies to prevent and reduce homelessness.

The 2023-25 CDBG recommendations allow the City to further implement the General Plan 6th Cycle Housing Element by satisfying the following on-going programs:

1.7 to Continue to support local and regional solutions to homelessness by funding supportive programs, services, and housing solutionsⁱ, 4.7 Affirmatively Further Fair Housingⁱⁱ, 6.17 Financially assist in the development of affordable housingⁱⁱⁱ, and 8.11 Continue to provide resources that support local and regional solutions to meet the needs of the homeless^{iv}.

DISCUSSION

Background

The Community Development Block Grant Program (CDBG Program) is administered through the U.S. Department of Housing and Urban Development (HUD) and provides financial assistance in the form of grants in three program areas: Public Services, Development of Affordable Housing and/or Public Facilities, and Program Administration/Capacity Building. The City of San Luis Obispo is anticipated to receive an estimated allocation for the 2024-25 funding cycle of \$454,800 as a participant in San Luis Obispo County's Urban County Program.

The total funding allocations allowed per category are as follows pursuant to applicable regulations:

Jurisdiction	Estimated Allocation	County Admin Allocation (65% of 20%)	City Admin Allocation (35% of 20%)	City Public Services Allocation (15%) ^v	City Remaining Funds Available for 2024-25 Project Applications (65%)
City of San Luis Obispo	\$454,800	\$59,124	\$31,836	\$68,220	\$295,620
City Total:			\$395,676		

The City and County share the administration portion of funding in a 35/65 split of the 20% Administration allowance, which was the negotiated split between the City and County as part of the regional effort to administer the reporting and administration requirements for a Consolidated Plan^{vi} for the 2020-2024 program years.

The City received five applications for the upcoming cycle, requesting a total of \$660,810. The applications were received from Community Action Partnership of San Luis Obispo (CAPSLO), 5 Cities Homeless Coalition (5CHC), Housing Authority of San Luis Obispo (HASLO), and the City of San Luis Obispo. After allocation of the administration costs, there is \$395,676 available for allocation to applicants. The City must submit recommended funding amounts to the County by March 1, 2024. County staff will hold a hearing and present the Action Plan to the Board of Supervisors in April 2024, and subsequently submit the Action Plan to HUD once approved. The 2024 Program Year will begin July 1, 2024, and end June 30, 2025.

Previous Council or Advisory Body Action

On [November 7, 2023](#), the City Council adopted the Human Relations Commission's recommended funding priorities for the 2024-25 CDBG funding year. The ranked priorities established by the City Council are:

1. Provide emergency and transitional shelter, homelessness prevention and services.
2. Develop and enhance affordable housing for low and very-low-income persons.
3. Enhance economic development (to include seismic retrofit, economic stability, low- and moderate-income jobs).
4. Promote accessibility and/or removal of architectural barriers for the disabled and elderly.

On January 10, 2024, the Human Relations Commission (HRC) reviewed the applications for funding and considered a staff recommended funding allocation. After deliberation, the HRC recommended an adjustment to staff's preliminary funding recommendations. The original staff recommendation was to provide all available Public Services funds to CAPSLO's request and to not fund the 5CHC request due to limited funds and the high impact and need for services at 40 Prado Homeless Services Center. Both funding requests are aligned with the first funding priority and are competitive applications. The Commission indicated that a reason for the HRC's recommendation to adjust the funding and partially fund both applications is to better reflect and support regional collaboration efforts for homelessness and supportive services within the City and County.

B - Draft 2024-25 CDBG Recommendations

No.	Applicant	Activity	City 2024-25 CDBG		
			Staff Funding Recommendations	Human Relations Commission Funding Recommendations	Funding Requested
Public Services (15% of \$454,800)					
1	Community Action Partnership of San Luis Obispo (CAPSLO)	40 Prado Homeless Services Center	\$ 68,220.00	\$ 47,887.00	\$ 85,000.00
2	5 Cities Homeless Coalition (5CHC)	Supportive Housing Services	-	\$ 20,333.00	\$ 20,333.00
SUBTOTAL			\$ 68,220.00	\$ 68,220.00	\$ 105,333.00
Housing and Public Facilities					
3	Housing Authority of San Luis Obispo (HASLO)	Monterey Crossing Housing Project	\$ 295,620.00	\$ 295,620.00	\$ 523,641.00
SUBTOTAL			\$ 295,620.00	\$ 295,620.00	\$ 523,641.00
Administration/Capacity Building (35% of 20% of \$454,800)					
4	City of San Luis Obispo (Note 1)	CDBG Administration	\$ 6,367.20	\$ 6,367.20	\$ 6,367.20
5	City of San Luis Obispo (Note 1)	Capacity Building	\$ 25,468.80	\$ 25,468.80	\$ 25,468.80
SUBTOTAL			\$ 31,836.00	\$ 31,836.00	\$ 31,836.00
TOTAL			\$ 395,676.00	\$ 395,676.00	\$ 660,810.00

NOTES:

- 1 Estimated Funding for CDBG Program Year 2024-25: \$454,800.00 (remove 65% of 20% of total allocation - \$59,124) (\$454,800 X .20 = \$90,960) (\$90,960 split 65/35 = \$59,124 to County and \$31,836 to City)

All projects and programs that requested funding are further described below and shown in Attachment B. A copy of each 2024-25 CDBG application is also provided in Attachment C^{vii}.

Funding Recommendations

After careful consideration of the HRC recommendations for funding, staff is recommending approval of the original staff recommendation that was presented to the HRC (shown in Exhibit B). The HRC reviews CDBG allocation requests and applications and makes recommendations to the City Council regarding these requests, however, the City Council is the final decision maker in determining CDBG funding allocations.

1. **Community Action Partnership of San Luis Obispo (CAPSLO)** – 40 Prado Homeless Services Center: The Prado Homeless Services Center (Prado HSC) in San Luis Obispo offers an access center and emergency shelter services, meals, showers, health screenings at the CHC on-site clinic, services to dual- diagnosed individuals, recuperative care for those recently released from the hospital, animal kennels, a community garden, laundry, internet access, and a mail and message center to facilitate job and housing searches. Case managers and staff assist clients in creating individualized plans with set goals and objectives to obtain housing and self-sufficiency. Services will expand as a result of CDBG funding. CAPSLO currently is serving over 300 meals on a daily basis and fully anticipates that need to grow over the next year. CAPSLO is requesting funding to expand the kitchen staff that support the meals served 365 days per year. Funding will cover 2 full-time cooks and 1 full time kitchen supervisor, plus fringe benefits. The Human Relations Commission has recommended a partial funding award for this application of \$47,887, however, staff does not recommend approval of this recommendation. Staff is recommending allocating all available Public Service funds (\$68,220.00) to this application. This application is part of the Public Services funding reservation.
2. **5 Cities Homeless Coalition (5CHC)** – San Luis Obispo County Rapid Rehousing/Homeless Prevention: 5CHC has requested \$20,333 for the Rapid Rehousing and Homeless Prevention Program. 5CHC's Housing Program braids available funding sources and with multiple sources of funds, 5CHC can target funds with differing eligibility criteria to maximize their use to serve those with the highest needs and greatest number possible. 5CHC's housing and stabilization services including landlord cultivation, case management support, and subsistence payments for rent, application fees and deposits to individuals, following a coordinated entry assessment and progressive engagement model. With these activities 5CHC will work to quickly identify and resolve barriers to gaining or maintaining housing. These services are estimated to serve 14 households and 32 persons within the City of San Luis Obispo. The Human Relations Commission has recommended to fully fund this application in the amount of \$20,333, however, staff does not recommend approval of this recommendation. Staff is not recommending a CDBG funding allocation for this application. This application is part of the Public Services funding reservation.

3. **Housing Authority of San Luis Obispo (HASLO)** – Monterey Crossing Senior Housing (1480 Monterey): The Housing Authority has requested \$ 523,641 for the Monterey Crossing Senior Housing project. The Human Relations Commission is recommending a partial award for this application of \$295,620 which is the maximum funding available for this application category. This affordable housing project is expected to serve senior citizens and those that may live with disabilities. The project will feature 30 studios and 26 one - bedroom units for a total allocation of 56 housing units.
4. **City of San Luis Obispo** – CDBG Administration and Capacity Building: Pursuant to the agreement with the County, \$59,124 of that amount is provided to the County for its administration of the Urban County CDBG program. The remaining \$31,836 is provided to the City for its administration of the program. Of that amount, staff and the HRC recommends that \$6,367.20 for direct administrative costs of the CDBG program and \$25,468.80 towards capacity building in the form of further implementation of the Housing Element. The capacity building allocation can be used for affordable housing or low-income related City programs. Staff anticipates using a portion of this funding towards Program 1.7 from the 6th Cycle Housing Element which directly benefits homeless and low-income individuals by continuing to support local and regional solutions to homelessness by funding supportive programs, services, and housing solutions. Staff will also continue to implement Program 8.11 from the Housing Element which requires the City's Housing Policies and Programs team to continue to provide resources that support local and regional solutions to meet the needs of homeless. These funds requested by the City may only be used for staff time spent on the implementation of the mentioned programs and cannot be spent towards public services with local partners. The Administration and Capacity Building were submitted as two separate CDBG applications putting the total number of CDBG funding requests at 5.

Staff appreciates the input from the Human Relations Commission to provide funding to the 5 Cities Homeless Coalition. The applications submitted from both agencies were competitive and are eligible to receive funding through the CDBG program. Staff is providing a different recommendation from the Human Relations Commission for several reasons. First, expanding food services for hundreds of recipients per day is a critical need and at 40 Prado Homeless Services Shelter and the money allocated will allow staff to implement other programs effectively by facilitating a fully staffed kitchen on a daily basis. 40 Prado has experienced an increase in demand for their services and provides critical services within the City of San Luis Obispo. 40 Prado is the only Homeless Services emergency shelter in the City of San Luis Obispo. Due to the limited availability of funds, it has been determined by staff that in order to expand food services effectively at 40 Prado, all CDBG funds from the Public Services sector must be provided to 40 Prado.

Staff have also identified that the 5CHC's funding request align directly with the main funding priority for the City's 2024-25 Human Services Grant Cycle which is, "*Homeless prevention including affordable and alternative housing, supportive services, and transitional housing*". The maximum request for this grant program is \$20,000 which is reflective of 5CHC's need. Applications are due March 1, 2024, and both applicants (CAPSLO and 5CHC), have been encouraged by staff to apply for funding through this grant program. Staff will facilitate the application process as appropriate.

Public Engagement

Public engagement is conducted annually at the Human Relations Commission during the Community Needs Hearing. The previous Community Needs Hearing was held on October 4, 2023. During the Community Needs Hearing, staff notified the public of the County's upcoming Notice of Funding Availability (NOFA) for the 2024 Action Plan. The NOFA was released by the County on October 6, 2023, and provided a detailed description of all funding opportunities available through the 2024 Action Plan and how to inquire about each program.

ENVIRONMENTAL REVIEW

With the exception of the award recommendation to HASLO for the Monterey Crossing Senior Housing project, the proposed CDGB funding allocations are not considered a "project" under Section 15378 of the CEQA Guidelines. Further, the proposed CDBG funding allocation to HASLO is categorically exempt from environmental review per California Environmental Quality Act (CEQA) Guidelines (Section 15061(b)(2)) because the funding allocation is intended to provide for the approved project application ARCH-0020-2022, Monterey Crossing Senior Housing (1480 Monterey), that has been determined to be categorically exempt from the provisions of the CEQA (Class 32, Infill Exemption).

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2024-25

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal: CDBG	\$454,800	\$454,800	\$0	
Fees				
Other:				
Total	\$454,800	\$454,800	\$	\$

ALTERNATIVES

1. ***The City Council may approve the Human Relations Commission Funding Recommendations.***
2. ***The City Council may modify the recommended funding amounts.***
3. ***The City Council may continue consideration of funding for the FY 2024-25 CDBG Program Year.*** Staff does not recommend this action because the City's recommended funding priorities must be received by the County by the end of March to be included in the final FY 2024-25 Action Plan.

ATTACHMENTS

- A - Draft Resolution adopting 2024-25 CDBG Recommendations
- B - Draft 2024-25 CDBG HRC Recommendations
- C - 2024-25 CDBG Applications

ⁱ Continue to support local and regional solutions to homelessness by funding supportive programs services and housing solutions.

ⁱⁱ The City shall support Affirmatively Further Fair Housing (AFFH) by: • Facilitating public education and outreach by providing informational flyers on fair housing and reasonable accommodation at public counters and on the City's website. Information will be included with utility billing at least once per year. • Training staff, elected officials, and appointees on issues of disparity, structural racism, and inequality through the City's Diversity, Equity and Inclusion (DEI) Program. • Implementing language standards and procedures for providing equal access to City services and programs to all residents, including persons with limited proficiency in English. • Deed- restricting units to provide affordability and reduce displacement. • Supporting new technologies and/ or products such as modular housing construction to reduce costs and increase access to housing. • Distributing information regarding tenant rights and Fair Housing resources as part of Code Enforcement' s response to housing code enforcement issues.

ⁱⁱⁱ Financially assist in the development of 20 housing units per year that are affordable to extremely low, very- low, low- and moderate income households during the planning period using State, Federal, and local funding sources, with funding priority given to projects that result in the maximum housing benefits for the lowest household income levels.

^{iv} Continue to provide resources that support local and regional solutions to meet the needs of the homeless and continue to support, jointly with other agencies, shelters and programs, such as Housing First and Rapid Rehousing, for the homeless and displaced individuals and families.

^v Awards made for public services may not exceed 15 percent of the total amount of CDBG funds available pursuant to 42 U.S.C. 5305 (a)(8).

^{vi} The Consolidated Plan is a five-year strategic planning document for the Urban County of San Luis Obispo (the "County") that establishes the goals for the County' s community development and affordable housing activities. The U.S. Department of Housing and Urban Development (HUD) requires that San Luis Obispo County outline a vision for an effective and coordinated community development strategy.

^{vii} The application from the County of San Luis Obispo for CDBG Administration is not included.

RESOLUTION NO. _____ (2024 SERIES)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS
OBISPO, CALIFORNIA, APPROVING THE 2024-25 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

WHEREAS, the City of San Luis Obispo is a participating jurisdiction in the San Luis Obispo Urban County, along with the cities of Arroyo Grande, Atascadero, Morro Bay, Paso Robles, Pismo Beach, and the County of San Luis Obispo; and

WHEREAS, said cities and County cooperatively administer several federal grant programs under the provisions of the 2024-26 Cooperative Agreement between the City and County dated September 5, 2023, and under applicable U.S. Department of Housing and Urban Development Department (HUD) rules; and

WHEREAS, pursuant to said agreement, the Urban County Public Participation Plan, and HUD rules, the Human Relations Commission held a public hearing on January 10, 2024, to consider funding recommendations and provided a recommendation to Council, to review applications for federal grant funding, and to consider public comments on community needs and the use of such funds; and

WHEREAS, staff provided a modified recommendation to the Council that differs from the Human Relations Commission based on highest critical need.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Environmental Determination. With the exception of the award recommendation to HASLO for the Monterey Crossing Senior Housing project, the proposed CDGB funding allocations are not considered a “project” under Section 15378 of the CEQA Guidelines. Further, the proposed CDBG funding allocation to HASLO is categorically exempt from environmental review per California Environmental Quality Act (CEQA) Guidelines (Section 15061(b)(2)) because the funding allocation is intended to provide for the approved project application ARCH-0020-2022, Monterey Crossing Senior Housing (1480 Monterey), that has been determined to be categorically exempt from the provisions of the CEQA (Class 32, Infill Exemption).

SECTION 2. 2024-25 Community Development Block Grant Program Amendments. The City’s 2024-25 Community Development Block Grant Program and funding recommendations are hereby approved. The Community Development Director is authorized to approve final dollar amounts once HUD releases allocations with the direction to make up differences in the two amounts.

R _____

2024-25 CDBG Recommendations

No.	Applicant	Activity	City 2024-25 CDBG	
			Staff Funding Recommendations	Funding Requested
Public Services (15% of \$454,800)				
1	Community Action Partnership of San Luis Obispo (CAPSLO)	40 Prado Homeless Services Center	\$ 68,220.00	\$ 85,000.00
2	5 Cities Homeless Coalition (5CHC)	Supportive Housing Services	-	\$ 20,333.00
SUBTOTAL			\$ 68,220.00	\$ 105,333.00
Housing and Public Facilities				
3	Housing Authority of San Luis Obispo (HASLO)	Monterey Crossing Housing Project	\$ 295,620.00	\$ 523,641.00
SUBTOTAL			\$ 295,620.00	\$ 523,641.00
Administration/Capacity Building (35% of 20% of \$454,800)				
4	City of San Luis Obispo (Note 1)	CDBG Administration	\$ 6,367.20	\$ 6,367.20
5	City of San Luis Obispo (Note 1)	Capacity Building	\$ 25,468.80	\$ 25,468.80
SUBTOTAL			\$ 31,836.00	\$ 31,836.00
TOTAL			\$ 395,676.00	\$ 660,810.00

NOTES:

- 1 Estimated Funding for CDBG Program Year 2024-25: \$454,800.00 (remove 65% of 20% of total allocation - \$59,124) (\$454,800 X .20 = \$90,960) (\$90,960 split 65/35 = \$59,124 to County and \$31,836 to City)

SECTION 3. Board of Supervisors Consideration. The Council hereby forwards the above actions to the San Luis Obispo County Board of Supervisors for consideration prior to the Board's final action on the Urban County's 2024 Consolidated Plan.

R _____

SECTION 4. Community Development Director Authority. The Community Development Director is authorized to act on behalf of the City in executing grant agreements and other actions necessary to implement the approved Consolidated Plan and CDBG Program, including revisions to funding amounts for the 2024-25 CDBG Program if the City's actual CDBG allocation is different than expected.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:

NOES:

ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____

B - Draft 2024-25 CDBG Recommendations

No.	Applicant	Activity	City 2024-25 CDBG		
			Staff Funding Recommendations	Human Relations Commission Funding Recommendations	Funding Requested
Public Services (15% of \$454,800)					
1	Community Action Partnership of San Luis Obispo (CAPSLO)	40 Prado Homeless Services Center	\$ 68,220.00	\$ 47,887.00	\$ 85,000.00
2	5 Cities Homeless Coalition (5CHC)	Supportive Housing Services	-	\$ 20,333.00	\$ 20,333.00
SUBTOTAL			\$ 68,220.00	\$ 68,220.00	\$ 105,333.00
Housing and Public Facilities					
3	Housing Authority of San Luis Obispo (HASLO)	Monterey Crossing Housing Project	\$ 295,620.00	\$ 295,620.00	\$ 523,641.00
SUBTOTAL			\$ 295,620.00	\$ 295,620.00	\$ 523,641.00
Administration/Capacity Building (35% of 20% of \$454,800)					
4	City of San Luis Obispo (Note 1)	CDBG Administration	\$ 6,367.20	\$ 6,367.20	\$ 6,367.20
5	City of San Luis Obispo (Note 1)	Capacity Building	\$ 25,468.80	\$ 25,468.80	\$ 25,468.80
SUBTOTAL			\$ 31,836.00	\$ 31,836.00	\$ 31,836.00
TOTAL			\$ 395,676.00	\$ 395,676.00	\$ 660,810.00

NOTES:

- 1 Estimated Funding for CDBG Program Year 2024-25: \$454,800.00 (remove 65% of 20% of total allocation - \$59,124) ($\$454,800 \times .20 = \$90,960$) (\$90,960 split 65/35 = \$59,124 to County and \$31,836 to City)



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF SOCIAL SERVICES
HOMELESS SERVICES DIVISION
2024 NOFA – Housing Application

Please submit Application by email to SS.HomelessGrants@co.slo.ca.us. All submissions must be made electronically, no paper applications will be accepted. Application must be received no later than Sunday, November 5, 2023, at 9 pm.

I. PRIMARY APPLICANT INFORMATION (LEAD AGENCY)

Organization Name	HASLO, SLONP, & The Fort Group
Type of Organization	<input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Gov't/Public <input checked="" type="checkbox"/> Other:
UEI Number	HASLO - # UKM9S21EZ2F1 & SLONP - # DKJWAFNQ2JN4
Contact Person/Title	Ken Litzinger, Director of Finance and CFO
Finance Contact (if different)	Same
Phone Number	805 - 594 - 5304
Email	klitzinger@haslo.org
Address	487 Leff Street
City, State, Zip	San Luis Obispo, CA 93401
Date of Incorporation	HASLO - SLONP 10/15/1991
Is the organization faith-based?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Annual Operating Budget	45,298,000 HASLO, \$11,795,000
Number of Paid Staff	78 HASLO, SLONP 1
Number of Volunteers	8

II. FUNDING DETAILS

Please identify all funding sources being requested: <i>Select all that apply; you will be required to fill out additional details for each source requested.</i> <i>*For tenant-based rental assistance (TBRA), see Public Services application.</i>	<input type="checkbox"/> HOME Investment Partnerships Program (HOME)* <input type="checkbox"/> HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) <input checked="" type="checkbox"/> Community Development Block Grants (CDBG) <input checked="" type="checkbox"/> Title 29 <input type="checkbox"/> Permanent Local Housing Allocation (PLHA)
Total Funding Requested	\$ 523,641

III. APPLICANT CAPACITY

1. Describe the organization's history of receiving and managing grants from County/State/Federal sources.

SLONP, HALSO, and The Fort Group have received and managed grants since both organizations incorporation, which totals over 30 years. There have been a variety of grants received and managed including but not limited to; HOME, CDBG, T-29, Project Homekey, AFH, RDA, CARES, ROSS, Decarbonization, and HTF. To manage the variety of grants, there are systems in place to track and manage regulation compliance and reporting to the respective grantor. As the County knows, some of these grants may be set up as soft loans.

2. Briefly list any recent development projects your organization has proposed, is currently working on, and has completed. (Regardless of funding source)

There are about fifteen (15) projects in the pipeline at various stages. Currently, the Paso Homekey project is being leased up. There are five (5) under construction, including Anderson Hotel, Toscano, and Shell Beach, and Morro Bay Apartments to name a few. Three (3) projects are closing in the next few months, which include Orcutt Road, Bridge Street, and Cleaver and Cleark Commons. And finally at the pre-development stage there are six (6) projects, which, two (2) will be requesting funding in this round.

3. Briefly describe your organization's auditing requirements, including those for the proposed project. (As outlined in 2 CFR § 200.500 and 24 CFR § 5.801)

HASLO administers Federal, State, and Local grants, and has strong systems and controls in place. HASLO will provide the record-keeping services for the project. HASLO & SLONP, undergo annual audits by an independent CPA firm.

4. Describe project staffs' experience with Section 3. (As outlined in 24 CFR Part 75)

Our team has worked with County staff closely over the years to satisfy Section 3 as outlined in 24 CFR Part 75. The Director of Construction ensures that Section 3 language is included in the relevant construction documents and requests for proposals for contractors. Our team also provides the annual reports per the County's request.

5. How will you document and maintain income status or presumed benefit status of each beneficiary in compliance with regulations?

HASLO will perform all income certifications. HASLO has certified compliance specialists on staff with years of experience. At the housing application/intake stage income and asset information will be collected from each client, with back up documentation. Files will be maintained and available for county inspection. HASLO currently performs income and compliance certifications for over 3,000 clients annually.

6. Briefly describe your agency's record keeping system with relevance to the proposed project.

SLONP owns and operates hundreds of deed restricted housing units in San Luis Obispo County. It is accustomed to keeping detailed records regarding income eligibility for all programs. Additionally, HASLO will be the management agent for this housing. HASLO has many years of experience in maintaining record keeping and accounting in conformity with HUD and State regulations. Staff are certified in low-income housing compliance. Projects are audited annually and reports are provided to all funding sources. Detailed accounting records are maintained for all project costs and audited by third party auditing firms.

7. Do you have any funds remaining from prior Fiscal Year allocations? If so, please list the project you received funding for, the fiscal year(s) you received the funding, and the remaining amount(s) for each fiscal year(s).

Yes, there are funds remaining on the following projects however, all the funds are on schedule with commitment and expenditure deadlines:

Under construction - Anderson Hotel: \$2M of ARPA from 2022. 100% drawn

Under construction - Toscano: \$813,738 of CDBG from 2021 and \$142,396 of T-29. Remaining retainer is \$48,370.40

Under construction - Shell Beach: \$249,000 of HOME, \$345,000 HOME ARP, \$250,987 in T-29 from 2022. Tony Navarro didn't want us to draw the entire available amount, so there is \$8,927.10 left to draw as well as retainer of \$41,628.40

Under construction - Morro Bay: \$81,755 of CDBG and \$7,216 of T29 from 2021 – retainer of \$4,449.00

Closing soon - Orcutt Road: \$936,986 of CDBG from 2023

8. How do you plan to fund the operation and maintenance costs (if any) associated with this project? Are these funds available now? If not, when will they be available?

Our submitted project pro forma identifies the expenses (including operation, maintenance costs, etc.) and the revenues (from rent, subsidies, etc.). The major project sponsors require that the project cash flows after debt service is paid. Once the project is built and leased up, the rent and subsidies will cover operations and maintenance. In addition, the lender requires that reserves are set aside on a monthly basis for capital projects over the life of the project.

Does your organization comply with the Generally Accepted Accounting Principles? (As outlined in 2 CFR § 200)

☒ Yes

☐ No

IV. PROPOSED PROJECT and PROJECT DETAILS

Name of proposed project	Monterey Crossing Senior
Project/Program address(es) and/or Accessor's Parcel Number(s)	Project Address: 1480 Monterey St. San Luis Obispo, CA APN(s) 001-137-013
Please attach any maps, pictures, plans, or drawings under the attachments section at the end of the application.	

2024 NOFA – Housing Application

Areas served	<input type="checkbox"/> City of Arroyo Grande <input type="checkbox"/> City of Pismo Beach <input type="checkbox"/> City of Morro Bay <input checked="" type="checkbox"/> City of San Luis Obispo <input type="checkbox"/> Unincorporated community of _____	<input type="checkbox"/> City of Atascadero <input type="checkbox"/> City of Paso Robles <input type="checkbox"/> City of Grover Beach
Number of proposed units created or rehabilitated	56 Created	
For ACQUISITIONS, please answer the following questions.		
What is the proposed purchase amount?	\$4,200,000 est. (total site is \$8M split cost with other phase)	
What is the anticipated escrow closing date?	12/30/2024	
Will residential or commercial occupants be displaced by the project? If yes, will it be temporary or permanent? How long if temporary?	No.	
9. Provide a brief narrative of the proposed project including projected outcomes. How would you describe your project to the public in one paragraph?		
<p>The Monterey Crossing Senior Apartments project consists of 56 100% affordable senior residential units, including one manager's unit. The 56 dwelling units are proposed in one five story elevator served building. The project will feature an onsite community room and parking and secure bicycle storage. The project will benefit from shared amenities from the adjacent 50-unit family affordable project and retail space. The Senior affordable project will feature 30 studios and 26 one-bedroom units including an on-site manager unit.</p>		
10. Describe site and neighborhood standards including proximity to services, transportation, and employment.		
<p>The project site is located in the northern portion of the City within a mixed-use neighborhood comprised of single-family homes and commercial properties. The project site is accessible from Monterey St. Residents will have access to transit options right along Monterey St. and the site is within walking distance of numerous amenities including Grocery, Pharmacy, Parks, Library, Medical and Senior Services. The site slopes uphill from Monterey St. with approximately 11' of elevation difference. The project minimizes potential impacts to and from adjacent properties by locating commercial activities and open space areas towards Monterey Street and residential uses above the commercial towards the center of the property to provide adequate separation from the existing single-family residences in the adjacent R-2 zoning district. The vicinity is developed with a mix of commercial and residential uses that is conducive to a mixed-use project at this location. The project's proposed common area is located along Monterey Street, which is oriented toward the commercial frontage, minimizing potential adverse impacts from non-residential project noise to the adjacent residential neighborhood.</p>		

11. What is the current zoning of the project site? Is the project site zoned correctly for the proposed activity?

The site is zoned C-R & C-R-S (Commercial Retail with a Special Considerations Overlay) . The project has obtained all land use entitlements from the San Luis Obispo Planning Commission for a new 86,180 square foot mixed use project consisting of 56 senior affordable units and 50 family affordable units and 4,336 of commercial space and a three story parking garage and associated various exceptions, concessions and development waivers.

12. If the project is NOT zoned correctly for the proposed activity, provide an explanation of efforts and a timetable to change the zoning or obtain a variance.

N/A

13. State whether or not the necessary permits have been issued. If a permit has not yet been issued, indicate when the permit(s) will be applied for or issued.

The project has received its land use permits. The development team is processing construction documents and anticipates submitting their initial building permit submittal in January 2024 and anticipates building permit issuance by August 2024.

14. Describe how the project will align with a (or multiple) Line(s) of Effort to support the San Luis Obispo Countywide Plan to Address Homelessness (2022-2027).

The project aligns with LOE 1, LOE 1(F)(8), and LOE 4(D)(3).
 (LOE 1, LOE 1(F)(8)) - The project creates new affordable housing and proposes to use CDBG to support affordable housing, while also leveraging tax credits.
 (LOE 4(D)(3)) In addition, the City of San Luis Obispo can pool its CDBG with the County to speed up housing development, and thus in this scenario provide local support to address our funding gap.

Check any specific population(s) expected to be served through this project:

- ☐ Multifamily
- ☒ Age Restricted (including seniors)
- ☐ Persons Experiencing Homelessness
- ☒ Persons with Disabilities
- ☐ Chronically Homeless
- ☐ Veterans
- ☐ Domestic Violence Survivors
- ☐ Unaccompanied Youth (under 25 years of age)

15. Does the proposed project complement and collaborate with existing efforts in the county? If so, please name partner agencies and how they will participate.

The proposed project will complement the county's efforts by providing affordable housing to those that meet the definition of low to moderate income. In our project's case, developing new affordable housing for seniors. The agencies that we collaborate with are a part of the Commission on Aging and include but are not limited to SLO Health Agency, AmeriCorps Seniors, and Adult Services.

16. If the proposed project will serve households experiencing homelessness, describe how the project will coordinate with other homeless service providers to connect individuals experiencing homelessness and families to resources.

No homeless or at risk of homelessness units are tagged in this project at the date of this application.

17. Will the project use a project specific waitlist or coordinated entry? Please describe.

HASLO will use its waiting lists for the units. HASLO will verify the income, using third party documentation acceptable to State HCD, CTCAC, and the County to select eligible tenants.

18. Describe any consultation with local jurisdictions to gain support for the project. Describe any support you have from local jurisdictions.

The City of San Luis Obispo fully supports the project and is actively working to find ways to provide additional funding support. One of the ways includes the City pursuing the creation of a Prohousing designation to support affordable housing projects in State funding applications like AHSC.

19. Describe how you will ensure that the proposed project is accessible to communities of color which are disproportionately impacted by homelessness, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities. If you have previously received a grant to serve any of the affected communities, please provide a brief description of those grant activities and the outcomes you achieved.

HASLO does not discriminate its tenants or potential tenants based on their personal characteristics and protected classes. Our outreach is to all groups. And waiting lists are utilized in numerical order.

2024 NOFA – Housing Application

Has an environmental review been completed (CEQA and/or NEPA)?	<input checked="" type="checkbox"/> Yes – CEQA review complete <input type="checkbox"/> No – CEQA review not complete <input type="checkbox"/> Yes – NEPA review complete <input checked="" type="checkbox"/> No – NEPA review not complete
Has a Phase I or Phase II archeological/historical survey been conducted at the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has a Phase I or Phase II environmental assessment been conducted for the property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
20. List and describe any known hazards (e.g., asbestos, lead-based paint, storage tanks – aboveground, underground). List “N/A” if not applicable.	
Based on the data including past uses which was gathered and reviewed during this Phase I ESA, Haro Environmental identified past underground fuel tanks which we’ re removed and remediation activities which occurred onsite. Haro also completed some additional investigative soil and vapor sampling.	
Is the project on a property designated or been determined to be potentially eligible for designation as a local, state, or national historical site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Are the building(s)/structure(s) located on a historic site or within a local historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Is the project located within a 100-year flood plain?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If YES to the question above, does your organization have flood insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Will demolition be required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are there any existing buildings on the project property that were constructed prior to 1978?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If YES to above, please answer the following questions:	
Has an asbestos risk assessment report(s) been prepared for the building(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the building(s) been abated for asbestos?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has a lead hazard risk assessment report(s) been prepared for the building(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the building(s) been abated for lead paint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will children occupy the building(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IF CHILDREN WILL OCCUPY THE BUILDING, indicate the age range of the children. If no children will occupy the building, select N/A.	Age Range: _____ <input checked="" type="checkbox"/> N/A
If the project includes temporary or permanent relocation of occupants, it is subject to the Uniform Relocation Act (URA). Please indicate whether the URA is applicable to your project.	<input type="checkbox"/> Yes, I have read and understand this requirement. <input checked="" type="checkbox"/> No, this requirement is not applicable.

21. Describe how the project will meet ADA and Section 504 standards for accessibility by the disabled. Describe the methods, funding, and timetable to be utilized to address the problems.

Section 504 (24 CFR Part 8) applies to new construction of multifamily housing with five or more units, or substantial rehabilitation of multifamily housing projects that have 15 or more units.

This new construction project will be designed and constructed to adhere to all Section 504 and ADA requirements. In addition, we will adhere to the provisions of California Building Code Chapter 11(B) regarding accessibility to privately owned housing made available for public use by providing a minimum of 10% of the units with mobility features, and a minimum of 4% of the units with communications features. The project will be elevator served which all units being ADA adaptable.

22. Identify whether or not the site is owned or leased by the applicant. If optioned or owned by another entity, provide their name and contact information.

The site is owned by the Housing Authority of San Luis Obispo.

V. HOME – if requesting HOME funds

Amount of HOME Funds Requested	\$ _____
Estimated number of HOME assisted units	Units: _____
Identify all eligible activities that apply to the proposed project.	<input type="checkbox"/> Acquisition <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Relocation <input type="checkbox"/> Demolition <input type="checkbox"/> Site Preparation (In anticipation of a HOME funded project) <input type="checkbox"/> New Construction <input type="checkbox"/> Multi-Family <input type="checkbox"/> Single Family

2024 NOFA – Housing Application

Please indicate the number and type of units CREATED					
	30% AMI HOME Assisted Units	31% to 50% AMI HOME Assisted Units	51% to 80% AMI HOME Assisted Units	Unrestricted Resident Manager	Total
Zero-Bedroom (Studio)					
One-Bedroom					
Two-Bedroom					
Three-Bedroom					
Total					

For rehabilitation projects, please fill out both tables below. If your project does not include rehabilitation, please skip.

Please indicate below the number and type of EXISTING units:					
	30% AMI HOME Assisted Units	31% to 50% AMI HOME Assisted Units	51% to 80% AMI HOME Assisted Units	Unrestricted Resident Manager	Total
Zero-Bedroom (Studio)					
One-Bedroom					
Two-Bedroom					
Three-Bedroom					
Total					

Please indicate below the proposed number and type of units AFTER rehabilitation:					
	30% AMI HOME Assisted Units	31% to 50% AMI HOME Assisted Units	51% to 80% AMI HOME Assisted Units	Unrestricted Resident Manager	Total
Zero-Bedroom (Studio)					
One-Bedroom					
Two-Bedroom					
Three-Bedroom					
Total					

HOME Matching Funds (25% match required)	
Sources:	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

VI. HOME-ARP – if requesting HOME ARP funds

Amount of HOME-ARP Funds Requested			\$ _____		
Please indicate the number and type of units CREATED					
	30% AMI HOME-ARP Assisted Units	31% to 50% AMI HOME-ARP Assisted Units	51% to 80% AMI HOME-ARP Assisted Units	Unrestricted Resident Manager	Total
Zero-Bedroom (Studio)					
One-Bedroom					
Two-Bedroom					
Three-Bedroom					
Total					



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF SOCIAL SERVICES
HOMELESS SERVICES DIVISION

2024 NOFA – Public Services Application

Please submit Application by email to SS.HomelessGrants@co.slo.ca.us. All submissions must be made electronically, no paper applications will be accepted. Application must be received no later than Sunday, November 5, 2023, at 9 pm.

I. PRIMARY APPLICANT INFORMATION (LEAD AGENCY)

Organization Name	5CITIES HOMELESS COALITION
Type of Organization	<input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Gov't/Public <input type="checkbox"/> Other:
UEI Number	KR8JGGKBKEP9
Contact Person/Title	Janna Nichols, Executive Director
Finance Contact (if different)	
Phone Number	805-574-1638
Email	janna.nichols@5chc.org
Address	P.O. Box 558 (100 S. 4th St)
City, State, Zip	Grover Beach, CA 93483
Date of Incorporation	March 3, 2009
Is the organization faith-based?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Annual Operating Budget	\$6,406,867
Number of Paid Staff	35
Number of Volunteers	150

II. FUNDING DETAILS

Please identify all funding sources being requested: <i>Select all that apply; you will be required to fill out additional details for each source requested.</i>	<input checked="" type="checkbox"/> Community Development Block Grants (CDBG) <input checked="" type="checkbox"/> Emergency Solutions Grants (ESG) <input type="checkbox"/> Permanent Local Housing Allocation (PLHA) <input checked="" type="checkbox"/> HOME Investment Partnership Program (TBRA ONLY) <input checked="" type="checkbox"/> County General Funds Support (GFS)
Total Funding Requested	\$ 407,358

III. APPLICANT CAPACITY

1. Describe the applicant's history of receiving and managing grants from County/State/Federal sources.

Currently 5CHC is contracted through 36 local, federal and state grants to provide more than \$6 million in services. Through multiple grant monitoring activities to review 5CHC program and expenditure compliance for all local, state and federal grants, 5CHC has consistently received high praise for program quality and outcomes; reporting; compliance; and timeliness; and has never received a significant finding in an audit. Through CARES Act CV funds, 5CHC expended more than \$5 Million in services and facility development since 2021, including subcontracting with multiple other providers and ensuring their compliance.

5CHC is timely in providing required reports and its billing process, meeting all required expenditure deadlines. 5CHC's outcomes consistently exceed agreed upon program metrics. Please note the various attachments we have included under section 10: policies, procedures, intake forms, file check lists, outcomes and program reports.

2. Briefly describe your organization's auditing requirements, including those for the proposed project. (As outlined in 2 CFR § 200.500)

The rules governing ESG require that 5CHC, as a subrecipient, comply with all applicable federal laws, statutes, and regulations (which include but are not limited to the ESG Program Interim Rule (24 CFR Part 576) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). 5CHC annually engages an independent audit, and beginning in 2021-22 (due to increased federally sourced income) underwent a more rigorous Single Audit (attached). 5CHC's Single Audit for 2022-23 currently in process, and expected to be completed by Dec. 31, 2023.

3. Describe how the organization participates in HMIS, Coordinated Entry, and the San Luis Obispo County Continuum of Care.

5CHC has participated in HMIS since 2014 and has dedicated staff to this fulfill this activity in addition to program staff. In the past year more than 5 5CHC staff members have worked with the County to assess and invest in a new HMIS system, including the current implementation task force. The agency's Executive Director is currently serves on HSOC, and its committees and served on the steering committee for the County's Homeless Services Strategic Plan and the County's HMIS Restructuring Steering Committee .

Beginning in 2019 5CHC joined with CAPSLO to participate in Coordinated Entry as a key intake partner. Annually 5CHC has far exceeded the number of CE's completed per contract requirements. To date for the current fiscal year (first 5 months), 5CHC has completed more than 200 CE intakes.

5CHC has also invested in the development of a secure document sharing system, ShareFile, to enable inter-agency service coordination and referral to 5CHC's housing support programs.

4. Briefly describe your agency's record keeping system with relevance to the proposed project.	
<p>5CHC employs a dedicated HMIS Data Manager to ensure quality compliance and track client outcomes. This position is supported with three finance employees, including one charged with Grants Management for accountability of expenses and fulfillment of grant commitments. The agency's Associate Director is responsible for authorizing all funding requests and reporting on program outcomes. With each program activity case managers report to a Program Manager for supervision and oversight; including client eligibility and case file review . The agency's Executive Director is directly engaged in initial program development, and efforts to provide services on a regional basis.</p>	
5. Describe the organization's experience delivering related programs/projects.	
<p>5Cities Homeless Coalition has successfully provided rapid re-housing and homeless prevention programs since 2015. Through CARES Act CV funds, 5CHC will invested more than \$900,000 last fiscal year in RRH and HP activities. Currently 5CHC is under contract or has been awarded 13 local, state and federal grants to provide RRH and HP services.</p>	
6. Identify all budgeted funds for homelessness-related services and housing opportunities.	
<p><i>Include leveraged funding in the budget attachment to exhibit financial sustainability of the project beyond the grant term if awarded.</i></p>	
<ul style="list-style-type: none"> • Funds Requested (Amount and Source): ESG \$151,945; HOME \$81,531; GFS \$81,549; CDBG – AG \$13,095, Atas \$4,667, MB \$3,500, PR, \$16,333, PB \$5,238, SLO \$20,333, County \$29,167 • Leveraged funds: 5CHC Match \$151,945; \$20,382.75; Additional Local Grants & Contributions \$200,000 	
Does your organization comply with the Generally Accepted Accounting Principles?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

IV. PROPOSED PROJECT and PROJECT DETAILS

Name of proposed project	San Luis Obispo County Rapid Re-Housing/Homeless Prevention
Project/Program address(es)	100 S. 4th Street, Grover Beach, CA 93433

2024 NOFA – Public Services Application

Areas served	<input type="checkbox"/> City of Arroyo Grande <input type="checkbox"/> City of Pismo Beach <input type="checkbox"/> City of Morro Bay <input type="checkbox"/> City of San Luis Obispo <input type="checkbox"/> Unincorporated communities of _____	<input type="checkbox"/> City of Atascadero <input type="checkbox"/> City of Paso Robles <input type="checkbox"/> City of Grover Beach <input checked="" type="checkbox"/> Countywide
7. Provide a brief narrative of the proposed project including projected outcomes. <i>How would you describe your project to the public in one paragraph?</i>		
<p>5CHC's Housing Program braids available funding sources and with multiple sources of funds, 5CHC is able to target funds with differing eligibility criteria in order to maximize their use to serve those with the highest needs and greatest number possible. 5CHC's housing and stabilization services including landlord cultivation, case management support, and subsistence payments for rent, application fees and deposits to individuals, following a coordinated entry assessment and progressive engagement model. With these activities we will work to quickly identify and resolve barriers to gaining or maintaining housing.</p>		
8. Is this effort new, continuing, or expanding? Please describe.		
<p>This is a continuing effort. 5CHC has been successfully administering Rapid Re-housing and Homeless Prevention programs since 2015. 5CHC is currently under contract or has been awarded more than 10 local, state, and federal grants to provide RRH and HP services.</p>		
9. Describe how the project will align with the Lines of Effort to support the San Luis Obispo Countywide Plan to Address Homelessness (2022-2027). List and describe as many that are applicable.		
<p>The proposed project directly supports the following Lines of Effort:</p> <p>Line of Effort 2: Focus efforts to reduce or eliminate the barriers to housing stability for those experiencing homelessness or at risk of homelessness, including prevention, diversion, supportive services, and housing navigation efforts.</p> <p>Line of Effort 3: Improve and expand data management efforts through HMIS and coordinated entry system to strengthen data-driven operational guidance and strategic oversight.</p> <p>5CHC actively participates in HMIS and Coordinated Entry and seeks to support efforts through accurate and timely data collection to inform data-drive operation guidance and determine program success.</p>		
Check any specific population(s) expected to be served through this project:	<input checked="" type="checkbox"/> Adults with children <input checked="" type="checkbox"/> Adults without children <input checked="" type="checkbox"/> Elderly/Senior <input checked="" type="checkbox"/> Parenting Youth <input checked="" type="checkbox"/> Chronically Homeless <input checked="" type="checkbox"/> Veterans <input checked="" type="checkbox"/> Domestic Violence Survivors <input checked="" type="checkbox"/> Persons with Disabilities <input checked="" type="checkbox"/> Unaccompanied Youth (under 25 years of age) <input checked="" type="checkbox"/> Individuals with Co-occurring Disorders (Substance Use and Mental Health)	

10. How does your program/service complement and collaborate with existing efforts in the County? Describe how the program/project will increase capacity of services/housing for persons experiencing homelessness and at-risk persons in the County.

5CHC Homeless Services program is integrated in the local Continuum of Care, focusing on collaboration and strategic action. 5CHC is a key participant in the Coordinated Entry System receiving referrals community partners throughout the compendium of services. Additionally, 5CHC staff participate in HSOC at all levels and regularly participate in evidence-based trainings (Mental Health First Aid, etc.) 5CHC also has a program of providing staff trainings monthly with other service professionals and partner agencies. 5CHC seeks to streamline services through collaborative work with service providers throughout the County. By coordinating efforts and providing consistent services throughout the County, 5CHC ensures the ability to maximize resources and prevent duplication of services and benefits.

11. Describe any consultation with local jurisdictions to gain support for the project. Describe any support you have from local jurisdictions.

While 5CHC did not secure letters of support for this application, each City in the County (with the exception of Atascadero) has supported 5CHC RRH and HP activities through its CDBG allocation. In addition the Cities in South County (A.G., GB, and PB) each contribute through other grant or GF support.

12. Name partner agencies as applicable and describe how they will be participating in the delivery of the proposed activity.

5CHC engages with a broad spectrum of community partners to assist those needing housing assistance. In particular 5CHC, ECHO and CAPSLO, as part of the coordinated entry system. However, with the influx of COVID funding the last two years, 5CHC has built an even more extensive referral network consisting over more than 10 partner agencies, including CAPSLO, ECHO, Transition Mental Health Association, the Housing Authority of San Luis Obispo, Lumina Alliance, San Luis Obispo Legal Assistance Foundation, and Family Resource Centers throughout the County. 5CHC has become the hub for Rapid Re-housing and Homeless Prevention services, serving clients from San Miguel to Cambria to Nipomo with the help of our partners. Agencies refer prospective clients to be screened for eligibility for for RRH/HP assistance through 5CHC; this referral network has allowed us to maximize our resources, coordinate efforts, and avoid duplication of services and benefits.

13. Describe how you will ensure that the proposed project is accessible to communities of color which are disproportionately impacted by homelessness, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities. If you have previously received a grant to serve any of the affected communities, please provide a brief description of those grant activities and the outcomes you achieved.

5CHC has a policy of promoting inclusiveness and diversity to enrich its programmatic effectiveness. 5CHC's has a strong record of collaborating across systems to identify and serve those most in need by partnering with diverse community groups. 5CHC is a member of the Diversity Coalition San Luis Obispo County. 5CHC is currently participating with the Central Coast Regional Equity Initiative, under the leadership of the Community Foundation and the UCSB Blum Center. As an example, 5CHC partnered in the 2020 Census, was a member of the County's COVID Task Force, and currently partners with UndocuSupport fund - in each case joining a robust network of public and private agencies to reach these same hard-to-reach populations.).

**Indicate the predicted performance outcomes listed below.
If not applicable, mark N/A or zero.**

Number of unsheltered persons to become sheltered:	N/A
Number of people experiencing homelessness to be entering permanent housing:	40 HH
Number of people experiencing Chronic Homelessness served:	
Number of persons At-Risk of Homelessness served:	22 HH
Number of Unaccompanied Youth served:	
Number of Youth At-Risk of Homelessness served:	
Number of persons in families with children served:	
Total:	62 HH
Number of persons to be served by facility or program during the program year:	N/A

V. CDBG – if requesting CDBG funds

Amount of CDBG Funds Requested	\$ 92,333	
Please indicate the amount you are requesting for each jurisdiction	<input type="checkbox"/> Arroyo Grande	\$ 13,095
	<input type="checkbox"/> Atascadero	\$ 4,667
	<input type="checkbox"/> Morro Bay	\$ 3,500
	<input type="checkbox"/> Paso Robles	\$ 16,333
	<input type="checkbox"/> Pismo Beach	\$ 5,238
	<input type="checkbox"/> San Luis Obispo	\$ 20,333
	<input type="checkbox"/> County	\$ 29,167

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Estimated number of unduplicated persons or households to benefit from CDBG funds	Persons: <u>37</u> Households: <u>16</u>
Please select the national objective that best applies to the proposed project.	<input checked="" type="checkbox"/> Low/Moderate Income <input type="checkbox"/> Urgent Need (e.g., after a natural disaster)
LOW/MODERATE INCOME Select which criteria the proposed project intends to qualify under to meet the Low/Moderate Income objective	<input type="checkbox"/> Area Benefit <input checked="" type="checkbox"/> Low/Moderate Income Clientele <input type="checkbox"/> Limited Clientele <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Jobs/Micro-Enterprises <input type="checkbox"/> N/A – Low Moderate Income NOT Selected
Identify all eligible activities that apply to the proposed project.	<input type="checkbox"/> Public Services (General) <input type="checkbox"/> Operating Costs of Homeless/AIDS Patients Programs <input type="checkbox"/> Senior Services <input type="checkbox"/> Handicapped Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Youth Services <input type="checkbox"/> Transportation Services <input type="checkbox"/> Substance Abuse Services <input type="checkbox"/> Services for Battered and Abused Spouses <input type="checkbox"/> Crime Awareness or Neighborhood Cleanups <input type="checkbox"/> Fair Housing Activities <input type="checkbox"/> Tenant/Landlord/Housing Counseling <input type="checkbox"/> Child Care Services <input type="checkbox"/> Health Services <input type="checkbox"/> Services for Abused and Neglected Children <input type="checkbox"/> Mental Health Services <input checked="" type="checkbox"/> Subsistence Payments, Homeless Assistance, Rental Housing Subsidies or Security Deposits <input type="checkbox"/> Job Training and Job Placement Services <input type="checkbox"/> Assistance to microenterprises (technical assistance, business support services, and other similar services to owners of microenterprises or persons developing microenterprises)
14. Explain how the proposed project meets the selected National Objective.	
<p>Assistance will be provided to benefit a clientele who are generally presumed by HUD to be principally L/M income persons - those who are homeless. This population is among those who are currently presumed by HUD to be made up principally of L/M income persons: Reference: §570.208(a)(2)(i)(A)</p> <p>Additionally, as some assistance will be provided to those of imminent threat of homelessness, 5CHC's program additionally requires information on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the L/M income limit. Reference: §570.208(a)(2)(i)(B) and (C)</p>	

15. Will the services offered by your organization increase or expand as a result of CDBG assistance? If yes, explain.

Based on our request of \$92,333 compared to a current grant of \$41,871; we anticipate serving not less than 10 additional households. Our current contract calls for serving 6 households with \$41,871. With the \$50,000 increase requested, we seek to provide assistance to not less than 16 households. That said, our track record to maximize use of these funds has traditionally resulted in actual outcomes more than 30% above goal. With these funds, we would seek to do the same, while ensuring that families housing is stabilized and they have the resources to maintain their housing.

16. If your project serves any of the presumed benefit populations under the Low/Moderate Income national objective, please describe how the project will directly benefit the populations identified.

Through the Coordinated Entry assessment, clients are asked whether they are homeless, length of time homeless, etc.

VI. ESG – if requesting ESG funds

Amount of ESG Funds Requested	\$ 151,945	
Identify all eligible activities and their amounts that apply to the proposed project		
<input type="checkbox"/> Emergency Shelter	\$ _____	Approximate Persons Served: _____
<input type="checkbox"/> Street Outreach	\$ _____	Approximate Persons Served: _____
<input checked="" type="checkbox"/> Rapid Re-Housing	\$ 69,487	Approximate Persons Served: 26
<input checked="" type="checkbox"/> Homeless Prevention	\$ 68,557	Approximate Persons Served: 14
<input checked="" type="checkbox"/> HMIS	\$ 13,901	

2024 NOFA – Public Services Application

17. ESG Matching Funds (1:1 match required)	
Sources:	
PRIVATE CASH DONATIONS	\$ 151,945
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

VII. PLHA – if requesting PLHA funds

Amount of PLHA Funds Requested	\$ _____
Estimated number of unduplicated persons or households to benefit from PLHA funds	Persons: _____ Households: _____
Identify all eligible activities that apply to the proposed project.	<input type="checkbox"/> Rapid Re-housing <input type="checkbox"/> Rental Assistance <input type="checkbox"/> Supportive/Case Management <input type="checkbox"/> Operating and Capital Costs for Navigation Centers <input type="checkbox"/> Operating and Capital Costs for Emergency Shelters <input type="checkbox"/> Operating and Capital Costs for New Construction, Rehabilitation, and Preservation of Permanent and Transitional Housing

18. Describe all eligible activities that apply to the proposed project.

Must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

VIII. HOME – if requesting HOME funds (TBRA ONLY)

Amount of HOME Funds Requested	\$ <u>81,531</u>	
Estimated number of unduplicated persons or households to benefit from HOME funds	Persons: <u>32</u> Households: <u>14</u>	
Provide proposed funding amounts and approximate number of households to be served:		
<input checked="" type="checkbox"/> Rental Subsidy	\$ <u>40,526</u>	Approximate Persons Served: <u>16</u>
<input type="checkbox"/> Utility Subsidy	\$ _____	Approximate Persons Served: _____
<input checked="" type="checkbox"/> Security and Utility Deposits	\$ <u>41,005</u>	Approximate Persons Served: <u>16</u>
19. Please describe your organization's client application, intake, and preliminary assessment process.		
<i>Please provide a sample of client intake documents, as applicable, in the attachments section.</i>		
<p>5CHC is a member of the Coordinated Entry collaborative, a system utilized by Homeless Service Providers throughout the County that provides a standardized intake assessment and referrals to ensure a more consistent and streamlined experience for those seeking services. During this initial intake, clients complete a comprehensive needs assessment, identify barriers to employment or housing, and develop an immediate action plan. Additionally, this assessment provides an opportunity to identify what services or resources a client is already connected to in an effort to reduce duplication of services. Clients are screened for homeless status (homeless certification forms) and income eligibility.</p>		

20. Describe your organizational collaboration with other local organizations to assist TBRA income eligible households.

5CHC engages with a broad spectrum of community partners to provide housing assistance. In particular 5CHC, ECHO and CAPSLO, as part of the coordinated entry system. Additionally, 5CHC has built an even more extensive referral network consisting over more than 10 partner agencies, including CAPSLO, ECHO, Transition Mental Health Association, the Housing Authority of San Luis Obispo, Lumina Alliance, San Luis Obispo Legal Assistance Foundation, and Family Resource Centers throughout the County. 5CHC has become the hub for Rapid Re-housing and Homeless Prevention services, serving clients from San Miguel to Cambria to Nipomo with the help of our partners. Agencies refer prospective clients to be screened for eligibility for for RRH/HP assistance through 5CHC; this referral network has allowed us to maximize our resources, coordinate efforts, and prevent duplication of services and benefits.

HOME Matching Funds (25% match required)

Sources:

Private Cash Donations	\$ 20,382.75
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

IX. GFS – if requesting GFS funds

Amount of GFS Funds Requested	\$ <u>81,549</u>
Estimated number of unduplicated persons or households to benefit from GFS funds	Persons: <u>32</u> Households: <u>14</u>
Identify all eligible activities that apply to the proposed project.	<input type="checkbox"/> Emergency Shelters <input type="checkbox"/> Warming Centers <input type="checkbox"/> Safe Parking <input type="checkbox"/> Street Outreach <input type="checkbox"/> Essential Services for Persons Experiencing Homelessness <input checked="" type="checkbox"/> Tenant Based Rental Assistance (TBRA)

21. Describe all eligible activities that apply to the proposed project.

5CHC seeks to administer TBRA funds to eligible residents throughout SLO County. 5CHC has administered homeless prevention programs, including subsistence payments and rental subsidies for many years. However, in recent years, rising rental costs have impacted local residents that are median wage earners. 5CHC is no longer just seeing extremely low income households seeking assistance and served through ESG HP, but rather low-moderate wage earners are seeking our assistance daily. It is vital we are able to provide quick and early intervention to these households; the majority are able to stabilize within 3 months of TBRA assistance.

X. Attachments

Attachment A – Budget, Leveraged-Funds, and Budget Narrative (Required)

Please attach a Budget and Budget Narrative for the project for which you are applying. The budget narrative should include FTEs to be provided. Please include the value of any matching funding.

Attachment B – Timeline (Required)

Attach a timeline for key steps of project implementation.

Attachment C – Most Recent Audit (Required)

Attachment D – Proof of Active SAM.gov Registration (Required)

Attachment E – Incorporation Documents (Required)

Attachment F – CDBG Acknowledgements (Required if Applicable)

Attachment G – Organization Mission Statement (Required)

Attachment H – Match Certification Letter (if applicable)

1:1 match required for ESG; 25% match required for HOME TBRA

Attachment I – Client Intake Forms (if applicable)

Attachment J – Letters of Support (Optional)

Please attach any letters of support or commitment from local governments or community partners.

Attachment K – Supplemental Answers to Questions (Optional)

If you need more room to answer any of the application questions, please attach additional information here. Include the question number for each question being answered.

For other additional or optional attachments, please label them clearly (e.g. Attachment L – “Title”).

XI. APPLICATION SUBMISSION:

Applications and accompanying documents are due to Homeless Services Division, Department of Social Services by 9:00 pm on November 5, 2023.

Electronic Copy – email to SS.HomelessGrants@co.slo.ca.us

Subject line: 2024 NOFA Public Services Application – (Applicant Name)



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF SOCIAL SERVICES
HOMELESS SERVICES DIVISION

2024 NOFA – Public Services Application

Please submit Application by email to SS.HomelessGrants@co.slo.ca.us. All submissions must be made electronically, no paper applications will be accepted. Application must be received no later than Sunday, November 5, 2023, at 9 pm.

I. PRIMARY APPLICANT INFORMATION (LEAD AGENCY)

Organization Name	Community Action Partnership of San Luis Obispo County, Inc.
Type of Organization	<input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Gov't/Public <input type="checkbox"/> Other:
UEI Number	95-2410253
Contact Person/Title	Elizabeth "Biz" Steinberg, Chief Executive Officer
Finance Contact (if different)	Joan Limov, Chief Financial Officer
Phone Number	805-544-4355
Email	esteinberg@capslo.org
Address	1030 Southwood Drive
City, State, Zip	San Luis Obispo, CA 93401
Date of Incorporation	December 9, 1965
Is the organization faith-based?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Annual Operating Budget	101,736,376
Number of Paid Staff	950
Number of Volunteers	216

II. FUNDING DETAILS

Please identify all funding sources being requested: <i>Select all that apply; you will be required to fill out additional details for each source requested.</i>	<input checked="" type="checkbox"/> Community Development Block Grants (CDBG) <input checked="" type="checkbox"/> Emergency Solutions Grants (ESG) <input checked="" type="checkbox"/> Permanent Local Housing Allocation (PLHA) <input type="checkbox"/> HOME Investment Partnership Program (TBRA ONLY) <input checked="" type="checkbox"/> County General Funds Support (GFS)
Total Funding Requested	\$ 819,985

III. APPLICANT CAPACITY

1. Describe the applicant's history of receiving and managing grants from County/State/Federal sources.

In addition to the majority of the agency's funding through the federal Office of Head Start, CAPSLO has long history of receiving and managing grants to address unmet needs for the homeless. It has annually received the following County of SLO grants: CDBG since 2002, ESG funding since 2004, General Fund since 2012, and more recently Coordinated Entry, CESH, and PLHA grants.

As the county's designated Community Action Agency, CAPSLO receives State funding through the Community Services Block Grant from the CA Community Services District.

In 2017, CAPSLO was awarded a federal Substance Abuse and Mental Health Services Administration (SAMHSA) grant for providing services to dual-diagnosed, chronically homeless individuals in its SLO-Hub program, one of only 20 grants awarded nationally and was cited as a national "best practice" by SAMHSA.

2. Briefly describe your organization's auditing requirements, including those for the proposed project. (As outlined in 2 CFR § 200.500)

CAPSLO undergoes an agency-wide, rigorous audit process annually by the firm of Brown Armstrong Certified Public Accountants. The process includes inquiry and observation to understand and evaluate CAPSLO's internal controls, confirmations, interim testing and compliance audits, and substantive procedural analysis. Critical audit areas include compliance with federal and state awards, expenses for program and support services, accounts payable and accrued liabilities, program revenue and unearned deferred revenue, cash, property and equipment, and long-term debt.

A summary of the audit is formally presented by Brown Armstrong to both the Audit and Finance Committees of the Board, as well as the full Board of Directors and senior management. Additionally, CAPSLO Homeless Services participates in County of San Luis Obispo CDBG and other HUD program reviews and desk audits as required.

3. Describe how the organization participates in HMIS, Coordinated Entry, and the San Luis Obispo County Continuum of Care.

CAPSLO has participated in HMIS since its inception, often taking a leadership role in assisting other agencies as they have joined in recent years. Each agency currently has a license for operation and trained program staff. In 2023, CAPSLO, in partnership with SLO County CoC, transitioned all Coordinated Entry System (CES) activities from the CAPSLO internal database (ClientTrack) to the SLO CoC HMIS system. CAPSLO is the current Management Entity for the SLO CoC CES, and has served as the Management Entity since 2016.

In 2023 CAPSLO, in partnership with SLO CoC and the other two agencies in CES (5CHC & ECHO) committed to a universal intake process to better serve clients and improve data entry standards. CAPSLO began taking on CES matching in 2023, providing structure, accountability, and clarity to the housing process in SLO CoC's CES. CAPSLO is committed to the newly formed Ad Hoc Committee. The Director of Homeless Services at CAPSLO is serving as the chair of this committee and as Chair of the Services HSOC committee.

4. Briefly describe your agency's record keeping system with relevance to the proposed project.

CAPSLO participates in the County's Homeless Management Information System (HMIS) as required, and also utilizes its own database, Client Track, to collect client data that does not require HMIS entry, such as the CenCal-funded Recuperative Care Programming, and to keep and store client files that include demographic data (race/ethnicity, gender, age, disability and military status), family information (household size and income), attendance, services accessed, individual daily client activities and incidents, services provided, meals, and referrals.

5. Describe the organization's experience delivering related programs/projects.

CAPSLO has taken the lead in pioneering many collaborative and innovative projects to address unmet needs for the homeless, and is the lead agency in the Coordinated Entry and CESH programs, working in collaboration other agencies. In 2016, it initiated the Recuperative Care Program, providing respite care and medical case management for medically fragile homeless individuals released from local hospitals. CAPSLO has expanded its programming to meet the needs of the county, and expanded its outreach teams from one staff in 2021 to six staff in 2023. CAPSLO operates one of the largest homeless services team in the county and the largest sheltering program in the SLO CoC since 2018.

6. Identify all budgeted funds for homelessness-related services and housing opportunities.

Include leveraged funding in the budget attachment to exhibit financial sustainability of the project beyond the grant term if awarded.

Approximately half of CAPSLO Homeless Services' \$2 million 2023 budget is received from various local government grants; the remainder is private donations, Friends of 40 Prado fundraising, and corporate giving. A \$5 million grant from the Day One Foundation in 2022 is restricted for housing families, who comprise only 20% of all shelter clients, leaving a gap for shelter operations. CAPSLO still struggles with sustaining the growing operations of the 40 Prado Homeless Services Center. With an increase in homelessness, foundational, continuing, local government funding only meets 50% of operational expenses. Donor fatigue and donor competition for homeless services are causing other private sources of revenue, such as Friends of 40 Prado fundraising, to decrease.

Does your organization comply with the Generally Accepted Accounting Principles?

☒ Yes ☐ No

IV. PROPOSED PROJECT and PROJECT DETAILS

Name of proposed project	Prado Homeless Services Center
Project/Program address(es)	40 Prado Rd. San Luis Obispo, CA 93401

2024 NOFA – Public Services Application

Areas served	<input type="checkbox"/> City of Arroyo Grande <input type="checkbox"/> City of Pismo Beach <input type="checkbox"/> City of Morro Bay <input checked="" type="checkbox"/> City of San Luis Obispo <input type="checkbox"/> Unincorporated communities of _____	<input type="checkbox"/> City of Atascadero <input type="checkbox"/> City of Paso Robles <input type="checkbox"/> City of Grover Beach <input checked="" type="checkbox"/> Countywide
7. Provide a brief narrative of the proposed project including projected outcomes. <i>How would you describe your project to the public in one paragraph?</i>		
<p>The Prado Homeless Services Center (Prado HSC) in San Luis Obispo offers an access center and emergency shelter services, meals, showers, health screenings at the CHC on-site clinic, services to dual-diagnosed individuals, recuperative care for those recently released from the hospital, animal kennels, a community garden, laundry, internet access, and a mail and message center to facilitate job and housing searches. Case managers and staff assist clients in creating individualized plans with set goals and objectives to obtain housing and self-sufficiency.</p>		
8. Is this effort new, continuing, or expanding? Please describe.		
<p>The effort is both continuing and expanding with a new approach. Please see Attachment K, Supplemental Answers.</p>		
9. Describe how the project will align with the Lines of Effort to support the San Luis Obispo Countywide Plan to Address Homelessness (2022-2027). <i>List and describe as many that are applicable.</i>		
<p>The activities and services of the Prado Homeless Services Center align with all six Lines of Effort to support the Countywide Plan to Address Homelessness (2022-2027). Please see Attachment K, Supplemental Answers, CAPSLO Lines of Effort Alignment.</p>		
Check any specific population(s) expected to be served through this project:	<input checked="" type="checkbox"/> Adults with children <input checked="" type="checkbox"/> Adults without children <input checked="" type="checkbox"/> Elderly/Senior <input checked="" type="checkbox"/> Parenting Youth <input checked="" type="checkbox"/> Chronically Homeless <input checked="" type="checkbox"/> Veterans <input checked="" type="checkbox"/> Domestic Violence Survivors <input checked="" type="checkbox"/> Persons with Disabilities <input checked="" type="checkbox"/> Unaccompanied Youth (under 25 years of age) <input checked="" type="checkbox"/> Individuals with Co-occurring Disorders (Substance Use and Mental Health)	

10. How does your program/service complement and collaborate with existing efforts in the County? Describe how the program/project will increase capacity of services/housing for persons experiencing homelessness and at-risk persons in the County.

CAPSLO has a long-standing tradition of partnering with organizations to enhance, not duplicate, services. With the commitment to providing participants with easier access to care, CAPSLO has worked diligently to collaborate with service providers to bring necessary services on-site. As previously noted, CAPSLO is the Lead Agency in Coordinated Entry and frequently contracts with ECHO, SLOLAF and 5CHC. CAPSLO's commitment to and role within CES has allowed it to align programming changes with the strategic goals of the SLO CoC. Specifically, CAPSLO created a universal intake process in HMIS for CES and has increased its CES enrollments by over 100% in the first half of the CES grant year. More specifically to this proposed program, CAPSLO operates the largest shelter program in SLO County, frequently providing shelter for 130-150 households through hoteling, shelter beds at Prado HSC, and the Overflow and Warming Center Programs. Without proper funding, this critical resource will not be able to continue to operate at capacity and will increase the amount of households experiencing unsheltered homelessness in SLO CoC.

11. Describe any consultation with local jurisdictions to gain support for the project. Describe any support you have from local jurisdictions.

CAPSLO Homeless Services Division works with the Cities of Pismo Beach and San Luis Obispo to support their efforts in addressing homelessness. Currently, the City of Pismo Beach funds a small grant to support general operations at the Prado Homeless Services Center. The City of San Luis Obispo, in addition to its CDBG allocation, also supports homeless services operations through its General Fund for Safe Parking and Warming Center, as well as homeless prevention through the Human Relation Commission's Grants-in-Aid. The Downtown SLO Association funds a part-time homeless services outreach worker to cover the downtown corridor.

12. Name partner agencies as applicable and describe how they will be participating in the delivery of the proposed activity.

In addition to THMA and HASLO, CAPSLO refers appropriate clients to other organizations for support services, including Food Bank, HomeShare SLO, Los Osos Cares, Paso Cares, the SLO Legal Assistance Foundation, SLO Bangers, Asset Support Network, Community Counseling Center, Community Health Centers, CenCal Health, County Departments of DSS, Behavioral Health, and Drug and Alcohol Services, and Family Resource Centers throughout the county.

CAPSLO also works closely with the county-wide Community Action Teams (CAT), and in particular, the SLO City CAT, that has provided tremendous assistance in helping individuals divert back to their family when appropriate. Adult Protective Services has also played a vital role in personally accompanying frail individuals back to their homes if needed, in order to ensure a safe and smooth transition. CAPSLO staff identify the best options for the most complicated and challenging situations presented and most often this includes extensive partnerships with other organizations.

13. Describe how you will ensure that the proposed project is accessible to communities of color which are disproportionately impacted by homelessness, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities. If you have previously received a grant to serve any of the affected communities, please provide a brief description of those grant activities and the outcomes you achieved.

From its beginnings at a Nipomo Head Start Center in 1965, CAPSLO has championed cultural competency with policies, procedures and staff in place to work with clients that speak different languages and have cultural practices different from the majority population. More than half of agency staff are Hispanic/Latinx, many of whom are bilingual, and 70% of CAPSLO clients are Latinx. CAPSLO's board of directors and board committees reflect the racial and ethnic population of the community it serves. The Homeless Services Division serves disproportionately impacted communities at or exceeding the county's Census count, and utilizes bilingual staff and agency translation services to address disparities in languages and culture.

**Indicate the predicted performance outcomes listed below.
If not applicable, mark N/A or zero.**

Number of unsheltered persons to become sheltered:	500
Number of people experiencing homelessness to be entering permanent housing:	60
Number of people experiencing Chronic Homelessness served:	220
Number of persons At-Risk of Homelessness served:	80
Number of Unaccompanied Youth served:	10
Number of Youth At-Risk of Homelessness served:	20
Number of persons in families with children served:	160
Total:	1050
Number of persons to be served by facility or program during the program year:	700

V. CDBG – if requesting CDBG funds

Amount of CDBG Funds Requested	\$ 170,035	
Please indicate the amount you are requesting for each jurisdiction	<input type="checkbox"/> Arroyo Grande	\$ 0
	<input type="checkbox"/> Atascadero	\$ 0
	<input type="checkbox"/> Morro Bay	\$ 0
	<input type="checkbox"/> Paso Robles	\$ 0
	<input type="checkbox"/> Pismo Beach	\$ 0
	<input type="checkbox"/> San Luis Obispo	\$ 85,000
	<input type="checkbox"/> County	\$ 85,000

2024 NOFA – Public Services Application

Estimated number of unduplicated persons or households to benefit from CDBG funds	Persons: <u>800</u> Households: <u>N/A</u>
Please select the national objective that best applies to the proposed project.	<input checked="" type="checkbox"/> Low/Moderate Income <input type="checkbox"/> Urgent Need (e.g., after a natural disaster)
LOW/MODERATE INCOME Select which criteria the proposed project intends to qualify under to meet the Low/Moderate Income objective	<input type="checkbox"/> Area Benefit <input checked="" type="checkbox"/> Low/Moderate Income Clientele <input type="checkbox"/> Limited Clientele <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Jobs/Micro-Enterprises <input type="checkbox"/> N/A – Low Moderate Income NOT Selected
Identify all eligible activities that apply to the proposed project.	<input checked="" type="checkbox"/> Public Services (General) <input checked="" type="checkbox"/> Operating Costs of Homeless/AIDS Patients Programs <input type="checkbox"/> Senior Services <input type="checkbox"/> Handicapped Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Youth Services <input type="checkbox"/> Transportation Services <input type="checkbox"/> Substance Abuse Services <input type="checkbox"/> Services for Battered and Abused Spouses <input type="checkbox"/> Crime Awareness or Neighborhood Cleanups <input type="checkbox"/> Fair Housing Activities <input type="checkbox"/> Tenant/Landlord/Housing Counseling <input type="checkbox"/> Child Care Services <input type="checkbox"/> Health Services <input type="checkbox"/> Services for Abused and Neglected Children <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Subsistence Payments, Homeless Assistance, Rental Housing Subsidies or Security Deposits <input type="checkbox"/> Job Training and Job Placement Services <input type="checkbox"/> Assistance to microenterprises (technical assistance, business support services, and other similar services to owners of microenterprises or persons developing microenterprises)
14. Explain how the proposed project meets the selected National Objective.	
<p>The proposed project meets the National Objective because 100% of the beneficiaries of the proposed activities will be Low/Moderate income persons. The specific group of persons the proposed project will serve are homeless persons. CAPSLO requests documentation of family/individual income for clients of the 40 Prado Homeless Services Center. This meets the CDBG primary National Objective, since more than 70% of funds received will be expended on activities that benefit Low/Moderate income clients.</p>	

15. Will the services offered by your organization increase or expand as a result of CDBG assistance? If yes, explain.

Services will expand as a result of CDBG funding. A nutritious hot dinner and full breakfast is served 365 days per year at the Prado HSC, while daily lunch is provided by the volunteers at People's Kitchen, with support from CAPSLO kitchen staff. Several attempts were made at organizing volunteers to provide the dinner meal. However, even the same organizations that contribute to People's Kitchen came up short on volunteers for dinner, citing the volunteers' own family dinner preparation or conflicts leaving work before 5 pm to get to the shelter. Many times scheduled volunteers failed to show, causing CAPSLO to purchase dinner, such as pizza, at the last minute. Over time, the costs of depending on volunteers outweighed the costs of hiring cooks and purchasing bulk food and receiving bulk donations from Food Bank. CAPSLO currently is serving over 300 meals on a daily basis and fully anticipates that need to grow over the next year. CAPSLO is requesting funding to expand the kitchen staff that support the meals served 365 days per year. Funding will cover 2 full-time cooks and 1 full time kitchen supervisor, plus fringe.

16. If your project serves any of the presumed benefit populations under the Low/Moderate Income national objective, please describe how the project will directly benefit the populations identified.

The Prado Homeless Services Center directly benefits low-income and very low-income populations who are homeless by providing shelter, providing basic needs such as showers and meals, and engaging them in a partnership with community outreach programs to set them on a path to housing. CAPSLO's system of diversion and case management ensures that homeless individuals across the county are connected to social security benefits, physical and behavioral health care, community resources, available employment training and workforce development programs, and other supportive services that promote long-term health and housing stability.

VI. ESG – if requesting ESG funds

Amount of ESG Funds Requested	\$ 100,000	
Identify all eligible activities and their amounts that apply to the proposed project		
<input checked="" type="checkbox"/> Emergency Shelter	\$ 100,000	Approximate Persons Served: 500
<input type="checkbox"/> Street Outreach	\$ 0	Approximate Persons Served: 0
<input type="checkbox"/> Rapid Re-Housing	\$ 0	Approximate Persons Served: 0
<input type="checkbox"/> Homeless Prevention	\$ 0	Approximate Persons Served: 0
<input type="checkbox"/> HMIS	\$ 0	

2024 NOFA – Public Services Application

17. ESG Matching Funds (1:1 match required)	
Sources:	
Donations, Fundraising, and Foundation contributions	\$ 100,000
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$ 100,000

VII. PLHA – if requesting PLHA funds

Amount of PLHA Funds Requested	\$ 249,950
Estimated number of unduplicated persons or households to benefit from PLHA funds	Persons: 730 Households: N/A
Identify all eligible activities that apply to the proposed project.	<input checked="" type="checkbox"/> Rapid Re-housing <input checked="" type="checkbox"/> Rental Assistance <input checked="" type="checkbox"/> Supportive/Case Management <input checked="" type="checkbox"/> Operating and Capital Costs for Navigation Centers <input checked="" type="checkbox"/> Operating and Capital Costs for Emergency Shelters <input type="checkbox"/> Operating and Capital Costs for New Construction, Rehabilitation, and Preservation of Permanent and Transitional Housing

18. Describe all eligible activities that apply to the proposed project.

Must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

Emergency Shelter and Supportive Case Management - PLHA funding totaling \$171,435 will support 3.45 FTE and fringe of Homeless Services Workers who will work with clients on their Individual Housing Plans and prepare them and their paperwork to enter case management. PLHA funding will also cover .8 FTE of a Case Manager's salary and fringe, who will ensure that shelter participants are working on and meeting their goals, and connecting them to wraparound services. Funding will also support .10 FTE of the Homeless Services Director salary and fringe, who will supervise both the Homeless Services Worker and the Case Manager.

Rental Assistance - \$60,000 of PLHA funding will be allocated to client housing support, usually in the form of security deposits, and/or first month's rent. These funds are paid directly to the landlord by CAPSLO.

VIII. HOME – if requesting HOME funds (TBRA ONLY)

Amount of HOME Funds Requested	\$ <u>N/A</u>	
Estimated number of unduplicated persons or households to benefit from HOME funds	Persons: <u>N/A</u> Households: <u>N/A</u>	
Provide proposed funding amounts and approximate number of households to be served:		
<input type="checkbox"/> Rental Subsidy	\$ <u>0</u>	Approximate Persons Served: <u>N/A</u>
<input type="checkbox"/> Utility Subsidy	\$ <u>0</u>	Approximate Persons Served: <u>N/A</u>
<input type="checkbox"/> Security and Utility Deposits	\$ <u>0</u>	Approximate Persons Served: <u>N/A</u>
19. Please describe your organization's client application, intake, and preliminary assessment process.		
<i>Please provide a sample of client intake documents, as applicable, in the attachments section.</i>		
N/A		

20. Describe your organizational collaboration with other local organizations to assist TBRA income eligible households.

N/A

HOME Matching Funds (25% match required)
Sources:

N/A

\$ 0

\$

\$

\$

\$

\$

\$

\$

Total \$ 0

IX. GFS – if requesting GFS funds

Amount of GFS Funds Requested	\$ <u>300,000</u>
Estimated number of unduplicated persons or households to benefit from GFS funds	Persons: <u>700</u> Households: <u>N/A</u>
Identify all eligible activities that apply to the proposed project.	<input checked="" type="checkbox"/> Emergency Shelters <input checked="" type="checkbox"/> Warming Centers <input checked="" type="checkbox"/> Safe Parking <input checked="" type="checkbox"/> Street Outreach <input checked="" type="checkbox"/> Essential Services for Persons Experiencing Homelessness <input type="checkbox"/> Tenant Based Rental Assistance (TBRA)

21. Describe all eligible activities that apply to the proposed project.

Activities funded by GFS will be shelter staff positions to support the Warming Center and Safe Parking. The Warming Center operated 60 nights last year during inclement weather, a significant increase from the prior year. The Prado HSC operates well over capacity every night, with at least 15 cots added to the dining room to accommodate participants. During the winter months, that dining room overflow expands to 40-50 cots. Increasing the number of participants increases the need for Homeless Shelter Workers, who also oversee the Safe Parking sites.

X. Attachments

Attachment A – Budget, Leveraged-Funds, and Budget Narrative (Required)

Please attach a Budget and Budget Narrative for the project for which you are applying. The budget narrative should include FTEs to be provided. Please include the value of any matching funding.

Attachment B – Timeline (Required)

Attach a timeline for key steps of project implementation.

Attachment C – Most Recent Audit (Required)

Attachment D – Proof of Active SAM.gov Registration (Required)

Attachment E – Incorporation Documents (Required)

Attachment F – CDBG Acknowledgements (Required if Applicable)

Attachment G – Organization Mission Statement (Required)

Attachment H – Match Certification Letter (if applicable)

1:1 match required for ESG; 25% match required for HOME TBRA

Attachment I – Client Intake Forms (if applicable)

Attachment J – Letters of Support (Optional)

Please attach any letters of support or commitment from local governments or community partners.

Attachment K – Supplemental Answers to Questions (Optional)

If you need more room to answer any of the application questions, please attach additional information here. Include the question number for each question being answered.

For other additional or optional attachments, please label them clearly (e.g. Attachment L – “Title”).

XI. APPLICATION SUBMISSION:

Applications and accompanying documents are due to Homeless Services Division, Department of Social Services by 9:00 pm on November 5, 2023.

Electronic Copy – email to SS.HomelessGrants@co.slo.ca.us

Subject line: 2024 NOFA Public Services Application – (Applicant Name)



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF SOCIAL SERVICES
HOMELESS SERVICES DIVISION
2024 NOFA – Administrative

Please submit Application by email to SS.HomelessGrants@co.slo.ca.us. All submissions must be made electronically, no paper applications will be accepted. Application must be received no later than Sunday, November 5, 2023, at 9 pm.

I. PRIMARY APPLICANT INFORMATION (LEAD AGENCY)

Organization Name	City of San Luis Obispo
Type of Organization	<input type="checkbox"/> Non-Profit <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Gov't/Public <input type="checkbox"/> Other:
UEI Number	VCUGK243NQ71
Contact Person/Title	Owen Goode, Assistant Planner
Finance Contact (if different)	Emily Jackson, Finance Director
Phone Number	(805) 781-7576
Email	ogoode@slocity.org
Address	919 Palm Street
City, State, Zip	San Luis Obispo, CA, 93401
Date of Incorporation	1/1/1856
Is the organization faith-based?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Annual Operating Budget	\$91,992,693
Number of Paid Staff	425+
Number of Volunteers	350+

II. FUNDING DETAILS

Please identify all funding sources being requested: <i>CDBG is the only eligible funding for Administrative</i>	<input checked="" type="checkbox"/> Community Development Block Grants (CDBG)
Total Funding Requested	\$ 6,367.20

III. PROPOSED PROJECT

Check one box corresponding to your proposed project:	<input checked="" type="checkbox"/> Administration (24 CFR 570.206) <input type="checkbox"/> Planning and Capacity Building (24 CFR 570.205)
1. Provide a brief narrative of the proposed project and how funds will be used for administration or planning and capacity building.	
<p>Staff will use CDBG funds for Program Administrative Costs as allowed under § 570.206 of Title 24. Staff will use the method of monitoring the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. Assignments included in this application include but may not be limited to the following: Providing local officials and citizens with information about the program; Preparing program budgets and schedules, and amendments thereto; Developing systems for assuring compliance with program requirements; Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities; Monitoring program activities for progress and compliance with program requirements; Preparing reports and other documents related to the program for submission to HUD; Coordinating the resolution of audit and monitoring findings; Evaluating program results against stated objectives; and Managing or supervising persons whose primary responsibilities with regard to the program include such assignments.</p>	

IV. Attachments

Attachment A - Most Recent Audit (Required)

Attachment B - Proof of Active SAM.gov Registration (Required)

Attachment C – CDBG Acknowledgements (Required)

For other additional or optional attachments, please label them clearly (e.g. Attachment D – “Title”).

V. APPLICATION SUBMISSION:

Applications and accompanying documents are due to Homeless Services Division, Department of Social Services by 9:00 pm on November 5, 2023.

Electronic Copy – email to SS_HomelessGrants@co.slo.ca.us

Subject line: 2024 NOFA Admin Application – (Applicant Name)



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF SOCIAL SERVICES
HOMELESS SERVICES DIVISION
2024 NOFA – Administrative

Please submit Application by email to SS.HomelessGrants@co.slo.ca.us. All submissions must be made electronically, no paper applications will be accepted. Application must be received no later than Sunday, November 5, 2023, at 9 pm.

I. PRIMARY APPLICANT INFORMATION (LEAD AGENCY)

Organization Name	City of San Luis Obispo
Type of Organization	<input type="checkbox"/> Non-Profit <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Gov't/Public <input type="checkbox"/> Other:
UEI Number	VCUGK243NQ71
Contact Person/Title	Owen Goode, Assistant Planner
Finance Contact (if different)	Emily Jackson, Finance Director
Phone Number	(805) 781-7576
Email	ogoode@slocity.org
Address	919 Palm Street
City, State, Zip	San Luis Obispo, CA, 93401
Date of Incorporation	1/1/1856
Is the organization faith-based?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Annual Operating Budget	\$91,992,693
Number of Paid Staff	425+
Number of Volunteers	350+

II. FUNDING DETAILS

Please identify all funding sources being requested: <i>CDBG is the only eligible funding for Administrative</i>	<input checked="" type="checkbox"/> Community Development Block Grants (CDBG)
Total Funding Requested	\$ 25,468.80

III. PROPOSED PROJECT

Check one box corresponding to your proposed project:	<input type="checkbox"/> Administration (24 CFR 570.206) <input checked="" type="checkbox"/> Planning and Capacity Building (24 CFR 570.205)
1. Provide a brief narrative of the proposed project and how funds will be used for administration or planning and capacity building.	
<p>Under this application, staff will continue to implement Program 1.7 from the 6th Cycle Housing Element which directly benefits homeless and low-income individuals by continuing to support local and regional solutions to homelessness by funding supportive programs, services, and housing solutions. Staff will also continue to implement Program 8.11 from the Housing Element which requires the City's Housing Policies and Programs team to continue to provide resources that support local and regional solutions to meet the needs of homeless. Staff will also continue to support, jointly with other agencies, shelters and programs, for the homeless and displaced individuals. These policies are specifically implemented through the City's Homelessness Response Strategic Plan adopted by City Council in 2023.</p>	

IV. Attachments

Attachment A - Most Recent Audit (Required)

Attachment B - Proof of Active SAM.gov Registration (Required)

Attachment C – CDBG Acknowledgements (Required)

For other additional or optional attachments, please label them clearly (e.g. Attachment D – “Title”).

V. APPLICATION SUBMISSION:

Applications and accompanying documents are due to Homeless Services Division, Department of Social Services by 9:00 pm on November 5, 2023.

Electronic Copy – email to SS_HomelessGrants@co.slo.ca.us

Subject line: 2024 NOFA Admin Application – (Applicant Name)



Council Agenda Correspondence

DATE: February 20, 2024

TO: Mayor and Council

FROM: Greg Hermann, Deputy City Manager

VIA: Derek Johnson, City Manager

SUBJECT: Item # 6d. Authorization to Execute a Five-Year Lease Agreement with Ubeo for Replacement and Maintenance of Copier Equipment

Staff received the following questions, regarding the proposed lease agreement with Ubeo. The questions are below with staff's response shown in italics:

- 1) Question: How can the City piggyback on a Shasta County agreement for copier purchases and services?

Answer: The City's Municipal Code ([03.24.060](#)) allows for cooperative purchasing which gives the City the ability to "piggyback" onto contracts already in place with other government agencies. In this case, the Shasta Union High School District went through a competitive RFP process that yielded the most favorable terms for these services, and Ubeo agreed to make those terms available to all local governments.

- 2) Question: Has it been deemed more cost effective to lease versus purchase these types of machines?

Answer: Yes, staff analyzed the current cost to own copier equipment versus lease and the proposed lease agreement is the most cost effective option.. The presented solution will not require additional capital funding associated with an ownership option and is cost neutral with the existing budget.



Department: Information Technology
Cost Center: 1101
For Agenda of: 2/20/2024
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Rebecca Cox, Business Analyst

SUBJECT: AUTHORIZATION TO EXECUTE A CONTRACT FOR COPY MACHINES AND SERVICES WITH UBEQ

RECOMMENDATION

1. Authorize the City Manager to execute a five-year lease agreement with Ubeo for replacement and maintenance of copier equipment; and
2. Waive formal bids and authorize use of Shasta Union High School District R6 – 2020 Master Enabling Agreement to procure this purchase as allowed under 03.24.060E of the City of San Luis Obispo Municipal Code.

POLICY CONTEXT

Per the Purchasing Policy, purchases greater than \$200,000 must come before City Council for approval. Waiving formal bids and authorizing the use of the Shasta Union High School District (SUHSD) R6 – 2020 Master Enabling Agreement (Attachment A) to procure this purchase is consistent with City Purchasing Policy, Section 204: No-Bid Purchasing, and Municipal Code Section 03.24.060E, which permits staff to dispense with bidding requirements, "when the purchase will be made cooperatively with one, or more, other units of government, or from a local dealer within the city limit that can provide the same brand, model and configuration of item(s) identified in the cooperative purchase agreement(s) at or below the cooperative purchasing net cost within the same terms and conditions."

DISCUSSION

Background

The Cannon ImageRunner 5250 copiers purchased in 2014 were deemed end-of-life as of December 1, 2023. After nearly a decade in service the machines will no longer be able to receive updates, and production for replacement parts will cease. This proposal will replace the remaining ten Cannon 5200 series copiers and refresh eight additional aging machines in the fleet. The additional model replacements are scheduled for replacement parts to be discontinued in June and December of 2024 (Attachment B).

Item 6d

Industry standard lifecycle for a copier is five years, with print volume playing a significant role in the equation. All copiers slated for replacement in the table below have exceeded the standard lifecycle.

Number	Department	Address	Acquisition Date	Model	Replacement
1	Attorney	990 Palm St	2014 October	IR 400IF	529iF
2	City Clerk	990 Palm St	2013 May	IR C5250	C3926i
3	Community Development	919 Palm St	2014 October	IR C5250	C3926i
4	Community Development	919 Palm St	2014 October	IR C5235A	C3926i
5	Finance and IT	990 Palm St	2013 July	IR C5250	C3926i
6	Parks and Recreation	1341 Nipomo St	2014 October	IR C5250	C5840i
7	Fire Station 1	2160 Santa Barbara Ave	2015 October	IR C5235A	C3926i
8	Human Resources	994 Mill St	2014 October	IR C5235A	C3926i
9	Police	1042 Walnut St	2014 October	IR 400IF	529iF
10	Police	1016 Walnut St	2014 October	IR 400IF	529iF
11	Police	1042 Walnut St	2014 October	IR 400IF	4935i
12	Police	1042 Walnut St	2014 October	IR C5235A	C3926i
13	Public Works	25 Prado Rd	2014 October	IR C2225B	C3926i
14	Public Works	919 Palm St	2014 October	IR C5250	C3926i
15	Public Works	25 Prado Rd	2017 March	IR C250IF	C259iF
16	Utilities	879 Morro St	2014 October	IR C5235A	C3926i
17	Utilities	108 13th St	2015 October	IR C3325I	C259iF
18	Utilities	1900 Stenner Creek Rd	2015 October	IR C3325I	C3926i

An analysis of the copiers due for replacement was conducted to inform on the copier needs of the organization moving forward. Print data pulled from the past five years revealed relatively minimal change in printing activity. A period of lower print demand aligned with the onset of COVID-19 in early 2020, with activity levels resuming incrementally until reaching pre-COVID averages approximately 12 months following the initial drop. Copier models and features are right sized for each office; the main unit of the copier dictates print copy speed, print sizes, cassettes, and software features; additional features such as cassette feeding (adding additional front loading paper supply), staple finisher, inner finisher, 2/3-hole puncher and G3 fax board are all selected and configured to the uses of the individual workgroups and location.

Replacing the aging equipment also supports sustainability goals; a combination of fusing technologies and lower-melting-point toner minimizes power requirements and helps achieve low energy consumption. The selected models are Energy Star certified, and rated EPEAT® Gold. EPEAT Gold identifies that products meet a demanding set of criteria for sustainability leadership in electronics.

Under the Shasta Union High School District Enabling Agreement, Ubeo's pricing and services are made available to all local government entities. Staff finds that the terms of that agreement are acceptable to the City, and "piggybacking" onto that agreement will result in cost savings to the City for these services.

Previous Council or Advisory Body Action

On September 2, 2014, City Council approved the lease financing proposal for computer and copier acquisitions and related documents ([09/02/2014 – Item C7](#)). At that time, the lease purchase of 17 copiers was approved; of which, the majority of these copiers have remained in service for the city and are now due for replacement.

Public Engagement

This item is on the agenda for the February 20, 2024, City Council meeting and will follow all the required posting and notification. The public may comment on this item at or before the meeting.

CONCURRENCE

The Finance Department concurs with the recommendations.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended actions in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes

Funding Identified: Yes

Budget Year: 2023-24

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$56,000 ¹	\$0	\$0	\$56,000
State				
Federal				
Fees				
Other:				
Total	\$56,000	\$0	\$0	\$56,000

The city budgets \$56,000 annually for print service, maintenance, and replacements, supporting 30 machines citywide. The projected total expense over the five-year lease stands at around \$240,000, calculated based on the average monthly usage per machine at the new rates. The total comprises lease payments of approximately \$134,000 and an estimated \$106,000 for service and usage charges over the next five years. Through the process of cost allocation non-general fund programs participate in the overall cost sharing of the print service and hardware. The cost of leasing the copiers for the remainder of FY 2023-24 is estimated at \$8,000, which is already included in the FY 2023-24 adopted budget. There will be no significant impacts to the budget from this agreement. The lease cost is offset from the reduction in copy rates derived from the efficiencies of the new machines. On average, black, and white copy rates dropped .72%, from a range of \$0.009958 - \$0.021864 to \$0.009000, and color copies reduced 3.22%, from \$0.086438 - \$0.132201 to \$0.057000, culminating in an estimated annual savings of approximately \$14,500.

ALTERNATIVES

1. ***Do not approve the lease of copiers.*** This is not recommended as the machines are deemed end of support, and end of life. In the event there is a hardware issue with end-of-life units, the ability to repair, or feasible cost to repair is not guaranteed.
2. ***Purchase versus lease copiers.*** To purchase the copiers requires \$110,000 in capital not currently allocated in the budget. Additional funds would be required beyond the forecasted service and maintenance costs programmed in the budget.

ATTACHMENTS

A – Shasta Union High School District SUHSD R6 – 2020 Master Enabling Agreement
 B – San Luis Obispo City Cannon Copier End of Life Dates

¹ 23-25 Adopted Financial Plan; \$46,000 Finance Support Services, \$10,000 Information Technology Network Services

**SHASTA UNION HIGH SCHOOL DISTRICT
R6 RFP Contract 2020**

Master Enabling Agreement SUHSD R6-2020


THIS AGREEMENT, made and entered into this June 10th, 2020, in the City of Redding, California, county of Shasta by and between the Shasta Union High School District, and Ray Morgan Company LLC a Ubeo Company, hereafter called Contractor. The length of this agreement is for a period of five (5) years, starting on June 10th, 2020 and terming on June 10th, 2025.

Shasta Union High School District may, at its option, whole or in part, extend or renew the agreement for an additional five (5) one-year periods after June 10th 2025.

This contract signed by the awarded contractor and with submitted pricing from the contractor will serve as a contract between Shasta Union High School District and the contractor.

Shasta Union High School District Board, on June 10th, 2020 selected and approved Ray Morgan Company LLC a Ubeo Company, public bid response to SUHSD R6 -2020 Office Equipment and services RFP. All products, pricing and services offered by the Contractor in the RFP submission shall be made available to the following: all public California educational organizations to include the California Community Colleges (CCC), K-12 Schools Districts, all local government entities at the city and county levels, non-profit groups, religious organizations, and government funded medical providers.

Shasta Union High School District



Signatory

Title: Superintendent

Date: 6/10/20



Signatory

Title: PRESIDENT

Date: 6/9/20

A. Qualification of Responders - Mandatory

The intent of this solicitation is to provide Shasta Union High School District with a successful implementation of the program for **technology office equipment and related technology, software and services** as specified. The school district believes that the supplier's previous experience, financial capability, expertise of its personnel, and related factors are important in assessing the responder's potential to meet the goals and objectives of the program. Accordingly, prospective responders must conform to the following minimum qualification standards and provide the required information in order to be considered for award.

1. For each Response Option specified below, responders must have verifiable successful experience in the last three (3) years in providing the range of products and services specified in this RFP as a primary vendor for at least three (3) accounts of similar size (or larger), complexity, and business volume. References are preferred to be accounts that are located within the geographical region (within 100 miles) of Shasta Union High School District. Responders must include with their proposal the company name, address, contact name and phone number, and brief description of reference accounts meeting this criteria as specified in Section III, Paragraph F of the RFP.
2. Responder's proposals must include at least one model for each copier segment as specified in Section III, Paragraph C (Required Products), Paragraph R (Minimum Digital Copier Requirements) and attached Pricing Schedules that meets and/or exceeds minimum requirements for each segment.
3. Responders must submit financial statements for the past two (2) years (or equivalent data) in order to establish its financial capability to provide the required products and services on a long-term contract basis.
 - A. Monthly billing; Electronic data capture utility; Monthly service reporting are all requirements for the contract.
 - B. Shasta Union High School District will **NOT** accept third party financing (this includes copiers).
 - C. SUHSD wants a single monthly billing statement per location that shall cover all product segments and shall consist of: (1) A summary of applicable monthly charges; (2) A detailed volume and resulting charge by departmental billing code and by device installed in each site or department (SHASTA UNION HIGH SCHOOL DISTRICT); and (3) An electronic comma delimited file (.csv) containing all of the key information.
4. Responders must be able to demonstrate and show evidence of having the capability to provide the required products and services by possessing adequate available resources, including personnel and warehouse/distribution facilities, product line, order processing and delivery capabilities, maintenance, support systems, organization structure, operation controls, quality control, and other related factors.
5. Responders must be the original equipment manufacturers (OEM) or authorized by the original equipment manufacturer to sell and service the products proposed as a result of this RFP. Only new OEM Parts and supplies will be allowed.
6. Responders **must** possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP in the state of California.
7. The Responder shall maintain Comprehensive General Liability insurance in the amount of not less than \$1,000,000 Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any sub-Supplier or anyone directly or indirectly employed by either of them. A separate General Aggregate limit shall apply to this project. The Supplier shall maintain Business Automobile Liability Insurance in the amount of not less than \$1,000,000 for each occurrence for bodily injury and property damages. The coverage shall be for "any auto" (including owned, non-owned, and hired vehicles). The certificate of insurance coverage shall name the Shasta Union High School District as additional insured. An original Additional Insured Endorsement signed by an authorized insurance company representative and certificates of insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work. Certificates shall be kept current for the duration of any resultant Contract.

Initials 

In addition to the information required above, Shasta Union High School District may request additional information either from the responder or others, and may utilize site visits and responder presentations, as reasonably required by the school district to verify the responder's ability to successfully meet the requirements of this RFP. Shasta Union High School District also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports, for further indications of the responder's ability.

B. Proposal Format Guidelines

Responders must submit their proposals in the format presented in this part. The entire Proposal must be submitted in hard copy, in addition, Pricing Schedules (Attachments 1-4) must be submitted electronically on USB Drive in Excel as provided. Proposals are to use the same section titles used below for ease of evaluation. Proposals must provide a complete response to all requirements stated in the RFP. Incomplete proposals are subject to disqualification. The Proposal shall be signed by an Officer or employee duly authorized to legally bind the entity submitting the Proposal. Proposals shall be complete, submitted in the prescribed format or on forms provided, and comply with the specifications and all legal requirements. All information furnished on the signed original copy of your response shall be typewritten or written in ink.

1. Statement of Company Background

Responders shall provide an introduction and general description of the company's background, nature of business activities, and experience in providing office equipment and related services.

2. Management Overview

This section should present the responder's understanding of the major objectives of the RFP and the responder's approach to fulfilling the RFP requirements.

3. Vendor Qualification And Experience

This section should contain the required qualification information specified in 'Qualification of Responder (Paragraph I above). Please describe your capabilities associated as it relates to proposed technologies and how these might benefit Shasta Union High School District.

4. Vendor Organization and Staffing

This section should describe the responder's organization and representation team. The narrative should include the name of staff, their background and qualifications, and their role in providing representation to Shasta Union High School District.

5. Responses To Program Requirements

Responders are to provide a complete response to each of the numbered requirements included in Sections III, IV, and V of the RFP. Responders should be concise in responding to the requirements.

6. Supplemental Information

This section provides responders an opportunity to inform Shasta Union High School District of the other services and/or products that may be relevant.

7. Price Quotation

Responders are to provide a price quotation in the form and format described in Section III.

Initials 

C. Proposal Evaluation and Contract Award

This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable District policies and State of California law. Shasta Union High School District reserves the right to withdraw this Request for Proposal at any time or not award. All documents submitted to District on behalf of this RFP will become the exclusive property of the Shasta Union High School District and will not be returned.

Any contract resulting from this Request for Proposal will be awarded to the responsive and responsible responder whose proposal, in the opinion of the Shasta Union High School District, offers the greatest benefit to the District when considering the total value, including, but not limited to, the quality of products and service and total cost (including prompt payment discounts, trade-ins, upgrades, available volume discounts, shipping and other miscellaneous charges).

Shasta Union High School District reserves the right to make an award in whole or in part.

The Shasta Union High School District reserves the right to award to one of the three (3) lowest responsible bidders per (Public Contract Code section 20118.1 and Education Code section 81645.)

Proposals will be evaluated by the District Evaluation team using a quality points system. The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the Districts program requirements for office equipment. In addition to materials provided in the proposals, the office equipment commodity team may utilize site visits, oral presentations, product testing, additional material/ information, or references from the supplier and others.

All products, pricing and services offered in the RFP and by the Contractor shall be made available to the following: (aka "piggybacking" (**Educ. Code § 17595; Pub. Cont. Code §§ 20118, 20652, 20653; Gov't Code § 14931.**) all public educational organizations to include all Colleges, Community Colleges (CCC) and Universities, TK-12 Schools Districts, all local government entities at the city and county levels, non-profit groups, religious organizations, and government funded medical providers. These organizations have the right to purchase off the winning contract if they wish, but are not obligated to purchase any items in the RFP if they choose not to.

Shasta Union High School District reserves the right to withdraw or modify this RFP before the closing date without cause. All participating responders will be notified in the instance of withdrawal or modification.

All proposals will be reviewed and evaluated on the following:

Phase One Evaluation:

Compliance with submittal requirements Including, but not limited to:

0 Points

- Response proposal submittal date/time
- Minimum content and format

If a proposal fails to meet the above criteria, it may be eliminated from further consideration.

Phase Two Evaluation:

Proposals will be evaluated for overall quality, clarity, and concise presentation. It will be presumed that the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the vendor's overall quality assurance standards to be used in support of the contract.

Proposals will be reviewed, evaluated, and points assigned based on the following criteria:

A. Vendor Qualifications, Experience, Resources & References

25 Points

Evaluation considerations will include, but not be limited to:

- How experienced and qualified the vendor is in providing **office equipment and related technology and services**
- Local resources available to implement and support our District's current and future technology needs
- Stability of company
- Customer references

Initials



B. Proposed Multi-Functional Devices, Printers and Optional Accounting/Tracking Systems**25 Points**

Evaluation considerations will include, but not be limited to:

- How well the proposed devices meet the required and desired specifications
- How well the accounting/tracking system meets the required and desired specifications
- Whether District preferred features and functionality or add-ons are available
- How well the proposed systems integrate with District technology

C. Implementation, Conversion, Transition, Training & Marketing Plans**10 Points**

Evaluation considerations will include, but not be limited to:

- How well the proposed implementation, training and marketing plans meet District needs (Initial and on-going)
- How experienced the vendor is in performing like installations, training and marketing
- How well the plans meet the District's timelines

D. On-Going Maintenance and Support for Copiers, Printers & Account/Tracking System, Including Relocation, Placement and Removal of Devices**15 Points**

Evaluation considerations will include, but not be limited to:

- How well the proposed maintenance/support meets the needs of the District
- How extensive maintenance and support is
- Response time commitments of vendor
- Resource commitment to Shasta Union High School District (including personnel)

E. Accessibility Compliance**5 Points**

Evaluation considerations will include, but not be limited to:

- How compliant vendor's proposed equipment is to Section 508 of the Rehabilitation Act of 1973 requirements
- Commitment of vendor and equipment manufacture in efforts to develop equipment accessible to persons with disabilities

F. Sustainability Compliance**10 Points**

Evaluation considerations will include, but not be limited to:

- Use of recycled goods in equipment components
- Capability of equipment to utilize environmentally friendly supplies (e.g. recycled paper, toner packaging made of recycled content, toner that is non-hazardous/non-toxic to environment, etc.)
- Energy Star rated equipment

G. Costs**25 Points****H. Related Technologies****25 Points**

Shasta Union High School District is interested in partnering with a vendor that can supply some or all of the following related technologies. For evaluation purposes the ability to provide these technologies combined with scoring criteria of A-G described above for these technologies, will determine point totals for this section

Shasta Union High School District is looking for vendors to demonstrate their ability to offer other technology solutions that complement the above described core solutions and can benefit Shasta Union High School District such as:

- Visual Communications
- Managed IT Solutions
- ECM (Electronic Content Management)
- Other Technology Solutions that may benefit Shasta Union High School District

Initials

Phase Three Evaluation:**1. Presentation/Demonstration****10 Points**

After initial scoring, Shasta Union High School District may, but is not required to, invite the companies receiving the highest points to provide a demonstration of their proposed solutions and answer questions regarding their submittal. The number of companies invited to make a presentation will be at the discretion of the District. The District may also invite district users to provide input on the functionality, ease-of-use of the proposed equipment, etc.

Further reference checks may be made, and additional financial documentation may be requested and evaluated to determine financial responsibility of responders.

TOTAL AVAILABLE POINTS (for all three phases)**155 Points****D. Rejection of Proposals**

Shasta Union High School District reserves the right to reject all proposals. (53 Cal. Jur. 3d, Public Works and Contracts, 26; 64 Am. Jur. 2d Public Works Contracts, § 75.)

Shasta Union High School District reserves the right to reject proposals, which are non-responsive, including, without limitation, proposals, which contain the following defects:

1. Late or incomplete proposals;
2. Failure to conform to the rules or requirements contained in the Request for Proposal;
3. Failure to sign the proposal;
4. Proof of collusion among responders, in which case all proposals involved in the collusive action will be rejected;
5. Noncompliance with applicable law, unauthorized additions or deletions, conditional responses, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning;
6. Provisions reserving the right to accept or reject an award, or to enter into a contract containing terms and conditions that are contrary to those in the RFP solicitation.

E. Proposal Preparation Costs

All costs incurred in the preparation and submission of proposals and related documentation, including responder presentation to Shasta Union High School District, will be borne by the responder.

F. Proposal Acceptance Period

"Acceptance Period" as used in this provision, means the number of calendar days available to the Shasta Union High School District for awarding a contract. All responses shall remain available for the district's acceptance for a minimum of 120 days following the RFP closing date.

G. Initial Contract Term

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of five (5) years.

Initials



H. Optional Renewal Term(s)

Shasta Union High School District may, at its option, extend or renew the agreement for an additional five (5) one-year periods.

All responses, supporting materials, and related documentation will become the property of the district.

This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by Shasta Union High School District for any purpose other than evaluation of responder's approach, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION"

All information submitted as part of the response must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made.

Should a request be made of the school district for information that has been designated as confidential by the responder and on the basis of that designation, the district denies the request for information, the responder shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

I. Errors and Omissions

If the responder discovers any discrepancy, error, or omission in this RFP or any Exhibits attached, Shasta Union High School District should be notified immediately and a written clarification/notification will be issued to all responders who have been furnished a copy of this RFP for bidding purposes. No responder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the district was not notified and a response provided.

All legal matters pertaining to this contract will be handled in the county where the purchasing organization resides. This includes all copier contracts and/or leases on equipment.

Initials

J. Protests by Bidders

A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy or the bid's specifications or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five business days after opening of bids. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract. Any bidder submitting a Bid Proposal may file a protest of the District's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the District (e-mail is not acceptable), before 4 p.m. of the fifth business day following bid award.
2. A \$10,000 check (made payable to SUHSD) to be deposited with the Shasta Union High School District. Upon resolution of the dispute legal or otherwise the deposit will be returned.
3. The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Deputy Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Deputy Superintendent, Business Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Governing Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Deputy Superintendent, Business Services or his/her designee. Action by the District's Governing Board relative to a bid award shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Governing Board. The rendition of a written statement by the Deputy Superintendent, Business Services (or his/her designee) and action by the District's Governing Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals.
6. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

Initials



SECTION II: OFFICE EQUIPMENT PROGRAM REQUIREMENTS

This section sets forth specific product and service requirements for Shasta Union High School District program for office equipment and related technology. Responder proposals must address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and the responders approach to fulfilling the requirements.

A. Pricing Options

As previously stated, the District wishes to consider alternative methods of acquisition of Office Equipment and Related Technology. The District reserves the right to select for award the Option(s), which is in the sole opinion of Shasta Union School District, in its best interest.

Option 1: Purchase

Shasta Union High School District may buy Multi-Functional Devices, Laser Printers and Accounting/Tracking System (and Related Technologies) from the successful responder. The successful responder will provide its products and services in accordance with the requirements of this RFP. The title for the purchased products will be transferred to the district.

Option 2: Fair Market Value Lease

Shasta Union High School District may lease Multi-Functional Devices, Laser Printers and Accounting/Tracking System (and Related Technologies) from the successful responder based on the following lease terms:

- 3-year
- 4-year
- 5-year

The successful responder will provide its products and services in accordance with the requirements of this RFP. Your proposal must include in detail your company's terms and conditions for lease renewal/extensions. **Shasta Union High School District will not accept third party financing (this includes copiers).**

Initials



B. Required Products

1. Multi-Functional & Print Devices required within this RFP are categorized based on speed as follows:

- Categories 1-6 must be A3 (11x17 Capabilities)
- Category 1 11-20 ppm (N/A)
- Category 2 21-30 cpm (copies/pages per minute)
- Category 3 31-40 cpm
- Category 4 41-70 cpm
- Category 5 71-90 cpm
- Category 6 91-150

Production Solutions Should be articulated in detail in Category 6

Laser & A4 MFPs (11x17 not required) —Various Speeds, with and without network Interface

- Wide Format Printers & MFPs Accounting/Tracking System

2. Responders may submit more than one model for each segment in their response. Provide brochures on all products and list any features you believe are unique to your offering.

C. Technical Support

Responders must specify their capability to provide technical support to Shasta Union High School District as follows:

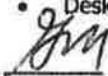
- Assist the district's sites with installation and configuration of hardware/software for networked Multi-Functional Devices and Printers in a timely manner
- Provide description of help desk on-going hardware, software and network support for all products sold
- Specify if this support is in house or outsourced.
- Specify amount of personnel residing within 20 miles of Redding.
- Specify amount of personnel residing within 100 miles of Redding

D. Technology Requirements

Responders must demonstrate capability to interface with Shasta Union High School District's departmental IT and Network Administrator on an ongoing basis to effectively install and set-up copiers, printers and multi-functional systems on its network and install and set-up appropriate software, drivers and etc. to operate and manage said equipment within individual departmental network environments. Responders must specify the capability to provide the following requirements to Shasta Union High School District:

- Supports TCP/IP V4 and V6
- Print Drivers for the following operating systems:
- Windows 7, 10, Server 2016, 2019
- Mac OS 10.15.x and below
- PCL and PostScript Universal Print Drivers
- Scan to SMB 2 and 3
- Ability to Disable SMB v1
- Scan to e-mail
- Scan file formats PDF, TIFF, JPG
- File compression
- Blank page removal for double sided scanning
- Concurrent scanning of copy job while print job is being processed
- Single Pass double sided scanning
- Hard Drive encryption for data at rest and Hard Drive Erase with overwrite for deleted data
- Documented network security hardening process provided by manufacture
- HTTPS enabled web RUI
- Desktop tool allowing Internal IT to see and click on the screen for end user technical support

Initials



Print Management Solution

- Provide statistical data on all print, copy and scan activity for MFP's
- Monthly Reports emailed to departments
- Budgets by department or users
- Integration into Active Directory for user management
- Log into MFD via PIN or Card Access
- Guest Printing
- Google Cloud Printing
- Scan to Google Drive
- Follow Me Print
 - Ability to change finishing options at device
- Limit Color access

Optional Technologies

- Print Driver Deployment
- Cloud Hosted Print Management Solution
- Zone OCR and database validation for scanning workflows

E. Program Management and Administration

1. Supplier shall provide the following program administration functions:
 - Project manager to coordinate program implementation
 - Account management for on-going contract monitoring and maintenance
 - On-site sales representation on a regular basis to assist in resolving problems, provide unlimited training and other customer services as required for the efficient operation of the program
 - Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns
 - Quarterly review meetings between supplier's account manager and Shasta Union High School District to review the previous quarter performance.

F. Delivery and Installation

1. Supplier will provide a written acknowledgment of equipment delivery and installation.
2. Please describe in detail your company's delivery and installation capabilities.

G. Equipment Maintenance

District may require supplier to coordinate all service calls through a centralized suppliers' dispatch desk as follows:

- Machine is experiencing a malfunction
- Customer or remote diagnostics system contact central dispatch
- Dispatch logs call noting make, model, serial # and problem
- A unique ticket number is assigned to the call
- The customer is given the ticket number for reference
- Dispatch places call with appropriate service technician
- Service technician responds back to dispatch upon completion
- Repair and total down time are then calculated
- Problem ticket is then closed
- Credit for service copies
- Monthly reports will be compiled for compliance of standards and exception for credit
- Similar equipment will be furnished to the District on a no charge loan basis within one business days, if equipment covered by the maintenance will be out of service for more than two business days

H. Training

Successful vendor will include the following customer training requirements:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

Initials 

I. Service Guarantee Commitments

1. List what your company's service guarantee and customer satisfaction commitments for all products proposed are.

J. Reporting

1. At minimum, the following report will be required (hard copy/on-line) on a quarterly basis:

Population of digital copiers and Laser printers sorted by:

- Model
- Serial Number
- Location
- Install date
- Average Monthly Volume
- Response time
- Repair time
- Uptime
- Total service calls
- Operational costs sorted by Department

2. Responders agree to provide other reports as reasonably requested by Shasta Union High School District at no additional cost.

K. Product Certification

The responder certifies and warrants that all products sold to Shasta Union High School District under any agreement resulting from this RFP shall be NEW, recently manufactured from new design and components and never used.

L. Minimum Multi-Functional Device, Laser Printer and Accounting/Tracking System Specifications

NOTE: When responding, make sure to clearly designate if MFP/Printer is an A3 (up to 11x17 capability) or A4 (Letter capability) system.

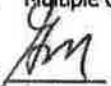
CATEGORY 1:

- Volume 2,500-6,500 copies/month
- **21-30 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet Bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

CATEGORY 2:

- Volume 6,500-15,000 copies/month
- **31-40 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

Initials



CATEGORY 3:

- Volume 15,000-50,000 copies/month
- **41-70 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

CATEGORY 4:

- Volume 50,00-100,000 copies/month
- **71 - 90 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

CATEGORY 5:

- Volume 50,00-100,000 copies/month
- **91 - 135 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

Initials



COLOR CATEGORY 1:

- Volume 2,500-6,500 copies/month
- **21-30 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet Bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 2:

- Volume 6,500-15,000 copies/month
- **31-40 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 3:

- Volume 15,000-50,000 copies/month
- **41-70 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 Image
- Continuous copy meter
- Automatic document feeder-50 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 4:

- Volume 50,00-100,000 copies/month
- **71-90 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

Initials



COLOR CATEGORY 5:

- Volume 50,00-100,000 copies/month
- **91 - 135 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

LASER PRINTER CATEGORY 1:

- Low B&W Laser printer with network interface
- Medium B&W Laser printer with network interface
- High B&W Laser printer with network interface
- Low Color Laser printer with network interface
- Medium Color Laser printer with network interface
- High Color Laser printer with network interface
- All Laser printers must be Non Host based printers
- Wireless Laser printers Various speeds

ACCOUNTING/TRACKING SYSTEM

- Track Print, Scan, Copy and Fax usage by User, Device and Department
- Users need to be identified based upon login
- Users able to select Cost Centers for bill back
- Follow me printing
- Please outline any additional features

RELATED TECHNOLOGIES

Shasta Union School District welcomes an offering of any technology that is felt will benefit our School District. Please provide very specific detail on specifications and capabilities and provide in the same pricing schedule as above.

- Visual Communications
- Managed IT Solutions
- ECM (Electronic Content Management)
- Other Technology Solutions that may benefit Shasta Union High School District

SECTION III: INVOICING:

- Describe the various billing options available.

Initials



SECTION IV: PRICING

A. Price Quotation

1. Please complete the attached Pricing Schedules Attachments 1(A —D) based on specified Shasta Union High School District requirements as defined in this RFP. Please provide your pricing proposal in hard copy and on USB Drive in Excel.

Responders must provide the following pricing data for Multi-Functional Devices, Printers and Related Technology.

- **Purchase Option** - RFP purchase prices listed as provided on the attached Attachments 1(A).
 - **Lease Option** - Net RFP lease prices as provided on the attached Attachments 1(B). :
Buyout based on the fair market value (end of lease term)
(36), (48) & (60) months
There will not be any ship-back or return costs charged
***CPI** —A Cost Per Image rate must be supplied with all submissions of Multifunctional Devices and Laser Printers. CPI rate should include all parts, labor & supplies (less paper & staples).
2. Responders must provide a price quotation for all the options included in the Pricing Schedule and detailed in Section III of this RFP.
 3. The prices quoted in response to this section shall be the Shasta Union School District net price including the various services to be provided. There shall be no separate charges, fees, handling or other incidental costs. Applicable taxes will be charged in addition to these net prices.
Multi-Page Hardcopy Invoice Billing
 4. Ray Morgan Company will distribute to Shasta Union High School District a patronage amount equal to 1.5% of the revenue of all MFPs and Printers acquired by other California School Districts with the utilization of this contract.
 5. Please specify how your company will handle pricing for mid-year introductions of new/replacement models.

B. Price Protection

1. Prices quoted cannot increase during the first 12 months period of the agreement. Price changes after the first 12 months period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require a 30-day written notification and apply only for new lease agreements entered after the time increase is effective. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. In the event that a certain product line has a significant price increase in excess of five (5) percent, those particular products shall be negotiated individually.
2. Price increases for any renewal periods must be supported by documented evidence of manufacturers' or manufacturers' supplier price increases.

Initials



NAME OF Company: RAY MORAN COMPANY

FULL NAME OF ALL PARTNERS OR LEGAL NAME OF CORPORATION:

RAY MORAN COMPANY, LLC
(TYPE OR PRINT)

AUTHORIZED CONTACT / RESPONSE PREPARER / SALES REPRESENTATIVE: JOHN PROBERS

Business Address: 3131 ESPERANZA CHICO, CA 95973
(TYPE OR PRINT)

Telephone: 925-400-4162 FAX: 530-781-1041

BY: [Signature] GREG MARTIN PRESIDENT
Signature in ink (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided and representations made in this response are true and current and that this declaration was executed on (date) at COUNTY, California."

Corporate Officer w/Authority to Bind: [Signature] GREG MARTIN
Signature in ink (TYPE OR PRINT NAME OF TITLE AND SIGNATURE) PRESIDENT
6/9/20

DATED: CORPORATE SEAL: N/A
(IF APPLICABLE)

Initials [Signature]

Equipment ID	Serial number	Make	Item model	Equipment IP Address	Model Parts Discontinued	Equipment Install	Address	Equipment Meter Display
91626	LYD10066	Canon	IR C2225	172.32.7.12	6/1/2023	10/24/2014	25 Prado Rd	172586
135426	RRB09000	Canon	IR C5235	10.1.50.137	12/1/2023	10/24/2014	1042 Walnut St	381493
106309	RRB08987	Canon	IR C5235	172.30.7.28	12/1/2023	10/24/2014	994 Mill St	458248
92000	RRB09061	Canon	IR C5235	172.30.7.39	12/1/2023	10/24/2014	879 Morro St	459950
106663	RRB22010	Canon	IR C5235	172.31.7.3	12/1/2023	10/21/2015	2160 Santa Barbara Ave	485250
106310	RRB08968	Canon	IR C5235	172.29.7.20	12/1/2023	10/24/2014	919 Palm St	597293
90712	JMQ05934	Canon	IR C5250	172.30.7.35	12/1/2023	7/11/2013	990 Palm St	712145
106312	JMQ16374	Canon	IR C5250	172.29.7.5	12/1/2023	10/24/2014	919 Palm St	730197
91898	JMQ14316	Canon	IR C5250	172.29.7.4	12/1/2023	10/24/2014	919 Palm St	1000697
90663	JMQ03252	Canon	IR C5250	172.30.7.9	12/1/2023	5/8/2013	990 Palm St	1008609
106314	JMQ16376	Canon	IR C5250	172.30.7.38	12/1/2023	10/24/2014	1341 Nipomo St	1428779
106664	QTW03354	Canon	IR C3325i	192.168.10.199	6/1/2024	10/21/2015	108 13th St	15748
91992	QLA09985	Canon	IR 400IF	10.1.50.171	6/1/2024	10/24/2014	1042 Walnut St	69524
91993	QLA09922	Canon	IR 400IF	172.30.7.50	6/1/2024	10/24/2014	990 Palm St	73594
91991	QLA09935	Canon	IR 400IF	172.31.7.12	6/1/2024	10/24/2014	1042 Walnut St	122947
106665	QTW03352	Canon	IR C3325i	172.30.7.29	6/1/2024	10/21/2015	1900 Stenner Creek Rd	215804
91994	QLA09869	Canon	IR 400IF	10.1.50.135	6/1/2024	10/24/2014	1042 Walnut St	587655
137580	QNR15192	Canon	IR C250	172.32.7.10	12/1/2024	3/30/2017	25 Prado Rd	29459
176264	QTV06080	Canon	IR C3330i	172.32.7.32	6/1/2025	11/20/2020	35 Prado Rd	238334
137330	WXF02840	Canon	IR C5535i	172.29.7.6	6/1/2026	12/2/2016	919 Palm St	199879
167251	2BP04974	Canon	IC MF429	10.1.50.182	3/1/2027	8/28/2019	1042 Walnut St	1096
155433	2BP04519	Canon	IC MF429	172.31.7.6	3/1/2027	6/4/2019	1280 Laurel Ln	15611
155431	2BP04521	Canon	IC MF429	172.31.7.7	3/1/2027	6/4/2019	1395 Madonna Rd	16709
155432	2BP04525	Canon	IC MF429	172.31.7.5	3/1/2027	6/4/2019	126 N Chorro St	18272
176151	28X03259	Canon	IR C256IF	10.1.50.154	3/1/2029	8/20/2020	1042 Walnut St	72148
180562	3CE09269	Canon	IR C257IF	10.1.50.151	6/1/2030	1/13/2022	1135 Roundhouse	5405
184599	3CE04073	Canon	IR C257IF	172.31.7.13	6/1/2030	4/20/2021	900 Southwood Dr	33289
184797	4CD02567	Canon	IR C3826i	172.30.7.36	6/1/2030	12/15/2021	1260 Chorro St	34834
184631	2UL05696	Canon	IR C357IF	10.1.50.249	12/1/2030	7/15/2021	1042 Walnut St	25328
180527	2XK01347	Canon	IR C5860I	10.1.50.150	Not Yet Identified	7/16/2021	1042 Walnut St	265661



Department: Human Resources
Cost Center: 3001
For Agenda of: 2/20/2024
Placement: Consent
Estimated Time: N/A

FROM: Nickole Domini, Human Resources Director
Prepared By: Diana Federico, Human Resources Analyst

SUBJECT: REQUEST FOR QUALIFICATIONS FOR 2024-2029 ON-CALL
PROFESSIONAL DEVELOPMENT SERVICES

RECOMMENDATION

1. Approve the Request for Qualifications for professional development services; and
2. Authorize the Human Resources Director to establish a 2024-2029 on-call list from the qualifications received and deemed responsive; and
3. Authorize the Human Resources Director to execute professional development services agreements with the companies included in the 2024-2029 on-call list during the five-year period from July 1, 2024-June 30, 2029.

POLICY CONTEXT

The City of San Luis Obispo provides professional development training, coaching programs, and consulting services for employees, spearheaded by the Human Resources Department. In alignment with an action item from the 2023-25 Major City Goal: Economic Resiliency, Cultural Vitality & Fiscal Sustainability, the City is committed to continuing “to support and prioritize employee development and growth through investing in resources to train, develop, and onboard new and transitioning employees.” To help with these efforts, staff is seeking authorization to establish an on-call list of companies that can support all departments with their needs.

DISCUSSION

Background

The City has been contracting with The Centre for Organization Effectiveness (TCFOE) for the City’s professional development services needs since 2015. TCFOE assists the City in developing and executing training programs such as Strengths and Project Management, connects consultants with individual supervisors and managers for coaching opportunities, and provides consulting and programming services to the Human Resources department and leaders across the organization.

While upholding the commitment to support and prioritize employee development and growth, the following benefits have been identified to enhance the resources for training, developing, and onboarding employees to their roles and the organization.

Organization Benefits:

- **Flexibility and Timeliness:**
 - Create an on-call list of consultants to allow staff to access specialized expertise on-demand. This flexibility ensures timely responses to organizational needs, enabling the department to address challenges promptly and effectively.
- **Diverse Skill Sets:**
 - By establishing a pool of consultants, staff can tap into a diverse range of skills and perspectives. This diversity is crucial for tackling multifaceted organizational issues and fostering innovation in our approaches to development and improvement.

Employee Benefits:

- **Professional Development Opportunities:**
 - Employees will have the opportunity to work with experts in various fields, enhancing their professional development and skill acquisition. The exposure to different methodologies and best practices will contribute to a continuous learning culture within the organization.
- **Support for Leadership Development:**
 - Consultants specializing in coaching and leadership development can provide valuable support to the City's existing and emerging leaders. This aligns with the City's commitment to nurturing and empowering employees to take on leadership roles within the organization.
- **Improved Employee Satisfaction**
 - Access to external expertise can lead to the implementation of targeted training programs, improving employee skills and job satisfaction. This, in turn, contributes to a positive workplace culture and enhances overall employee engagement.

Previous Council or Advisory Body Action

City Council adopted the City's Major City Goal of "Economic Resiliency, Cultural Vitality & Fiscal Sustainability" for the 2023-25 financial plan.

Public Engagement

This item is on the agenda for the February 20, 2024, City Council meeting, during which the public may comment, and has been posted in accordance with applicable Brown Act requirements. If approved by City Council, the RFQ (Attachment A) will be posted in BidSync.

CONCURRENCE

The Finance Department concurs with the issuance of the RFQ and assisted with its development.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: N/A

Budget Year: N/A

Funding Identified: N/A

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$	\$	\$	\$
State				
Federal				
Fees				
Other:				
Total	\$	\$0	\$	\$0

The RFQ, in and of itself, does not obligate any funds or commit the City to utilize any of the Consultants added to the on-call list. Fiscal impact for scope of representation, including identifying the funds that will pay for the professional development services, will be identified at the time Human Resources engages a Consultant for a particular matter, depending upon the anticipated cost of services and consistent with the City’s purchasing policies and rules.

ALTERNATIVES

Do not approve the RFQ release. The City Council could decline to issue the RFQ, meaning before the beginning of FY25, the Human Resources Department would need to return to request Council authorization to issue a Request for Proposal (RFP) for each type of professional service. This alternative is not recommended, as it is not the optimal use of City time and resources, and potentially jeopardizes the City's capacity to attain the utmost quality and cost-effective representation for employee investment.

ATTACHMENTS

A - Draft RFQ Package – 2024-2029 On-call List for Professional Development Services



Notice Requesting Proposals / Qualifications for Organizational Development Services

The City of San Luis Obispo is requesting sealed proposals for organization development support, training, coaching, and consulting services.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before Sunday, March 31, 2024, 5:00 p.m. Pacific Standard Time. Proposals received after said time will not be considered.

The preferred method for bid submission is electronic via BidSync. However, if you wish to submit a paper copy, please submit it in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401.

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. or please contact dclancy@slocity.org with any questions. Please contact Diana Federico, Human Resources Analyst, at dfederic@slocity.org for any questions about the content of the RFQ.

For technical help with BidSync please contact BidSync tech support at 800-990-9339.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

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A. INTRODUCTION

The City of San Luis Obispo ("City") is nestled on the Central Coast of California, halfway between Los Angeles and San Francisco. We are a City of approximately 480 regular employees. The City of San Luis Obispo is organized into eleven departments that serve the public in carrying out the policies and programs of the City Council, and implementing the City's charter and municipal code. Its [mission statement](#) explains the organization's focus in carrying its responsibilities. The [organizational values](#) guide and inspire our efforts in the day to day operations of the City.

The City's Human Resources department is responsible for recruiting, developing, and retaining highly qualified employees for the City. The department provides strategic learning programs and organizational development services to City departments.

B. SCOPE OF WORK

The City is seeking a firm with robust services that include trainings, organization development support, coaching, and consulting services for our City employees. Working closely alongside Human Resources, this firm should offer a menu of professional development opportunities which the City can utilize to offer training opportunities throughout the year. Departments are seeking consultants that can offer coaching opportunities to upper-level supervisors, managers, and department heads. Frequent organization development and consultant support would be necessary to support City employees as they navigate through their career.

Description of services

Organizational Development Services shall include and not be limited to:

- a) Coaching for management employees ranging from frontline managers to executive level, as well as individual contributors. Coaching services may be requested for a variety of scenarios, including executive coaching, leadership, onboarding, and transitions.
- b) Organizational development and effectiveness consultation, which may include:
 - i. Assessment;
 - ii. Design and facilitation of organizational effectiveness interventions at the organizational, team, or individual level; and
 - iii. Change management consultation.
- c) Organizational Development Services shall cover a wide range of assignments such as:
 - i. Organizational change management
 - ii. Team development
 - iii. Team building
 - iv. Strategic planning
 - v. Group facilitation
 - vi. Process design
 - vii. Coaching: executive, leaders, onboarding, and transition
 - viii. Organizational design
 - ix. Program Design
 - x. Assessments design and analysis; organization, team, individual.

Direction by City Project Manager as set forth above shall be identified and initiated through an identified Project Manager at the beginning of each engagement for services. The Program Owner/Project Manager shall identify the scope of the engagement and shall identify the other stakeholders to be included in the process.

City reserves the right to add or delete related services as deemed necessary throughout the term of this Contract.

Coaching Services

Program Objectives:

- a) Consultant shall assist City on an as-needed basis with coaching for management employees ranging from frontline managers to executive-level, as well as individual contributors. Consultants may be called upon to consult, design and/or implement a coaching plan for individuals or a team. The program objective is to identify needs and through coaching sessions achieve outcomes to build upon strengths and improve, if necessary, the working effectiveness of the individual or the team.
- b) In addition to the coaching services listed above, Consultants shall coach executives and managers in regards to onboarding services. Onboarding services may include assistance to City Departments on establishing an Onboarding Plan for the individual. It may also include Onboarding coaching services geared towards executives and managers who are new to the City or who are transitioning into new roles within the organization, including transitioning to another department or agency within the City. Prior experience in onboarding coaching and consultation services is mandatory.

Scope of Services:

Consultant shall:

- a) Create a development coaching plan which identifies the tools and methods to be utilized to assess the individual or the team's strengths, needs, knowledge, skills, and abilities.
- b) Develop an estimated time frame for evaluating knowledge, skills and abilities.
- c) Identify the knowledge, skills, and abilities of each manager or team.
- d) Identify the needs to be addressed.
- e) Conduct individual or team coaching sessions to address the identified needs.
- f) Supply outcome reports, analysis, and customer experience feedback to the Project Manager.

Frequency of Coaching Engagement. Scheduling & Location:

- a) Consultant shall provide Coaching Services as follows and as requested by City:
 - i. In-person at a City of Orange work location, or
 - ii. In-person at a nearby public place of convenience to City requesting department, or
 - iii. Via Skype or conference call, FaceTime, or telephone.
- b) Length and frequency of Coaching sessions may vary as needed or to accommodate the schedule of the individual being coached.
- c) Consultant shall engage in Coaching Services no less than one time per month for the duration of the engagement, including ad-hoc sessions as needed.

- d) Consultant shall be available for feedback and questions, and to serve as a "sounding board" when needed, either for the requesting City department Project Manager or the coaching participant(s).

Deliverables:

- a) Individual Coaching Plan documentation must be submitted by Consultant to City Project Manager prior to the beginning of each coaching engagement.
- b) Consultant shall provide a periodic verbal progress summary and ongoing development recommendations for future focus to requesting City Department Project Manager. Results summary and recommendations documentation should be submitted to requesting City department Project Manager at the end of the coaching engagement.
- c) After completion of coaching engagements, Consultant shall supply outcome reports, analysis and customer experience feedback as requested by requesting City department Project Manager.

Organizational Development Consulting

Program Objectives:

- a) As needed, Organizational Development may contract with external consultants to provide organizational development services.

Scope of Services:

- a) Organizational development consulting requests will vary depending upon the specific engagement; however, all engagements should follow a standard consulting process such as contracting, discovery, analysis & feedback, planning, and implementation. Additionally, evaluation and sustainment components should be included.
- b) The need for organizational development services covers a wide range of assignments such as:
 - Organizational change management
 - Team development
 - Team building
 - Strategic planning
 - Group facilitation
 - Process design
 - Coaching: executive, leaders, onboarding, and transition
 - Organizational design
 - Program design
 - Assessments design and analysis: organizational, team, and individual

Quote Process

Consultant shall provide quotes for other services/trainings not listed above on an as-needed basis and as requested by City. Consultant shall not start on any project without receiving written confirmation by City. Service/training quotes shall be valid for 365 days.

C. PROJECT SCHEDULE

Preliminary Schedule	Tasks
March 1, 2024	<ul style="list-style-type: none"> • Bid time period is open for 1 month
March 31, 2024	<ul style="list-style-type: none"> • Bids are due to the City of San Luis Obispo
April 2024	<ul style="list-style-type: none"> • The City reviews bids, conducts reference checks, makes their selection
By July 1, 2024	<ul style="list-style-type: none"> • Execute contract

D. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via BidSync. However, if you can't submit electronic please send your bid copy in a sealed envelope to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared

publicly. Bidders or their representatives are invited to be present at the opening of the proposals.

6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Consultant) shall execute a written contract with the City within ten (10) calendar days after notice of the award. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. The City's contract terms and conditions that Consultant will be expected to execute and be bound by are attached hereto as Exhibit A.

E. SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section E (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive proposer.
2. **Sales Tax Reimbursement.**
For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.**
In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or sub-Consultants are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.**
The following will occur if the proposer to whom the award is made (Consultant) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.**
The services identified in this specification will be used on as-needed basis by the City for 5 years.
6. **Contract Extension.**
The term of the contract may be extended by mutual consent for an additional one-year, and annually thereafter, for a total of four years.
7. **Supplemental Purchases**
Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
8. **Consultant Invoices.**
The Consultant may deliver either a monthly invoice to the City with attached copies of detail invoices as supporting detail, or in one lump-sum upon completion.

9. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
10. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
11. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.
12. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 90 calendar days thereafter, unless otherwise negotiated with City by mutual agreement.
13. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
14. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.

PROPOSAL CONTENT

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.

Qualifications

- d. Experience of your firm and those of sub-consultants in performing work and projects relevant to the Scope of Services outlined and described in the request.
- e. Resumes of the individuals who would be assigned to this project, including any sub-consultants, with their corollary experience highlighted and specific roles in this project clearly described.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants (see submittal form for example) We understand there may be different hourly rates for the different scopes of work identified in the RFQ. Please list all services and rates.
- g. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.

Work Program

- h. Detailed description of your approach to completing the work.
- i. Services and deliverables provided by the Consultant(s).
- j. Any other information that would assist us in making this contract award decision.
- k. Description of assumptions critical to development of the response which may impact cost or scope.
- l. Sample menu of trainings you offer.

Requested Changes to Terms and Conditions

- m. The City desires to begin work soon after selecting the preferred Consultant and expects the Consultant to execute the City's contract and all of the terms therein, as set forth in Exhibit A. To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary. Please be advised that Consultant's requested changes to the City's terms and conditions will be considered by City staff when scoring and determining the competency and responsibility of the proposer.

Proposal Length

- n. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.

2. **Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee and evaluated on the following criteria:
- a. Understanding of the work required by the City.
 - b. Quality, clarity and responsiveness of the proposal.
 - c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
 - d. Recent team experience in successfully performing similar services.
 - e. References.
 - f. Background and experience of the specific individuals managing and assigned to this project.
 - g. Information about how your company mitigates the environmental impact of its services, such as greenhouse gas emissions, amount of waste generated, water and energy use, or other areas related to your products and services.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Consultant, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

a.	Issue RFP	3/1/24
b.	Receive proposals	4/1/24
c.	Complete proposal evaluations	4/15/24
d.	Execute contract	By 7/1/24

4. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
5. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
6. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.
7. **Required Deliverable Products.** The Consultant will be required to provide:
- a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.

- b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff

- c. City staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

8. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
9. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Consultant at up to [number] public meetings to present and discuss its findings and recommendations. Consultant shall attend as many "working" meetings with staff as necessary in performing work-scope tasks.
10. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all Consultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or Consultants to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Consultant shall immediately notify the City in writing, and the Consultant and all Consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION F: PROPOSAL SUBMITTAL FORM – *SAMPLE HOURLY RATES*

Description	Hourly Rate

SECTION E: PROPOSAL SUBMITTAL FORM - SAMPLE

The undersigned declares that she or he:

- Has carefully examined [_____], which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.

☐ Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

<i>Date</i>

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes ☐

No ☐

- ***If yes, explain the circumstances.***

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Proposer Representative

**CITY OF SAN LUIS OBISPO
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This agreement (Agreement) is made and entered into in the City of San Luis Obispo on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city (City) and [FILL] hereinafter referred to as Contractor (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, on March 1, 2024, City requested proposals for **Qualifications for Organizational Development Services.** ; and

WHEREAS, the City wants to engage a consultant for organizational development services. (the "Services"); and

WHEREAS, Consultant is qualified to perform this type of Services and has submitted a written proposal to do so, which has been accepted by City; and

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, for 5 years, or upon acceptance and completion of said Services, whichever occurs sooner.
2. **INCORPORATION BY REFERENCE.** City Request for Qualifications for Organizational Development Services and Consultant's proposal dated ____are hereby incorporated in and made a part of this Agreement, attached as Exhibit A. The City's insurance requirements are hereby incorporated in and made part of this Agreement, attached as Exhibit B. To the extent that there are any conflicts between the Consultant's fees and scope of work and the City's terms and conditions as stated herein, the City's terms and conditions shall prevail unless specifically agreed otherwise in writing signed by both Parties.
3. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, City will pay and Consultant shall receive therefor compensation as set forth in Exhibit A..

4. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Consultant agrees with City to do everything required by this Agreement including that work as set forth in Exhibit A.
5. **PAYMENT OF TAXES.** The contract prices shall include full compensation for all taxes that Consultant is required to pay.
6. **LICENSES AND PERMITS.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. The Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary under this Agreement.
7. **COMPLIANCE WITH LAW.** The Consultant shall keep itself informed of and shall observe and comply with all applicable State and Federal laws and regulations, and county and City of San Luis Obispo ordinances, regulations and adopted codes, which in any manner affect those employed by Consultant or in any way affect the performance of the Services pursuant to this Agreement. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
8. **COMPLIANCE WITH INDUSTRY STANDARD.** Consultant shall provide services acceptable to City in strict conformance with the Agreement. Consultant shall also provide in accordance with the standards customarily called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Where approval by the City, the City Manager, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Consultant of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.
9. **INDEPENDENT CONTRACTOR.**
 - a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.
 - b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. **PRESERVATION OF CITY PROPERTY.** The Consultant shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from Consultant's operations, it shall be replaced or restored at Consultant's expense. The City's facilities shall be replaced or restored to a condition as good as when the Consultant began the work.
11. **IMMIGRATION ACT OF 1986.** The Consultant warrants on behalf of itself and all subconsultants engaged for the performance of the Services that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Services hereunder.
12. **NON-DISCRIMINATION.** In the performance of the Services, the Consultant agrees that it will not engage in, nor permit such subconsultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
13. **PAYMENT TERMS.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Consultant (Net 30). Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Final June invoices shall be received no later than the 5th business day of July to meet City fiscal year-end deadlines. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice, therefore.
14. **INSPECTION.** City shall at all times have the right to inspect the work being done under this Agreement and Consultant shall furnish City with every reasonable opportunity and assistance required for City to ascertain that the Services of the Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations under the Agreement.
15. **RELEASE OF INFORMATION.**

- a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- b. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is averse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. OWNERSHIP OF DOCUMENTS.

- a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of the Services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services under this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing

computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

17. INDEMNIFICATION AND DEFENSE. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's passive negligence, except for such loss or damage arising from the sole or active negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

18. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

- a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 14.

19. TERMINATION FOR CAUSE. If, during the term of the Agreement, the City determines the Consultant is not faithfully abiding by any term or condition contained herein, the City may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a ten (10) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

- a. If the Consultant has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such shall constitute a breach of the Agreement and the City may terminate the Agreement immediately by written notice to the Consultant to said effect ("Notice of Termination"). Thereafter,

neither party shall have any further duties, obligations, responsibilities, or rights under the Agreement except to comply with the obligations upon termination.

- b. In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work or services performed or provided by the Consultant shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall scope.
 - c. The City reserves the right to delay such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the not to exceed amount shown in this Agreement.
20. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and made part of this Agreement.
21. **BUSINESS LICENSE & TAX.** The Consultant must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
22. **SAFETY PROVISIONS.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
23. **PUBLIC AND EMPLOYEE SAFETY.** Whenever the Consultant operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

24. **UNDUE INFLUENCE.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
25. **ASSIGNMENT.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
- Because of the personal nature of the services to be rendered pursuant to this Agreement, only employees of Consultant, shall perform the services described in this Agreement. Consultant may use assistants, under their direct supervision, to perform some of the services under this Agreement.
- a. As required above, before retaining or contracting with any subconsultant for any services under this Agreement, City must consent to such assignment of performance in writing. For City to evaluate such proposed assignment, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant, which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.
26. **AMENDMENT.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the appropriate review authority according to the City's Financial Management Manual. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized by the City in advance and in writing.
27. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the Parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding upon the Parties hereto. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. **NOTICE.** All notices to the Parties hereto under this Agreement shall be in writing and shall be sent either by (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) United States Mail, certified, postage prepaid, return receipt requested. All such notices shall be delivered to the addressee or addressed as set forth below:

To City: Human Resources
City of San Luis Obispo
990 Palm St.
San Luis Obispo, CA 93401
Attention: Diana Federico

To Consultant:

Name

Mailing Address

29. **GOVERNING LAW.** Any action arising out of this Agreement shall be brought in the Superior Court of San Luis Obispo County, California, regardless of where else venue may lie. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

30. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Consultant do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first above written.

CITY	CONSULTANT
 _____ By: City Manager	 _____
APPROVED AS TO FORM:	

By: J. Christine Dietrick, City Attorney	
--	--

EXHIBIT B

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below, and in a form satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all

required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

CITY's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage, as well as endorsements effecting general liability coverage.. All endorsements are to be received and approved by the City before work commences.



Department: Fire
Cost Center: 8599
For Agenda of: 2/20/2024
Placement: Consent
Estimated Time: N/A

FROM: Todd Tuggle, Fire Chief
Prepared By: Nicole Vert, Business Analyst

SUBJECT: AUTHORIZE THE FIRE DEPARTMENT TO APPLY FOR WILDFIRE PREVENTION ACTIVITIES GRANT FUNDING THROUGH CAL FIRE'S CALIFORNIA CLIMATE INVESTMENT (CCI) WILDFIRE PREVENTION GRANT PROGRAM AND PROVIDE A LETTER OF SUPPORT TO SLO COUNTY FIRE SAFE COUNCIL

RECOMMENDATION

1. Authorize the Fire Department to apply for funding under Cal Fire's CCI Wildfire Prevention Grant Program to purchase specialized equipment for wildfire fuel reduction work; and
2. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing the Fire Department to apply for the California Climate Investment's Wildfire Prevention Grants Program and carry out the project, if awarded"; and
3. Authorize the City Manager, or Fire Chief as their designee, to execute the grant documents and approve the budget changes necessary to appropriate the grant amount upon notification that the grant has been awarded.

POLICY CONTEXT

The recommended actions are consistent with the City of San Luis Obispo's Financial Management Manual, Section 740 - Grant Management Policy. The policy states that Council will approve all grant applications in excess of \$5,000 and delegate receipt and contract execution to the City Manager.

The work conducted under the grant is in line with the City's Major City Goal of Climate Action, Open Space, and Sustainable Transportation by proactively addressing the climate crisis through fire hazard mitigation efforts and improved resilience.

Additionally, the work under this grant is in line with the City's Community Wildfire Protection Plan and the Climate Adaptation and Safety Element.

DISCUSSION

State, federal, and non-profit grants are occasionally offered to assist local governments with the financial impacts associated with daily operations and/or mandated programs. The Fire Department actively seeks out these opportunities to enhance the effectiveness of the Department while increasing fiscal sustainability for the city. A recent grant opportunity was identified, which is in line with these goals and addresses a current need for the city: the Cal Fire California Climate Investment Wildfire Prevention Grant Program.

In coordination with the City's Fire Department, Natural Resources Office, and Park and Recreation Department, staff recommends seeking approximately \$160,000 in grant funding to purchase two chippers, which are needed to improve staff's ability to conduct hazardous fuel reduction efforts in-house. The funds will cover only the purchase of two chippers, staff will complete the work within the scope of their jobs as capacity allows.

One of the two chippers being requested is a standard pull-behind chipper that can handle the volume of vegetation generated through hazardous fuel removal. The second chipper is a track chipper which would allow for access to remote fuel removal projects with a low impact to the surrounding environment. The areas where the chippers will be used include both wildland-urban interface areas of the city along with the riparian corridors.

Background

The California Department of Forestry and Fire Protection (Cal Fire) Wildfire Prevention (WP) Grants Program is funded by the State of California General Fund and with Cap-and-Trade auction proceeds appropriated by the California Legislature to agencies that administer California Climate Investments. Up to \$117 million is being allocated to Cal Fire's Wildfire Prevention Grants Program in Fiscal Year 2023-2024 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund. The recommended funding amount is \$3,000,000 or less for this program with an equipment purchase cap of \$750,000 cumulative total.

Cal Fire's Wildfire Prevention Grants Program provides funding for wildfire prevention projects and activities in and near fire-threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

With the award, Cal Fire requires that a resolution (Attachment A) from the applicant's governing body be signed affirming the application for the grant was authorized, certifying that sufficient funds are available to operate and maintain the project, and that grant funds will be expended before the grant deadline. Finally, the resolution appoints a staff member to conduct all negotiations and execute and submit all documents necessary for the completion of the grant project.

Public Engagement

This item is on the agenda for the February 20, 2024, City Council meeting and will follow all required postings and notifications. The public will have an opportunity to comment on this item at or before the meeting.

CONCURRENCE

The Parks & Recreation Department and Office of Sustainability and Natural Resources concur with the report and proposed application.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378. If the work associated with the grant funding requires environmental review, staff will not proceed with the project until a review has been completed.

FISCAL IMPACT

Budgeted: No

Budget Year: 2023-24

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$7,969.86	\$151,427.26		\$0
State		\$		
Federal		\$		
Fees		\$		
Other:		\$		
Total	\$7,969.86	\$151,427.26		\$0

The Cal Fire CCI Wildfire Prevention Grant Program allows applicants to seek up to \$3,000,000 in funding with a cap of \$750,000 in cumulative equipment costs.

This program does not require a match, although the existence of matching funds is a positive factor. As such, staff recommends a hard match of 5%, of \$7969.86, and foregoing the allowable inclusion of indirect costs of 12%. The matching funds will be absorbed within existing appropriated fuels management budgets. Staff will assess workload capacity as part of the project planning to ensure staff bandwidth is available to complete the project within the period of performance of 5 years. This recommendation allows for a lower requested amount from the grantor and limits the financial impact on the City. Ongoing maintenance costs of the chippers would be offset through the savings generated by not requiring the rental of the chipping equipment or utilizing contract services. Work has not begun as the costs for weekly rental of chipping equipment have been prohibitive. If the grant project is not funded, staff will continue to seek grant funding opportunities to continue fuel reduction efforts within the City.

ALTERNATIVES

The Council could decide not to pursue the grant monies. This is not recommended as fire service grant opportunities are limited and the grant funds would only serve to enhance the City's safety and resilience while increasing fiscal sustainability for the City.

ATTACHMENTS

A - Draft Resolution authorizing the Fire Department to apply for the 2024 Cal Fire CCI Wildfire Prevention Grant

RESOLUTION NO. _____ (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING THE FIRE DEPARTMENT TO APPLY FOR THE CALIFORNIA CLIMATE INVESTMENTS WILDFIRE PREVENTION GRANTS PROGRAM AND CARRY OUT PROJECT, IF AWARDED

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, The State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program; and

WHEREAS, the City of San Luis Obispo Fire Department seeks funding opportunities to help accomplish projects that protect the people, structures and communities of San Luis Obispo through wildfire prevention; and

WHEREAS, the CAL FIRE Wildfire Prevention Grant Program is aligned with the Major City Goal of Climate Action and Open Space, the Climate Adaptation and Safety Element of the City's General Plan, and Community Wildfire Protection Plan; and

WHEREAS, if awarded, the Fire Department will enter into an agreement with the State of California to carry out the City of San Luis Obispo Wildfire Prevention project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Approved the filing of an application for "California Climate Investments Wildfire Prevention Grants Program"; and

SECTION 2. Certifies that the City has or will have sufficient funds to operate and maintain the project; and,

SECTION 3. Certifies that funds under the jurisdiction of the Council of the City of San Luis Obispo are available to begin the project.

SECTION 4. Certifies that the City will expend grant funds prior to the grant deadline of March 15, 2030.

R _____

SECTION 5. Appoints the Fire Chief, or their designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Upon motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote:

AYES:

NOES:

ABSENT:

The foregoing resolution was adopted this _____ day of _____ 2024.

Mayor Erica A. Stewart

ATTEST:

Teresa Purrington
City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on _____.

Teresa Purrington
City Clerk

R _____



Department: Administration
Cost Center: 1010
For Agenda of: 2/20/2023
Placement: Business
Estimated Time: 60 minutes

FROM: Greg Hermann, Deputy City Manager
Prepared By: Nestor Veloz-Passalacqua, Diversity, Equity, & Inclusion Manager

SUBJECT: ADOPTION OF THE DIVERSITY, EQUITY, & INCLUSION STRATEGIC PLAN

RECOMMENDATION

Adopt the Diversity, Equity, and Inclusion Strategic Plan, as recommended by the Human Relations Commission.

POLICY CONTEXT

As part of the 2023-25 Major City Goal of Diversity, Equity, and Inclusion, the City Council approved task (2.2.a) for the Office of DEI to develop and implement the City's Diversity, Equity, and Inclusion Strategic Plan (DEISP).

REPORT-IN-BRIEF

The City's Diversity, Equity, and Inclusion Strategic Plan (Attachment A) is consistent with the Council's Vision Statement and the current Major City Goals. The development, adoption, and implementation of the DEISP will create, advance, and embed current strategies designed to create a safe, welcoming, and inclusive community for all. The major pillars support a broad range of tactics dedicated to expanding on equitable policies, programs, and processes for the next five years. The ongoing implementation of the plan will be tracked via the Implementation Matrix (Attachment B) ensuring timely completion and review of tactics.

DISCUSSION

Background

In 2020, the City Council authorized and approved a resolution that established a DEI Task Force, which was comprised of 12 residents and community members at-large. The DEI Task Force completed three-months of intensive work including assessment, review, presentations, and consideration from diverse communities and groups to best understand the areas or improvement for the community. The group carefully evaluated and discussed DEI initiatives that could advance policies, systems, environments, and lead in county-wide efforts as a model city government.

The DEI Task Force's work culminated with the release of the report titled Recommendations to City Council for Advancing Diversity, Equity, and Inclusion in the City of San Luis Obispo. The recommendations focused on systemic change across all City functions, departments, and policies and the community to create a culture of representation, equity, and inclusivity. The report included over 90 recommendations, but five (5) key recommendations were outlined, which included:

- 1) The adoption of DEI as a Major City Goal (MCG) for fiscal year 2021-23
- 2) Establish the Office of Diversity, Equity, and Inclusion within the City
- 3) Develop and implement the DEI Strategic Plan for the City
- 4) Commit ongoing, annual funding of at least \$150,000 for DEI High Impact Grants
- 5) Charge the Human Relations Commission (HRC) to designate Diversity, Equity, and Inclusion as a Standing Priority.

Additionally, in February 2021, the City also engaged in internal work, which culminated with the Internal Diversity and Equity Audit Report. The report's recommendations, which also was developed in collaboration with the DEI Employee Committee, focused on developing essential organizational actions in five (5) key areas, which included Recruitment, Retention, Workplace Climate, Agency Operations, and Leadership. On May 5, 2023, the Office of DEI presented a study session to City Council about the DEI Strategic Plan Framework. City Council provided feedback and direction to focus on action-oriented and specific tactics that directly addresses diverse communities' needs and organizational transformation. With the Task Force's Recommendations, the Diversity and Equity Audit Report, the work completed during the 2021-23 financial plan cycle, and the continuation of the 2023-25 Diversity, Equity, and Inclusion MCG, and feedback/direction from Council, the City has the necessary foundation to propel DEI initiatives into the future.

DEI Strategic Plan

The DEI Strategic Plan is intended to be a roadmap through the 2027-28 fiscal year and to continue to expand on the current established initiatives to create safe welcoming, and inclusive spaces for all individuals in the city of San Luis Obispo.

The objective of the plan is to establish overarching goals that intentionally integrate DEI principles into the fabric of the City's organizational culture and work environment. This integration is designed to pragmatically permeate day-to-day operations, emphasizing intentional efforts aimed at sustainable and transformational change. The benefits of this plan include 1) a clear direction propelled by well-defined DEI objectives and tactics intricately aligned with the City's overarching vision for the community, 2) the establishment of realistic and ambitious initiatives that foster collective responsibility and deeper collaboration with City Departments and community partners, and 3) the advancement of innovation through equitable and inclusive employment practices, increased meaningful community outreach and engagement, and the development of long-term financial and policy planning that supports a proactive approach to addressing equity gaps for underrepresented and underserved communities.

Key Findings

The community wide vision survey and one-on-one interviews with community leaders in the DEI field, coupled with City Council direction, and multiple community engagement workshops in English and Spanish, resulted in several insights that shaped the DEISP. These key findings played a key role in shaping the framework and the actionable tactics. The key findings provide essential insights that help guide the recommended tactics and ensure that planning efforts were grounded in realistic expectations for the implementation of the plan. The key findings include:

1. Adopt a DEI statement that serves as guiding principle for the future of the Community and the City.
2. Invest in City efforts that address issues of DEI.
3. Enhance and embed DEI values in communications and outreach strategies.
4. Operationalize DEI values across all City functions and departments.

Plan Framework

CITY COUNCIL VISION STATEMENT

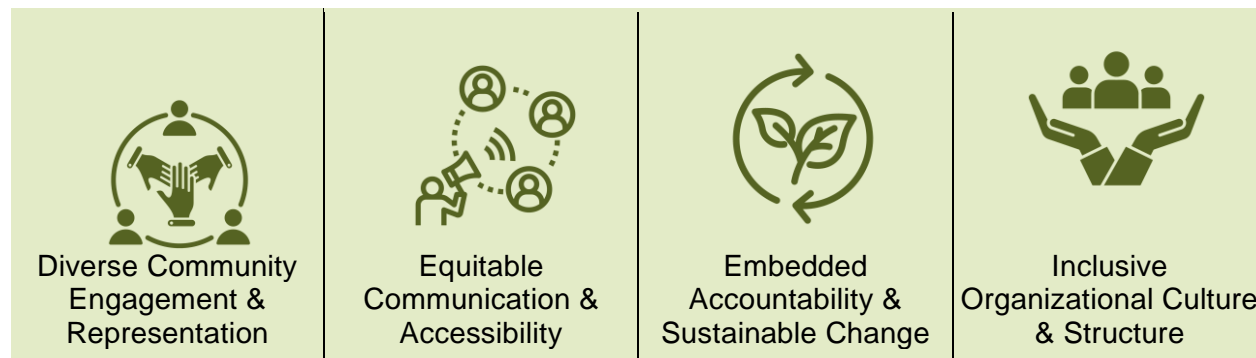
The City of San Luis Obispo is a dynamic community embracing its future while respecting its past with core values of civility, sustainability, inclusivity, regionalism, partnership, and resiliency.

DIVERSITY, EQUITY, & INCLUSION STATEMENT

The City of San Luis Obispo values diversity, promotes equity and belonging, actively denounces all forms of bigotry and believes that both in value and practice San Luis Obispo can be a place where all individuals are treated with dignity, respect, and inclusion. The City is dedicated to building a community and government in which diversity is celebrated, inclusion and equity are embedded in policy, and all members of the public are represented to ensure San Luis Obispo is a place all can thrive.*

**All individuals refer to any person who may have different cultures, national origins, gender identities, gender expressions, sexual orientation, pregnancy statuses, racial and ethnic identities, linguistic backgrounds and languages, age, abilities, genetic information, veteran status, and spiritual/religious beliefs.*

MAJOR PILLARS



The DEISP Framework provides the hierarchical structure for current and future years, both in terms of the City's internal efforts and the external community partnership initiatives. The plan is driven by City Council's vision statement, which is then followed by the City's Diversity, Equity, and Inclusion Statement which further embeds multiple facets of the City's values to advance DEI, sets the tone and provides direction, and informs the development of the tactics. The plan has a total four pillars, which are broad focus areas that underpin the overall strategy of the plan. The pillars are:

1. Diverse Community Engagement and Representation:

Establish and maintain equitable pathways for diverse representation in City processes, services, and community-wide initiatives that foster systemic change and increase public awareness.

2. Equitable Communication and Accessibility: Engage in equitable communication focused on creating accessibility and enhancing external and internal messaging that reinforces the City's commitment to DEI.

3. Embedded Accountability and Sustainable Change: Evaluate City's initiatives and strategies to operationalize DEI across all City functions to establish measured growth and transformational change.

4. Inclusive Organizational Culture and Structures: Cultivate an inclusive workplace culture with equitable programs and policies that value and welcome individuals from diverse backgrounds.

The plan is also accompanied by an implementation matrix for tracking and reporting purposes.

Implementation & Tracking

This plan includes an implementation matrix that is similar in format to the Major City Goal work plans. Given the timing with the Major City Goal process for the 2023-2025 Financial Plan, all cross-departmental strategies, and actions in the DEISP are aligned with the current MCG work plans. The Office of DEI will spearhead the implementation and tracking of all tactics at least quarterly and post updated versions to the City's website. The Office of DEI will also prepare a yearly memo to Council in the spring of each year and to be presented to Council in the fall of each year.

Previous Council or Advisory Body Action

City Council received a study session on May 5, 2023, where direction and feedback was provided to staff. Additionally, the Human Relations Commission (HRC) received updates during the development process, and on January 10, 2024 HRC recommended to Council to adopt and approve the DEISP.

Public Engagement



City staff engaged in a series of community outreach and engagement activities to gather feedback that contributed to the development of the plan. This included the community wide vision survey, English and Spanish community workshops, and one-on-one interviews with community leaders. Additionally, to these efforts, other outreach measures were employed, including:

1. A dedicated page on the City's website.
2. Spanish radio shows announcements to outreach and engage the Spanish-speaking community.
3. Public hearing item as part of the Human Relations Commission
4. Ongoing email distribution and reminders to DEI networks
5. Presentation to the HRC to recommend City Council to adopt the DEISP.

CONCURRENCE

The Office of Economic Development & Tourism and the Office of Sustainability and Natural Resources were engaged in the process to ensure programmatic alignment. Likewise, each City Department was engaged in the review process and played instrumental roles in refining and approving the collaborative tactics that fall under their oversight.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378, which excludes from the definition of "Project" all organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

Budgeted: Yes
Funding Identified: Yes

Budget Year: 2023-24

Fiscal Analysis:

There is no fiscal impact directly associated with the adoption of the DEI SP. All tasks for the current financial plan are funded and future tasks will be funded through the subsequent budgetary processes.

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	0	0	\$	\$
State				
Federal				
Fees				
Other:				
Total	0	0	\$	\$

ALTERNATIVES

Council could decide not to approve the Diversity, Equity, and Inclusion Strategic Plan. This action is not recommended by staff because the plan is a key component of managing the City's DEI efforts.

ATTACHMENTS

A - Draft Diversity, Equity, and Inclusion Strategic Plan
B - Draft Implementation Matrix

CITY OF SAN LUIS OBISPO

DIVERSITY, EQUITY & INCLUSION STRATEGIC PLAN



FEBRUARY 2024

ACKNOWLEDGMENTS

LAND ACKNOWLEDGMENT

We acknowledge that the land on which the City sits carries the heritage and culture of the Indigenous Peoples of San Luis Obispo County, which includes the Salinan Tribe and the Yak titvu titvu Yak tilhini Northern Chumash tribe. We honor the Indigenous Communities' connection to the territories and respect the land on which we live and learn. As we continue to build community on these territories, we must keep in mind de-colonization and recognition expands beyond statements. Acknowledgment by itself is a small gesture and becomes meaningful when coupled with authentic relationship and informed action.

STRATEGIC PLAN ACKNOWLEDGMENT

The City of San Luis Obispo Office of Diversity, Equity, and Inclusion (DEI) would like to extend special thanks to the San Luis Obispo City Council, City Staff, Community Partners, and members of the community who generously gave their time to participate and prepare the City's Diversity, Equity, and Inclusion Strategic Plan (DEISP).

CITY COUNCIL

- Erica A. Stewart, Mayor
- Andy Pease, Vice Mayor
- Emily Francis, Council Member
- Jan Marx, Council Member
- Michelle Shoresman, Council Member

CITY STAFF REVIEWED BY:

- Derek Johnson, City Manager
- Christine Dietrick, City Attorney
- Whitney McDonald, Assistant City Manager, Community Services
- Greg Hermann, Deputy City Manager
- Emily Jackson, Finance Director
- Rick Scott, Police Chief
- Todd Tuggle, Fire Chief
- Greg Avakian, Parks & Recreation Director
- Timmi Tway, Community Development Director
- Nickole Domini, Human Resources Director
- Aaron Floyd, Utilities Director
- Matt Horn, Public Works Director
- Chris Read, Sustainability Manager
- Molly Cano, Economic Development and Tourism Manager

Prepared By:

- Nestor Veloz-Passalacqua, Diversity, Equity, & Inclusion Manager
- Matthew Melendrez, DEI Management Fellow

CONSULTING TEAM



**BEYA MAKEKAU ACTIONABLE
EQUITY CONSULTING**

CONTACT

Beya Makekau, Ed. D
Email: Marbeyam@gmail.com

All images in this document are courtesy of the City of San Luis Obispo.

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SECTION 1



INTRODUCTION

Located on the Central Coast of California, the City of San Luis Obispo (the City or SLO) serves as the county seat for San Luis Obispo County and one of the region's leading centers for diversity, equity, and inclusion. The City has established several efforts to create a more welcoming, inclusive, safe, and equitable community for all by making Diversity, Equity, and Inclusion (DEI)¹ a priority as reflected in the 2023-25 Major City Goals.

The objective of this plan is to establish overarching goals that intentionally integrate DEI principles into the fabric of the City's community and organizational culture. This integration is designed to pragmatically permeate day-to-day interactions and operations, emphasizing intentional efforts that support sustainable and transformational change. The benefits of this plan include 1) a clear direction propelled by well-defined objectives and tactics carefully aligned with the City's Council's vision for the community, 2) the establishment of realistic, ambitious initiatives that foster collective responsibility and deep collaboration with City departments and community partners, and 3) the advancement of innovation through equitable and inclusive employment practices, increased meaningful community outreach and engagement, and the development of equity-focused long-term financial and policy planning.

In 2020, the City Council authorized and approved a resolution that established a DEI Task Force, which was comprised of 12 residents and community members at-large. The [DEI Task Force](#) completed three-months of intensive work including assessments, data reviews, and presentations from diverse communities and groups to best understand the areas of improvement for the community. The group carefully evaluated and discussed DEI initiatives that could advance policies, systems, environments, and serve as a model for county-wide efforts. The DEI Task Force's work culminated with the release of the [Recommendations to City Council for Advancing Diversity, Equity, and Inclusion in the City of San Luis Obispo](#). The recommendations focused on systemic change across all City functions, departments, and policies and the community to create a culture of representation, equity, and inclusivity. The report included over 90 recommendations, but five (5) key recommendations were outlined, which included:

- 1) The adoption of DEI as a Major City Goal for fiscal year 2021-23 (completed)
- 2) Establish the Office of Diversity, Equity, and Inclusion within the City (completed)
- 3) Develop and implement the DEI Strategic Plan for the City (in process)
- 4) Commit ongoing, annual funding of at least \$150,000 for DEI High-Impact Grants (completed)
- 5) Charge the Human Relations Commission (HRC) to Designate Diversity, Equity, and Inclusion as a Standing Priority (completed)

In February 2021, the City also engaged in internal work, which culminated with the Internal Diversity and Equity Audit Report. The Report's recommendations, which were developed in collaboration with the DEI Employee Committee, focused on developing essential organizational actions in five (5) key areas, including 1) Recruitment,

¹ Diversity, Equity & Inclusion refers to social and organizational frameworks that promote wellbeing, fair treatment, and full participation for historically marginalized individuals and groups. **Diversity** is defined as the recognition and acceptance of the differences between people's social identities which can include race, ethnicity, gender identity, sexual orientation, ability, economic class, religion, nationality, and their intersections. **Inclusion** is defined as more than simply diversity and numerical representation, inclusion involves authentic and empowered participation and a true sense of belonging within a group or structure. Inclusion is incomplete without equity, and **Equity** recognizes historical and systemic oppression and acknowledges that different communities require different levels of support to succeed. To achieve equity, it may require an unequal distribution of resources to redress disparities and achieve equal outcomes.

2) Retention, 3) Workplace Climate, 4) Agency Operations, and 5) Leadership. The Task Force Recommendations, the Internal Diversity and Equity Audit Report, and the ongoing feedback and support from the DEI Employee Committee and work completed through the 2021-23 DEI Major City Goal has built the foundation to propel DEI initiatives into the future.

To date, the City has accomplished four (4) out of the five (5) DEI Task Force Recommendations. The outstanding recommendation was incorporated into the DEI Major City Goal for the 2023-25 Financial Plan. Staff presented a framework for the DEISP to the City Council at its May 5th, 2023, meeting and received key feedback and direction to focus on action-oriented and specific tactics that directly addresses diverse communities' needs and organizational transformation.

The DEISP is intended to be a roadmap through the 2027-28 fiscal year and to continue to expand on the current initiatives to create safe, welcoming, and inclusive spaces for all individuals in the City.

APPROACH

CULTURAL & HISTORICAL CONTEXT

The historical roots of San Luis Obispo run deep, anchored by the enduring presence of Indigenous Peoples dating back at least 15,000 years ago in the Diablo Canyon region. These first peoples hunted and shore-picked shellfish. The Yak tit̓u tit̓u Yak tiłhini Northern Chumash Tribe, who have called the region home for over 10,000 years, have been integral in the historical development of the City. By 1504, coastal land exploration took place by Spanish vessels, which carried members of the Filipino community. Spanish invasion and colonization in 1769 led to the establishment of Missions throughout California. The San Luis Obispo de Tolosa Mission was founded in 1772, around which the City of San Luis Obispo developed. From 1837 to 1846, Mexican land grants were distributed in the area, which created the County of San Luis Obispo. In 1848, California was forcibly taken from Mexico and became a territory of the United States. Mexican and Latinx communities remained prominent until the Civil War and the Dust Bowl era. Meanwhile, the Chinese community faced adversity with the Chinese Exclusion Act of 1882, leading to fluctuations in their population in the city. The Filipino/Filipinx community arrived by the early 1900s in response to the American occupation of the Philippines and contributed significantly to the Central Coast's labor demands. Japanese immigrants, mainly farmers, established schools, and farming cooperatives in the 1920s. In contrast, the Black community's significance only grew during World War II, primarily comprised of soldiers stationed at Camp San Luis Obispo and workers in service industries. The Japanese American population faced internment in 1942 and by the 1950s, Black and Mexican-born residents had become the predominant inhabitants of the former Japantown fostering Black-owned businesses.

The City founded their first governmental body to address racial inequity in January of 1964. The Human Relations Commission (HRC), an advisory body that still operates today, was formed with three City Council members. The HRC's initial purpose and recommendations included inter-racial relations, housing, employment, community life, development, social concerns, and human needs. Currently, the HRC's purpose is to promote and advance inclusion, mutual understanding, respect, and equitable treatment to all members of the San Luis Obispo community. In June 2020, the City Council unanimously passed a resolution affirming that racism is a public health crisis and allocated a historic \$160,000 into diversity spending.

Despite this rich history, demographically the population of the City remains predominantly white and when compared to that of the state (Table 1), systemic and social factors that may be impacting diversity within the City's population are further elucidated. The tapestry of the City's cultural history coupled with direct investments made by City Council frame the role that a DEISP has in cultivating a City that strives to be more diverse,

intentionally seeks to address inequities for underserved and underrepresented communities, and holistically serves its people.

Table 1: Racial and demographic data of the City of San Luis Obispo in comparison to the County and the State of California.

Demographics	California (2022 Population Estimate US Census)	County of San Luis Obispo (2022 Population Estimate US Census)	City of San Luis Obispo (2022 Population Estimate US Census)
Hispanic/Latino/Latinx	40.2%	23.8%	18.5%
White Alone (not Hispanic or Latino)	35.2%	67.5%	70.7%
Asian	15.9%	4.1%	5.3%
Black/African American	6.5%	2.2%	1.6%
American Indian/Native American	1.7%	1.4%	0.4%
Hawaiian/Pacific Islander	0.5%	0.2%	0.2%
Two or More Races	4.2%	3.7%	7.2%

Source: US Census

DEVELOPMENT

In 2023, the City engaged DEI consultant Dr. Beya Makekau to assist with the community engagement and development of the DEISP. The development of the DEISP followed a three-phase planning model: 1) discovery, 2) community engagement, and 3) implementation. The City recognizes that individuals often identify with multiple communities and are impacted by compounding systems of oppression, based on additional identity markers such as age, religion, and gender, also known as intersectionality. Identity and experience impact racial, health, and economic equity. As such, it was essential to identify tactics that center the experiences of underserved and underrepresented communities. This DEISP defines underserved and underrepresented communities as those who identify as:

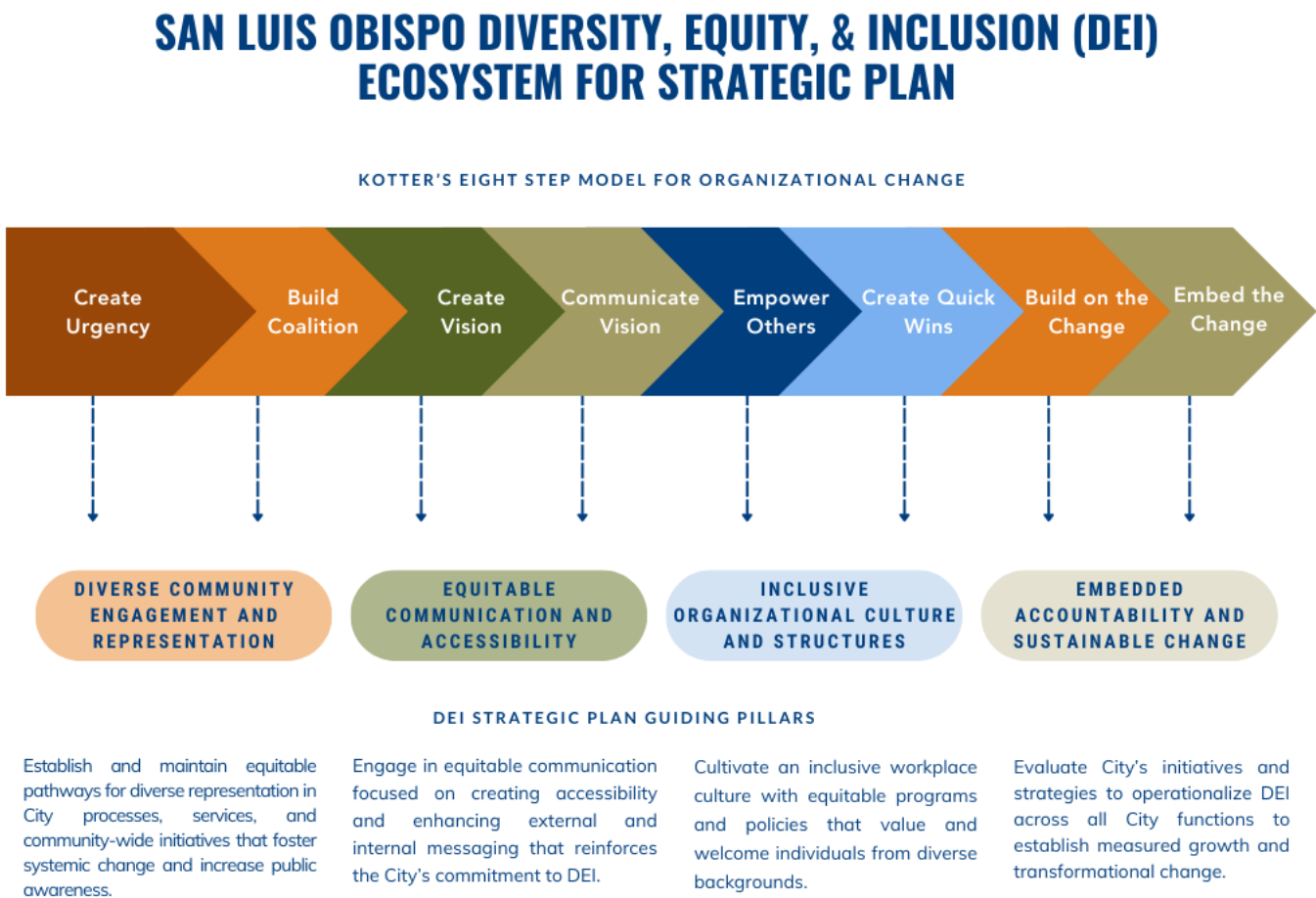
1. Native American & Indigenous People, American Indian, Alaska Natives
2. Black, African, African American
3. Latina, Latino, Latinx, Hispanic
4. Asian, Pacific Islander, Desi Americans
5. Immigrants, Refugees, Asylum-Seekers, Deferred Status Holders, Temporary Protected Status
6. Undocumented, Deferred Action for Childhood Arrivals (DACA), “Dreamers,” Non-Immigrant Visa Holders
7. Linguistically diverse, English language learners (ELL)
8. Economically Disadvantaged²

² Economically disadvantaged refers to individuals, groups, or communities who are socially disadvantaged whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged. Code of Federal Regulations. 13 CFR § 124.104.

- 9. People with disabilities
- 10. LGBTQIA2S+³
- 11. Farmworkers, Migrant Seasonal Workers

The framework for the DEISP was built on data analysis that centers peoples' experiences and identities in the community and utilizes Kotter's eight step model⁴ for organizational change. Kotter's model includes the following strategies: 1) Create urgency, 2) build coalition, 3) create vision, 4) communicate vision, 5) empower others, 6) create quick wins, 7) build on the change, and 8) embed the change. This framework will be utilized to communicate overall process and implementation strategies. The key findings coupled with this framework for organizational change informed the guiding pillars that makeup the ecosystem (Figure 1) for all tactics in the plan.

Figure 1. DEISP Ecosystem



The results are a strategic framework that aims to:

- 1. **Normalize** the concepts of DEI in City operations.

³ LGBTQIA2S+ refers to inclusive acronym of various queer identities, which stands for Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, Two Spirit, and more.

⁴ Bedard, A. (2023, December 21). *Kotter's Eight Step Model to organizational Change*. Kotter International Inc. https://www.kotterinc.com/methodology/?gad_source=1&gclid=CjwKCAiA7t6sBhAiEiwAsaieYsl9p-62qFMucjs0mUuLFQp0Dt9WjGyCoxSymuRBnnf85vOFVqus6RoCFisQAvD_BwE&gclidsrc=aw.ds

2. **Organize** efforts and build capacity in the community and across departments for connected, cohesive, and amplified efforts that foster internal and external partnerships.
3. **Operationalize** and embed equity practices into every part of the City functions.
4. **Inspire** expansion of DEI initiatives to build on what is already happening to maintain forward momentum.

KEY FINDINGS

The DEISP pillars and tactics were informed by data analysis from a community wide survey, in-depth one-on-one interviews, community workshops (Figure 2), and best practice research. These insights served as a compass, steering the recommended tactics in a direction firmly anchored in an assessment of the current state of the City, ensuring that the DEISP reflective of the community it aims to serve.

Figure 2. Community Engagement Overview



The analysis of responses focused on identifying potential gaps and classifying them as opportunities for the City’s DEI efforts. This involved examining how City services, projects, and programs contribute to the community, and ensuring that DEI initiatives are substantive rather than performative. The findings are:

Adopt a DEI statement that serves as a guiding principle for the future of the community and the City.

Of the 320 respondents surveyed on whether the City’s DEI Statement (page 8) serves as a guiding principle for current and future DEI initiatives, 225 expressed agreement or strong agreement concluding that the statement should be adopted. The statement was crafted incorporating input from Council, the DEI Task Force recommendations, and insights from the DEI Internal Audit Report. Workshop feedback, expert interviews, and further research highlighted the importance of adopting and communicating DEI values that guide the community and the City. Aligned with the City Council Vision Statement, the DEI Statement provides a tether for all City departments to ground their work in and affirm the City’s commitment to DEI.

Invest in City efforts that address issues of DEI.

In assessing the City's commitment to DEI, 176 out of 315 respondents, equivalent to about 56 percent, rated the City's efforts as above average or excellent. However, nearly 45 percent of respondents perceive the City's commitment as average or below average. This underscores the need for the City to proactively implement measures or initiatives that address issues of bigotry, foster spaces of belonging, and enhance inclusivity. Similarly, expert interviews and workshops’ feedback focused on centering City’ efforts in tackling such issues head-on. In doing so the City can more holistically address community needs and ensure underrepresented voices are valued and heard.

Enhance and embed DEI values in communications and outreach strategies.

When evaluating the alignment of the City's DEI values with communications, website, and outreach strategies, 178 out of 313 respondents, approximately 57 percent, deemed it as above average or excellent. Conversely, 43 percent of respondents identified a need for improvement in integrating DEI values into these channels. This underscores community feedback from workshops and the research indicating the need to use outreach tools to highlight positive narratives and successes. In addition, adopting culturally and linguistically diverse approaches in outreach and engagement efforts will allow the City to connect with diverse communities and groups more effectively.

Operationalize DEI values across all City functions and departments.

In evaluating the City's incorporation of DEI values into programs, projects, and services, 146 out of 312 respondents, representing 47 percent, deemed it as above average or excellent. Conversely, about 53 percent of respondents expressed that the City's efforts in these aspects are average, below average, or poor. Likewise, workshop and expert feedback highlighted the importance of the City's capacity and the opportunity to build upon on already established initiatives throughout different departments to embed DEI in day-to-day operations.

PLAN FRAMEWORK

CITY COUNCIL VISION STATEMENT

The City of San Luis Obispo is a dynamic community embracing its future while respecting its past with core values of civility, sustainability, inclusivity, regionalism, partnership, and resiliency.

DIVERSITY, EQUITY, & INCLUSION STATEMENT

The City of San Luis Obispo values diversity, promotes equity and belonging, actively denounces all forms of bigotry and believes that both in value and practice San Luis Obispo can be a place where all individuals are treated with dignity, respect, and inclusion. The City is dedicated to building a community and government in which diversity is celebrated, inclusion and equity are embedded in policy, and all members of the public are represented to ensure San Luis Obispo is a place all can thrive.*

**All individuals refer all cultures, national origins, gender identities, gender expressions, sexual orientation, pregnancy statuses, racial and ethnic identities, linguistic backgrounds and languages, age, abilities, genetic information, veteran status, and spiritual/religious beliefs.*

MAJOR PILLARS



The City's DEI statement serves as the foundational element of the plan and it sets the tone, provides direction, and informs the development of the strategies in the plan. The major pillars are broad themes designed to address four (4) key areas:

- 1. Diverse Community Engagement and Representation:**
Establish and maintain equitable pathways for diverse representation in City processes, services, and community-wide initiatives that foster systemic change and increase public awareness.
- 2. Equitable Communication and Accessibility:**
Engage in equitable communication focused on creating accessibility and enhancing external and internal messaging that reinforces the City's commitment to DEI.
- 3. Embedded Accountability and Sustainable Change:**
Evaluate City's initiatives and strategies to operationalize DEI across all City functions to establish measured growth and transformational change.
- 4. Inclusive Organizational Culture and Structures:**
Cultivate an inclusive workplace culture with equitable programs and policies that value and welcome individuals from diverse backgrounds.

SECTION 2



PILLARS & TACTICS

PILLAR 1. DIVERSE COMMUNITY ENGAGEMENT AND REPRESENTATION

Establish and maintain equitable pathways for diverse representation in City processes, services, and community-wide initiatives that foster systemic change and increase public awareness.

GOAL

1.1. STRENGTHEN PUBLIC INVOLVEMENT THROUGH INCLUSIVE COMMUNITY ENGAGEMENT AND EQUITABLE ACCESS TO INFORMATION AND DECISION-MAKING OPPORTUNITIES.

TACTICS

- 1.1.1. Establish bimonthly collaborative and informative meetings with Cal Poly Office of University Diversity & Inclusion and Cuesta College Office of Student Equity & Special Programs to further explore partnerships around education and training. (MCG #2.6.a)
- 1.1.2. Provide financial assistance to qualified families through City funded scholarships for youth related programs such as: before/after school childcare, spring break & summer camps, swim lessons, and after school sport programs. (MCG #2.8.d)
- 1.1.3. Explore and develop shared multicultural programming, activities, and events with Cal Poly, Cuesta College, and Non-profit partners through a pilot and/or pop-up multicultural center experience. (MCG #2.6.d)
- 1.1.4. Host City/Cal Poly quarterly roundtable (City & Cal Poly Leadership, DEI Employee Committee, HRC, Cal Poly students, DEI Leaders, Cuesta College, etc.) regarding community/student experience, relationship-building, and partnership programs. (MCG #2.6.c)
- 1.1.5. Continue to work with community partners (Police Advisory Committee and Roundtable) to give the community a voice in policing and ensure that 21st Century Policing Recommendations are implemented where possible. (MCG #2.5.c)
- 1.1.6. Annually report out on demographic data collected in NeoGov for City job applicants and Oracle for paid advisory body members and identify targeted strategies to address potential equity gaps.
- 1.1.7. Design and implement programs aimed at removing barriers and increasing the representation of Black and Indigenous People of Color (BIPOC) and LGBTQIA2S+ communities in all City advisory bodies. Including the process to track demographic data for City volunteers and unpaid advisory body members.
- 1.1.8. Research and explore ways to further integrate Tribal liaison functions in City programs and projects.
- 1.1.9. Research ways to allocate dedicated and ongoing funding capabilities to support equitable access to Parks & Recreation programs and services in the community.
- 1.1.10. Monitor community demographic data to best inform target areas for more inclusive community engagement strategies as recommended by the Public Engagement and Noticing (PEN) Manual.
- 1.1.11. Develop a DEI cabinet of key community group leaders to serve as trusted sources between the community and the City's DEI initiatives.

- 1.1.12. Develop or contract for interpretation services for critical and key events ensuring information, services, and outreach are presented in a culturally and linguistically appropriate manner for the key languages spoken in the City, including Spanish and ASL.
- 1.1.13. Develop and release a “how to” guide in Spanish and other languages on how to participate in public meetings and share public comment.
- 1.1.14. Research and explore a parking validation program for in-person attendance at City Council meetings.
- 1.1.15. Conduct community training and civic classes on how to be involved in City projects and programs in English and Spanish to ensure greater participation and representation.
- 1.1.16. Continue to provide Community Academy program in even numbered years including application outreach to underserved and underrepresented communities. (MCG #2.7.b)
- 1.1.17. Partner with veteran-based organizations to identify opportunities for learning for City departments and the public.
- 1.1.18. Support the implementation of the Sustainability & Natural Resources Office Major City Goal (MCG) climate justice initiatives impacting vulnerable populations.
- 1.1.19. Work with community organizations to provide additional resources and training to staff engaging with elderly populations to support inclusive engagement structures.

GOAL

1.2. ENHANCE LOCAL NON-PROFIT AND BUSINESS ENVIRONMENTS TO ENCOURAGE PRACTICES THAT PROMOTE A STRONGER SENSE OF COMMUNITY AND BELONGING

TACTICS

- 1.2.1. Utilize the Assistant VP for Strategic Planning and Network at Cal Poly OUDI to research best practices, grants for internships, programs, outreach, innovative practices, etc. (MCG #2.6.b)
- 1.2.2. Work with Cal Poly and Cuesta College to host interns. (MCG #2.1.b)
- 1.2.3. Research and explore a partnership with a qualified third party to develop and maintain a DEI competence certificate program for local businesses.
- 1.2.4. Support and partner with proven providers to implement a series of technical assistance events to educate and equip minority- and women-owned businesses (MWOBs) with the tools they need to be successful business owners in the community.
- 1.2.5. Support the review of policies and practices to ensure compliance with current anti-discrimination, anti-harassment, and retaliation law, and further the City’s DEI values.⁵
- 1.2.6. Partner with non-profit organizations, such as the Chamber of Commerce and Diversity Coalition, to research the viability of developing a Leadership SLO module or program which encourages BIPOC and LGBTQ+ communities to develop leadership skills and encourage diverse groups to assume leadership roles on municipal boards, commissions, and the City Council.

⁵ The City will include language in all of its new contracts, as of January 1, 2024 with entities that provide homeless services, requiring those entities to adopt reasonable accommodation policies and procedures that are consistent with the Americans with Disabilities Act, 42 U.S.C. Section 12131 et seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, and California Government Code Section 11135, and all other applicable anti-discrimination statutes (e.g., FEHA) as a condition of receiving funding.

- 1.2.7. Establish funding for all departments to add demographic questions to projects and programs in which such data will contribute to a better understanding of the participants' makeup and needs to inform inclusive enhancements to future projects.
- 1.2.8. Research opportunities to support ongoing funding for the DEI SLO Business Grant Program.
- 1.2.9. Support and sponsor job fairs to support businesses in engaging various communities that will foster more diverse and inclusive workforce development.
- 1.2.10. Support and embed an equity lens into the City financial planning and budget process.

METRICS

- 1. Increased representation and participation of underserved and underrepresented communities on advisory boards, as City volunteers, through City surveys, and within City processes.
- 2. Increased DEI knowledge, and competency across the entire community through multicultural programming, and assessments.
- 3. Increased satisfaction and sense of belonging for underserved and underrepresented communities within City processes and local businesses.
- 4. Increased access to information for underserved and underrepresented communities via linguistically inclusive communication initiatives.
- 5. Increased reporting on grant programs including number of individuals served, service hours provided, number of activities, and satisfaction with services/program, if applicable.
- 6. Established network of community-based organization and local businesses advancing DEI efforts throughout the city.

PILLAR 2. EQUITABLE COMMUNICATION AND ACCESSIBILITY

Engage in equitable communication focused on creating accessibility and enhancing external and internal messaging that reinforces the City's commitment to DEI.

GOAL

2.1. DEVELOP AND IMPLEMENT INCLUSIVE AND ACCESSIBLE COMMUNICATION STRATEGIES THAT REFLECT THE CITY'S DEI INITIATIVES.

TACTICS

- 2.1.1. Support the development and implementation of the Broadband Strategic Plan to ensure access is equitable and pursue funding to fill gaps. **(MCG #2.7.a)**
- 2.1.2. Complete training for applicable staff on the City's updated Public Engagement & Noticing (PEN) to ensure diverse participation. **(MCG #2.7.c)**
- 2.1.3. Establish consistent and regular messaging, either visual, written, or oral, that validates and encourages the City's commitment to DEI with the community and the City organization.
- 2.1.4. Partner with appropriate City departments to provide options for participation for all major public meetings when possible.
- 2.1.5. Develop comprehensive DEI material in collaboration with Tourism Business Improvement District (TBID) & Promotional Coordinating Committee (PCC) for the SLO Visitor Center.
- 2.1.6. Partner with SLOPD to develop communication response plan for local, state, or national events impacting policing and DEI.
- 2.1.7. Partner with SLOFD to enhance disaster preparedness outreach programs for those with disability, access, and functional needs, and lower-socio-economic community members who are disproportionately affected by natural disasters.
- 2.1.8. Incorporate land acknowledgement into City Council meetings and advisory body meetings.
- 2.1.9. Provide City Council meeting information or other forms of communication in Spanish on the City's website.
- 2.1.10. Develop diverse visual messaging to ensure individuals with limited literacy skills understand events, programs, or projects sponsored or led by the City.
- 2.1.11. Support City departments upon request in reviewing language, content, and images in all communication and marketing materials to ensure inclusion and accessibility.

GOAL

2.2. IMPROVE LOCAL DOWNTOWN AND OVERALL CITY ENVIRONMENTS BY CREATING OPPORTUNITIES TO CELEBRATE DIVERSITY AND FACILITATE INCLUSION.

TACTICS

- 2.2.1. Develop signage that articulates the City's DEI values at City parks including Mission Plaza.
- 2.2.2. Partner with the public art program to remove barriers and expand representation by diverse artists (BIPOC and LGBTQIA2S+) in the City.
- 2.2.3. Explore the development, expansion, and funding opportunities for cultural activations, promotions, and celebrations in downtown, such as expansion of banner programs and store-front decorations.

- 2.2.4. Explore and research the viability and implementation of all new City facilities to include gender inclusive restrooms⁶.
- 2.2.5. Explore and research ways to incorporate bilingual information in City signage for key destinations.
- 2.2.6. Research and explore the development of a community-led design process for creating a DEI icon to be included in City materials and shared with grant recipients, local businesses, and non-profit organizations.
- 2.2.7. Contract to develop a feasibility study for a multicultural center. (MCG #2.6.e)

METRICS

- 1. Expanded visibility and representation of diverse social identities and DEI values across all City communications and marketing initiatives.
- 2. Increased community awareness of the City's commitment to DEI and current efforts to advance DEI within the community.
- 3. Increased visibility of local organizations and businesses that have established a commitment to creating inclusive and equitable environments for all community members.
- 4. Increase sense of belonging and welcoming for underserved and underrepresented members at City facilities.

⁶ SB 1194 allows for multi-stall gender-neutral bathrooms. The bill was signed into law on September 29, 2022, allowing cities to adopt the new regulation for multi-stall gender-neutral bathrooms by adopting ordinances.

PILLAR 3. EMBEDDED ACCOUNTABILITY AND SUSTAINABLE CHANGE

Evaluate City's initiatives and strategies to operationalize DEI across all City functions to establish measured growth and transformational change.

GOAL

3.1. PRIORITIZE TRANSFORMATIONAL GOVERNANCE WHERE DEI IS EMBEDDED IN BUDGETING, PLANNING, PROGRAMMING, AND POLICYMAKING.

TACTICS

- 3.1.1. Further develop purpose, role, activities and enhance impact of DEI Employee Committee, including equal standing and priority to tasks and responsibilities assigned to the members (e.g. Employee Resource Groups (ERGs), newsletters, cultural celebrations, trainings, internal communication, public web pages, etc.). (MCG #2.1.c)
- 3.1.2. Continue to provide grant support to the HRC for DEI High Impact Grants and Human Services Grants and complete necessary follow up to ensure required reporting by grant recipients. (MCG #2.1.e)
- 3.1.3. Edit existing and create new policies and procedures that reflect a DEI lens for internal processes to ensure all City Departments support the DEI Major City Goal. (MCG #2.8.c)
- 3.1.4. Evaluate resources needed to implement the DEISP across City departments and make funding recommendations as needed.
- 3.1.5. Based on the completion of the DEI Strategic Plan, determine the ongoing support structure needed in the Office of DEI to optimally deliver organizational and community programs and services. (MCG #2.1.a)
- 3.1.6. Review and embed DEI language into existing policies and procedures, codes of conduct within facilities, parks, programs, events, and rentals for services provided to the community. (MCG #2.8.a)
- 3.1.7. Include the DEI Manager in Financial Planning Steering Committee meetings. (MCG #2.8.b)
- 3.1.8. Continue to support and act as the staff liaison to the Human Relations Commission. (MCG#2.1.d)
- 3.1.9. Annually revise and enhance DEI section in the City's Legislative Platform.
- 3.1.10. Develop and implement a DEI language toolkit for City staff that includes guidelines to address inequities while also building better practices.
- 3.1.11. Include DEI parameters in the review and selection process of all available City grant funding opportunities in compliance with Proposition 209.⁷
- 3.1.12. Develop and distribute to the community and partners a brief annual report from the Office of DEI highlighting outcomes and results of DEI work.

⁷ Proposition 209 is a California ballot proposition which, upon approval in November 1996, amended the state constitution to prohibit state governmental institutions from considering race, sex, or ethnicity, specifically in the areas of public employment, public contracting, and public education. This does not prohibit institutions from developing codes of conduct and values rooted in diversity, equity, and inclusion.

- 3.1.13. Explore, research, and implement the development of a Racial Equity Statement and a Gender Equity Statement to support the Community Development Department in their collaborative housing and homelessness funding opportunities.
- 3.1.14. Embed and operationalize the City's equity considerations, as presented in the Climate Adaptation & Safety Element (CASE)⁸ report, into project and program design, development, and implementation via project plans.
- 3.1.15. Provide support to the Community Development Department and other departments in reviewing public engagement practices, policies, plans, and proposed ordinances to ensure inclusive and equitable outcomes.

GOAL

3.2. PARTNER WITH PUBLIC FACING CITY DEPARTMENTS IN PURSUING STRATEGIES AIMED AT INCREASING DIVERSITY, ADDRESSING INEQUITIES, AND FOSTERING SYSTEMIC CHANGE

TACTICS

- 3.2.1. Promote DEI best practices in Police Department (PD) recruiting and hiring efforts. (MCG #2.5.a)
- 3.2.2. Work in partnership with Public Works and the Police Department to ensure new public safety building design is equitable and inclusive for the community and all department employees. (MCG #2.5.c)
- 3.2.3. Complete a planning study for gender inclusive restroom and sleeping facilities for Fire Stations 3 & 4. Process with design work pending results of study. (MCG #2.4.d)
- 3.2.4. Develop a Bias and Hate Incident Reporting process in collaboration with the Police Department and work with the Human Relations Commission (HRC) to review citywide hate crime and incident data on a quarterly basis and identify appropriate supportive action(s) through the Office of DEI.
- 3.2.5. Develop outreach, recruitment, and retention, and advancement programs to remove barriers to access for diverse communities in Fire, Police, Utilities, and the Public Works departments.
- 3.2.6. Embed DEI guidelines into the capital improvement project review committee processes.

METRICS

- 1. Increased awareness of the impact of bias incidents and hate crimes within the community with an understanding of how to appropriately respond when needed.
- 2. Increased accountability across all City departments by measuring completion of City DEI projects, trainings, and initiatives.
- 3. Increased presence of embedded DEI measures in the development, evaluation, and approval processes of City programs and projects.

⁸ The Climate Adaptation and Safety Element (CASE) serves as the City's Safety and Environmental Justice elements, which are required elements of general plans subject to the requirements of Government Code 65302(g)(h). Under state law, a safety element promotes protection for the community from unreasonable risks related to slope instability, seismic activity, subsidence, liquefaction, known hazards, flooding, wildland and urban fires, tsunami, seiche, dam failure, and climate change. An environmental justice element addresses unique and compounded health risks in vulnerable and disadvantaged communities by decreasing pollution, exposure, increasing community assets, and improving overall health.

PILLAR 4. INCLUSIVE ORGANIZATIONAL CULTURE AND STRUCTURE.

Cultivate an inclusive workplace culture with equitable programs and policies that value and welcome individuals from diverse backgrounds.

GOAL

4.1. EMPOWER CITY LEADERSHIP AND CITY STAFF TO BUILD UPON THEIR DEI COMPETENCIES AND ENGAGE IN EXPANDED EDUCATIONAL OFFERINGS.

TACTICS

- 4.1.1. Provide DEI-related training for all staff of all levels (Council, Commissions, Advisory Boards, Directors, Managers, Staff, etc.) (MCG #2.4.c)
- 4.1.2. Update and provide resources using the internal DEI website to engage staff in knowledge-acquisition and skill-retention opportunities.
- 4.1.3. Collaborate with Human Resources to develop mandatory specialized DEI training matrix across all positions within the organization that identifies required and preferred DEI training objectives.
- 4.1.4. Incentivize and recognize participation in inclusive leadership training modules for all Department Heads and managers within the organization.
- 4.1.5. Promote professional development opportunities outside the organization for staff to enhance their DEI competencies.

GOAL

4.2. FOSTER AN INCLUSIVE WORKPLACE CULTURE THAT PROMOTES EQUITABLE HIRING, RETENTION, AND PROMOTION PRACTICES.

TACTICS

- 4.2.1. Continue to enhance job descriptions and recruiting materials such as material in Spanish or in different formats to create easy access. (MCG #2.3.a)
- 4.2.2. Assess and develop enhancements processes such as implementing DEI-focused screening and interviewing trainings to personnel and interview panels. (MCG #2.3.b)
- 4.2.3. Create and rollout DEI-focused trainings for employees. (MCG #2.3.c)
- 4.2.4. Examine policies and programs to support primary caretakers. (MCG #2.3.d)
- 4.2.5. Collaborate with Human Resources to formalize a bilingual program for City employees including supplemental staff.
- 4.2.6. Continue communicating childcare options and resources for City employees; additional to First 5 findings. Explore flex schedules, job share, remote options, etc. (MCG #2.3.e)
- 4.2.7. Implement an annual Quarterly Management Meeting to be focused on DEI in collaboration with the Office of DEI.
- 4.2.8. Conduct job qualification study to identify comparable/transferable qualifications or skill sets between education and years of experience.
- 4.2.9. Research and explore employment pipeline programs to remove barriers for diverse individuals including but not limited to Black, Indigenous, people of color, people within the LGBTQIA2S+ community, and those who have diverse neuro and physical abilities.

- 4.2.10. Partner with Human Resources and City Attorney's Office to research a process for employees to report bias incidents that occur in the workplace.
- 4.2.11. Collaborate with established Employee Resource Groups ⁹(ERGs) such as PACE¹⁰ and SLOHAS¹¹ to embed DEI into ongoing staff development and engagement opportunities.
- 4.2.12. Develop hiring toolkit for hiring panels that focuses on addressing bias in the workplace.
- 4.2.13. Integrate DEI requirements into performance evaluations for management level positions which can include, but is not limited to training, team development, and project implementation.
- 4.2.14. Develop and implement a DEI module in new hire onboarding process. (MCG #2.4.b)
- 4.2.15. Work with the Employee Recognition Committee to establish an Inclusive Excellence Staff Award.
- 4.2.16. Collaborate with the Fire Department and other interested departments to expand their internship and mentorship program to remove barriers and increase diverse recruitment practices and employment retention.
- 4.2.17. Require departments, with the support of the Office of DEI, to complete a DEI "SWOT" analysis for internal strength, weaknesses, opportunities, and threats every other year in alignment with the City financial planning processes.

METRICS

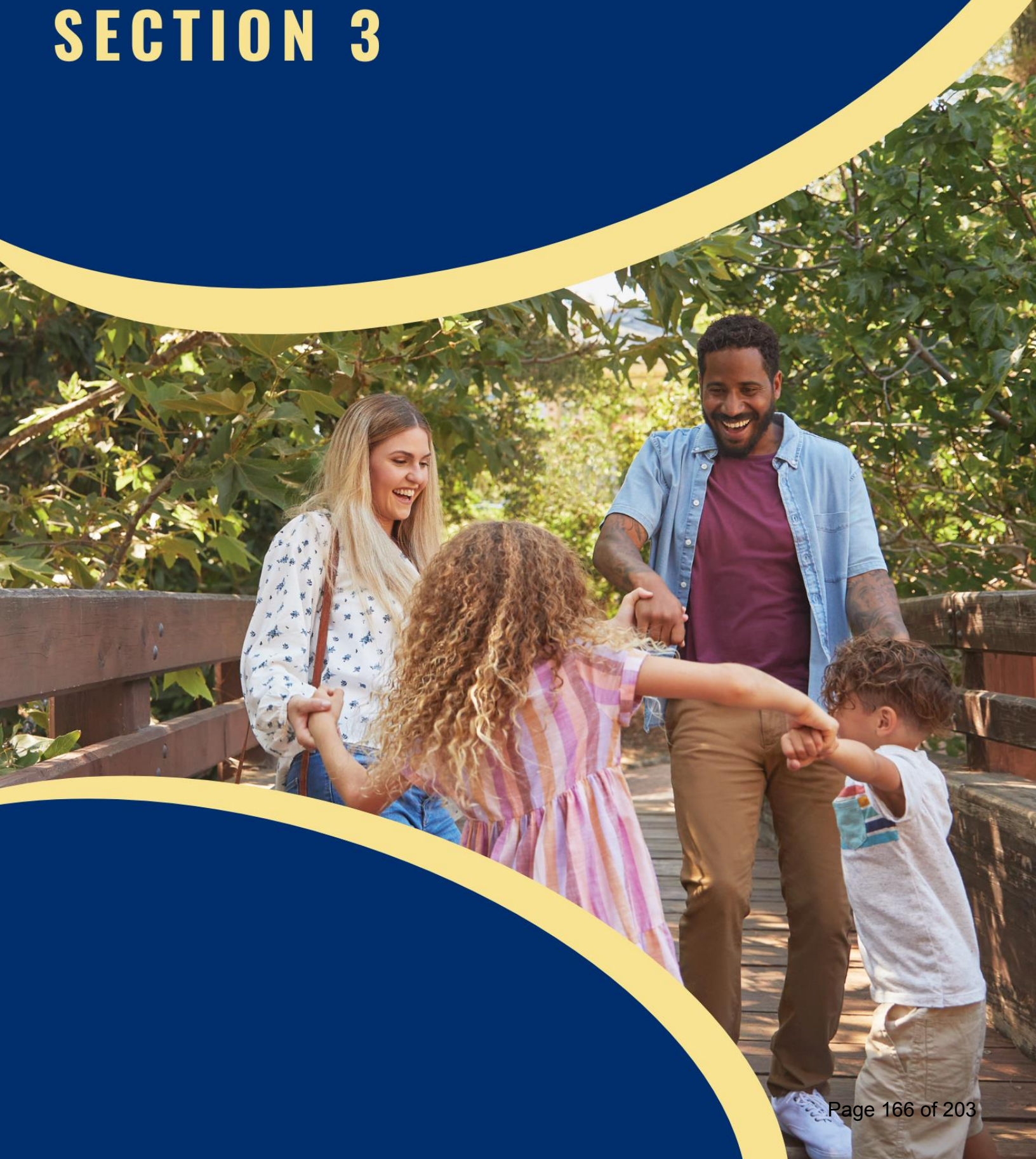
1. Increased percentage of City staff with DEI knowledge and competency.
2. Increased DEI professional development options and leadership trainings provided to City staff.
3. Increased diversity in City applicant pools through marketing, recruiting, and utilization of DEI network.
4. Increased retention rates of underserved and underrepresented staff across all City departments.
5. Increased staff recognition for contributing to City's DEI projects and efforts.
6. All City staff trained on DEI knowledge, leadership, and work competencies by the end of fiscal year 2027.

⁹ Employment Resource Groups (ERGs) refer to voluntary employee-led groups designed to create and promote a sense of belonging, positive, and inclusive work culture usually around employee's shared identities.

¹⁰ The Professional Association of City Employees (PACE) is an ERG open to all City employees who wish to grow personally and professionally through the creating and sharing of classes, programs, and community volunteer projects with other City employees.

¹¹ SLO Healthy & Smart (SLOHAS) is an ERG. Its purpose is to steward and to implement the City's organization-wide commitment to a healthy and smart culture.

SECTION 3



IMPLEMENTATION

The DEISP is a crucial tool for advancing City programs and initiatives. Successful implementation of the plan will encourage advancements to City infrastructure that will aid in addressing systemic and structural inequities, build a stronger sense of community and belonging, and enhance inclusive programs, projects, or initiatives delivered to the community.

Metrics of success were intentionally embedded into the strategic plan as a mechanism for identifying progress and building accountability. Metrics provided are illustrative and may be reviewed and updated. The plan will also serve as the guiding document for the development of ongoing City DEI efforts which includes annual reports to City Council regarding progress and completion.

Implementation of the first two years of the plan is currently funded, and funding for years three to five will be determined during the City's budgeting processes.

There is no one-size-fits-all approach for implementation of the plan in the community and across all City Departments, nor can we anticipate a linear process. This strategic plan is designed to guide the City through a journey of championing and operationalizing DEI initiatives. Implementing a DEI strategic plan is a collaborative effort. Champions exist at all levels of the City organization and will need to work collectively toward advancing the strategies outlined in this plan. The Office of DEI will be the primary lead for advancing the strategic plan and providing support to corresponding departments which are essential partners in reaching the goals and objectives outlined in the plan.

Figure 1. Sample Implementation Matrix

NOTE: All fiscal years are subject to evaluation, resource allocation, and funding during the Major City Goal and Budget process for the respective year.	LEAD ORGANIZATION	SUPPORTING PARTNERS	TIMELINE				
			ONGOING	FY24-25	FY25-26	FY26-27	FY27-28
PILLAR 1: DIVERSE COMMUNITY ENGAGEMENT AND REPRESENTATION							
1.1. STRENGTHEN PUBLIC INVOLVEMENT THROUGH TRANSFORMATIONAL COMMUNITY ENGAGEMENT, EQUITABLE ACCESS TO INFORMATION, AND DECISION-MAKING OPPORTUNITIES							
1.1.1. Establish bimonthly collaborative and informative meetings with Cal Poly Office of University Diversity & Inclusion and Cuesta College Office of Student Equity & Special Programs to further explore partnerships around education and training. (include MCG #2.6.a)	Admin-DEI	Cal Poly & Cuesta College	✓				
1.1.2. Provide financial assistance to qualified families through City funded scholarships for youth related programs such as: before/after school childcare, spring break & summer camps, swim lessons, and after school sport programs. (include MCG #2.8.d)	P&R	Parks & Recreation	✓				
1.1.3. Partner with proven providers to offer and promote a multicultural programming series that is free and open to the public. (include MCG #2.6.d)	Admin-DEI	Cal Poly	✓	Q1	Q1		
1.1.4. Host City/Cal Poly quarterly roundtable (City & Cal Poly Leadership, DEI Employee Committee, HRC, Cal Poly students, DEI Leaders, Cuesta College, etc.) regarding community/student experience, relationship-building, and partnership programs. (include MCG #2.6.c)	Admin-DEI	Cal Poly, Cuesta College, Other Non-profits	✓				
1.1.5. Continue to work with community partners (PAC and Roundtable) to give the community a voice in policing and that 21 st Century Policing Recommendations are implemented where possible. (include MCG #2.5.c)	Admin-DEI & PD	PD	✓				
1.1.6. Develop a process to track demographic data of advisory body members and applicants, to inform strategies to broaden representation.	Admin-DEI	Clerk's Office		Q1			
1.1.7. Design and implement pipeline programs aimed at increasing the representation of Black and Indigenous People of Color (BIPOC) and LGBTQIA2S+ communities in all City advisory bodies.	Admin-DEI & HR	Human Resources		Q2			
1.1.8. Develop a process to track demographic data for City volunteers to inform strategies to broaden representation.	Admin-DEI & P&R	Parks & Recreation		Q2			
1.1.9. Research and explore ways to further integrate Tribal liaison functions in City programs and	Admin-DEI	Administration Department			Q1		
1.1.10. Research ways to increase the scholarship program for Parks & Recreation Youth Services Scholarship program.	Admin-DEI & P&R	Parks & Recreation		Q3	Q1		
1.1.11. Foster cross-collaboration between non-profits and businesses to create diverse and inclusive programs and partnerships and leverage resources aimed at centering the needs and experiences of underserved and underrepresented communities.	Admin-DEI & EDT	Office of Economic Development & Tourism		Q1			
1.1.12. Monitor community demographic census data to best inform target areas for more inclusive community engagement strategies as recommended by the PEN Manual.	Admin-DEI	Administration Department		Q1			
1.1.13. Develop a DEI cabinet of key community group leaders to serve as trusted sources between the community and the City's DEI initiatives.	Admin-DEI	Administration Department		Q4	Q3		
1.1.14. Develop or contract out interpretation services for critical and key events ensuring information, services, and outreach are presented in a culturally and linguistically appropriate manner for the key languages spoken in the City including Spanish and ASL.	Admin-DEI	Administration Department		Q2	Q3		

SECTION 4



DEI SURVEY RESULTS

To provide a foundation for the strategic planning process, the Office of DEI engaged in extensive community engagement (illustrated in Figure 2, page 7) and a robust analysis of qualitative and quantitative data. This section provides highlights from the DEISP Community Wide Vision Survey, which was conducted as part of the community outreach efforts from September 18, 2023, to October 31, 2023. Outreach activities included the community wide vision survey, the English and Bilingual workshops, one-on-one interviews with community leaders and experts, and Spanish radio announcements. The DEI Context Analysis examined the impacts of established strategies and the potential new initiatives influencing the City's future application of DEI.

SURVEY OVERVIEW

The Office of DEI conducted an online survey of City residents and the community at-large. The survey was open for a seven-week period between September 18, 2023, and October 31, 2023, and drew 328 respondents. The survey instrument opened with questions about adopting a DEI statement as a guiding principle, current DEI efforts, a potential vision of DEI for the City, and then followed by respondent location and demographics. All responses were confidential. Findings from the survey were used to guide the direction of the strategic plan. While the survey was not designed to be a scientific sample, the pool of respondents was sufficient to yield valuable and relevant input from City residents and community members at-large. A breakdown of participant demographical data can be found below:

Geographical Demographics: A large majority of survey respondents were City residents. However, many who do not live within City limits do work, study, and play within San Luis Obispo and are key contributors to shaping a more equitable and inclusive community.

Demographic	Percentage
City of San Luis Obispo Residents	74.92%
County Residents	25.8%

Age Demographics: Current social needs and factors impact various age groups differently, based on the data below their insight was gleaned on the importance of targeted outreach for individuals under the age of 26 and those above the age of 78.

Age Group	Percentage of Respondents
0-26	5.90%
27-42	31.98%
43-58	26.08%
59-77	28.88%
78-95	1.86%
96+	1.24%
Prefer not to disclose	4.03%

Language Diversity: While English is the dominant language, approximately 13% of the community speaks languages such as Spanish, Vietnamese, Arabic, Chinese, Mandarin, Visayan, & Gujarati, indicating the need for tailored engagement strategies.

Identity Demographics: Identity specific demographic was collected to better understand how respondents' identities correlated to overall assessment of DEI efforts within the City.

Disability

Disability Type	Number of Responses
No Disability	252
Disability	46

Race and Ethnicity

Ethnicity	Number of Responses
Latino/Latinx/Latine/Hispanic	49
White/Caucasian	203
Prefer Not to Answer	51
Two or More Races	38
Asian, Asian American, and Desi	13
Black and African American	5
Native American and Alaska Native	6

Gender Identity

Gender Identity	Number of Responses
Cisgender Female/Women	140
Cisgender Male/Man	99
Transgender Male/Man, Transgender Female/Woman, etc.	Varies
Prefer Not to Answer	Varies

Sexual Orientation

Sexual Orientation	Number of Responses
Heterosexual or Straight	205
Other (Asexual, Gay or Lesbian, Bisexual, Pansexual, etc.)	Varies

Prefer Not to Answer	Varies
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Military Status

Military Status	Number of Responses
No Military Status	279
Military Association	22
Prefer Not to Answer	17

The diverse range of responses highlights the richness of the San Luis Obispo community and aided in the development of the plan. This data ensured that the overall vision for the plan was grounded in feedback from a diverse community perspective and experience.

Figure 2. San Luis Obispo of Tomorrow
Which word or phrase describe your vision of DEI for the City of San Luis Obispo?



Source: Results from DEISP Community Wide Vision Spanish Survey 2023 compiled by the DEI Office.

Notes: Respondents were asked to describe their vision of the City for the future by selecting up to five choices from a predetermined list (provided responses) or to write in their own custom response. Write-in responses that did not directly align with or answer the question were not included in the development of the above graphic. Since the survey was also offered in Spanish, the above selection of words is a direct translation of the English options, which are also listed below. The translation was intended to maintain the genuine meaning of each response while making it easier for survey participants to understand the complexities and definitions for each predetermined item in the list.



Source: Results from DEISP Community Wide Vision English Survey 2023 compiled by the DEI Office.

Notes: Respondents were asked to describe their vision of the City for the future by selecting up to five choices from a predetermined list (provided response) or to write in their own custom response. Write-in responses that did not directly align with or answer the question were not included in the development of the above graphic.



ABOUT THIS DOCUMENT

This implementation matrix is designed to be a flexible, ever-evolving tool for tracking progress towards implementation of your strategic plan. In addition to identifying lead organizations and establishing priorities, it provides a graphic representation of when actions should realistically be implemented and suggests potential partners to help carry them out. The status column provides a visual indicator for monitoring where each strategy and action stands. Finally, space is provided for logging key milestones and accomplishments or capturing notes about barriers encountered.

MATRIX COMPONENTS

Lead Organization Organization responsible for implementation of this task.

Supporting Partners Stakeholder and partner organizations that will serve as collaborators or that can help move implementation forward.

Timeline A visual representation of the suggested timing of implementation

Status **ON TRACK** *This item has been accomplished or action is on track toward meeting or maintaining this task.*

IN PROGRESS *Action has been initiated, but is delayed or otherwise not fully on track. Requires removal of barriers or other actions to achieve implementation.*

INCOMPLETE *Action has not begun on this item or barriers may prevent implementation.*

Key Accomplishments / Notes Brief description of relevant activities, major milestones, and/or accomplishments related to this task.



ORGANIZATIONS OUTREACHED AND ENGAGED

Abbreviation	Organization Name
5CHC	5 Cities Homeless Coalition
AAPI	AAPI SLO County
ASN	Access Support Network
AIA	American Institute of Architects local chapter
SLOBHD	Behavioral Health Department
BBBS	Big Brothers Big Sisters
N/A	Building a Better SLO
Cal Poly	Cal Poly San Luis Obispo OUDI
Cal Poly	Cal Poly Black Academic Excellence Center
Cal Poly	Cal Poly Black Student Union
Cal Poly	Cal Poly Center for Innovation & Entrepreneurship
Cal Poly	Cal Poly Multicultural Center
CCCUSS	Central Coast Coalition for Undocumented Student Success
N/A	Central Coast Follies
N/A	Central Coast Youth Chorus
N/A	City Farm SLO
CAPSLO	Community Action Partnership of San Luis Obispo County, Inc (CAPSLO)

CCC	Community Counseling Center (CCC) of San Luis Obispo
N/A	Conzona Women's Ensemble
CASA	Court Appointed Special Advocates of San Luis Obispo County, Inc
Corazón Latino	Corazón Latino
Cuesta	Cuesta College
CCF	Cuesta College Foundation
Cal Poly	Disability Resource Center (Cal Poly)
Cuesta	Disability Resource Center (Cuesta College)
N/A	Dismantling Racism from the Inside Out/Bend the Arc
Diversity Coalition	Diversity Coalition of San Luis Obispo County
N/A	Downtown SLO
N/A	Festival Mozaic
Food Bank	Food Bank Coalition of San Luis Obispo County
N/A	Foundation for the Performing Arts Center
GALA	GALA Pride and Diversity Center
N/A	History Center of SLO County
Hospice	Hospice of San Luis Obispo County
ILRC	Independent Living Resource Center, INC
N/A	Jack's Helping Hand, Inc
JCC	Jewish Community Center Federation
LOC	Latino Outreach Council
N/A	Literacy for Life Organization
N/A	Listos CA (Central Coast)
N/A	Long Term Care Ombudsman Services of San Luis Obispo County

NOTE: All fiscal years are subject to evaluation, resource allocation, and funding during the Major City Goal and Budget process for the respective year.	LEAD ORGANIZATION	SUPPORTING PARTNERS	TIMELINE					STATUS	KEY ACCOMPLISHMENTS / NOTES	
			ONGOING	FY24-25	FY25-26	FY26-27	FY27-28			
PILLAR 1: DIVERSE COMMUNITY ENGAGEMENT AND REPRESENTATION										
1.1. STRENGTHEN PUBLIC INVOLVEMENT THROUGH INCLUSIVE COMMUNITY ENGAGEMENT AND EQUITABLE ACCESS TO INFORMATION, AND DECISION-MAKING OPPORTUNITIES										
1.1.1. Establish bimonthly collaborative and informative meetings with Cal Poly Office of University Diversity & Inclusion and Cuesta College Office of Student Equity & Special Programs to further explore partnerships around education and training. (include MCG #2.6.a)	Admin-DEI	Cal Poly & Cuesta College	✓							
1.1.2. Provide financial assistance to qualified families through City funded scholarships for youth related programs such as: before/after school childcare, spring break & summer camps, swim lessons, and after school sport programs. (MCG #2.8.d)	P&R	Parks & Recreation	✓							
1.1.3. Explore and develop shared multicultural programming, activities, and events with Cal Poly, Cuesta College, and Non-profit partners through a pilot and/or pop-up multicultural center experience.. (include MCG #2.6.d)	Admin-DEI	Cal Poly	✓							
1.1.4. Host City/Cal Poly quarterly roundtable (City & Cal Poly Leadership, DEI Employee Committee, HRC, Cal Poly students, DEI Leaders, Cuesta College, etc.) regarding community/student experience, relationship-building, and partnership programs. (MCG #2.6.c)	Admin-DEI	Cal Poly, Cuesta College, Other Non-profits	✓							
1.1.5. Continue to work with community partners (Police Advisory Committee and Roundtable) to give the community a voice in policing and ensure that 21 st Century Policing Recommendations are implemented where possible. (MCG #2.5.c)	Admin-DEI & PD	PD	✓							
1.1.6. Annually report out on demographic data collected in NeoGov for City job applicants and Oracle for paid advisory body members and identify targeted strategies to address potential equity gaps.	Admin-DEI	Clerk's Office & HR		Q4						
1.1.7. Design and implement programs aimed at removing barriers and increasing the representation of Black and Indigenous People of Color (BIPOC) and LGBTQIA2S+ communities in all City advisory bodies. Including the process to track demographic data for City volunteers and unpaid advisory body members.	Admin-DEI & HR	Human Resources		Q2						
1.1.8. Research and explore ways to further integrate Tribal liaison functions in City programs and projects.	Admin-DEI & P&R	Administration Department		Q2						
1.1.9. Research ways to allocate dedicated and ongoing funding capabilities to support equitable access to Parks & Recreation programs and services in the community.	Admin-DEI	Parks & Recreation			Q1					
1.1.10. Monitor community demographic data to best inform target areas for more inclusive community engagement strategies as recommended by the Public Engagement and Noticing (PEN) Manual.	Admin-DEI & P&R	Administration Department		Q3						
1.1.11. Develop a DEI cabinet of key community group leaders to serve as trusted sources between the community and the City's DEI initiatives.	Admin-DEI	Administration Department		Q1						
1.1.12. Develop or contract for interpretation services for critical and key events ensuring information, services, and outreach are presented in a culturally and linguistically appropriate manner for the key languages spoken in the City, including Spanish and ASL.	Admin-DEI	Administration Department		Q1						
1.1.13. Develop and release a “how to” guide in Spanish and other languages on how to participate in public meetings and share public comment.	Admin-DEI	Administration Department		Q4						
1.1.14. Research and explore a parking validation program for in-person attendance at City Council meetings.	Admin-DEI	Public Works		Q2						
1.1.15. Conduct community training and civic classes on how to be involved in City projects and programs in English and Spanish to ensure greater participation and representation.	Admin-DEI	Administration Department		Q4						
1.1.16. Continue to provide Community Academy program in even numbered years including application outreach to underserved and underrepresented communities. (MCG #2.7.b)	Admin-DEI & Public Works	Administration Department	✓							
1.1.17. Partner with veteran-based organizations to identify opportunities for learning for City departments and the public.	Admin-DEI	Administration Department			Q1					
1.1.18. Support the implementation of the Sustainability & Natural Resources Office Major City Goal (MCG) climate justice initiatives impacting vulnerable populations.	Admin-DEI	Office of Sustainability & Natural Resources	✓							
1.1.19. Work with community organizations to provide additional resources and training to staff engaging with elderly populations to support inclusive engagement structures.	Admin-DEI	Administration Department	✓							
1.2 ENHANCE LOCAL NON-PROFIT AND BUSINESS ENVIRONMENTS TO ENCOURAGE PRACTICES THAT PROMOTE A STRONGER SENSE OF COMMUNITY AND BELONGING										
1.2.1. Utilize the Assistant VP for Strategic Planning and Network at Cal Poly OUDI to research best practices, grants for internships, programs, outreach, innovative practices, etc. (MCG #2.6.b)	Admin-DEI	Administration Department	✓							

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			ONGOING	FY24-25	FY25-26	FY26-27	FY27-28			
PILLAR 1: DIVERSE COMMUNITY ENGAGEMENT AND REPRESENTATION										
1.2.2. Work with Cal Poly and Cuesta College to host interns. (MCG #2.1.b)	Admin-DEI	Administration Department	✓							
1.2.3. Research and explore a partnership with a qualified third party to develop and maintain a DEI competence certificate program for local businesses.	Admin-DEI	Office of Economic Development & Tourism			Q4					
1.2.4. Support and partner with proven providers to implement a series of technical assistance events to educate and equip minority- and women-owned businesses (MWOBs) with the tools they need to be successful business owners in the community.	Admin-DEI	Office of Economic Development & Tourism					Q3			
1.2.5. Support the review of policies and practices to ensure compliance with current anti-discrimination, anti-harassment, and retaliation law, and further the City's DEI values	Admin-DEI	Human Resources				Q1				
1.2.6. Partner with non-profit organizations, such as the Chamber of Commerce and Diversity Coalition, to research the viability of developing a Leadership SLO module or program which encourages BIPOC and LGBTQ+ communities to develop leadership skills and encourage diverse groups to assume leadership roles on municipal boards, commissions, and the City Council.	Admin-DEI	Businesses & Non-profits				Q2				
1.2.7. Establish funding for all departments to add demographic questions to projects and programs in which such data will contribute to a better understanding of the participants' makeup and needs to inform inclusive enhancements to future projects.	Admin-DEI	Administration Department		Q4						
1.2.8. Research opportunities to support ongoing funding for the DEI SLO Business Grant Program.	Admin-DEI	Office of Economic Development & Tourism			Q1					
1.2.9. Support and sponsor job fairs to support businesses in engaging various communities that will foster more diverse and inclusive workforce development.	Admin-DEI	Human Resources				Q3				
1.2.10. Support and embed an equity lens into the City financial planning and budget process.	Admin-DEI	Finance Department			Q1					

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			ONGOING	FY24-25	FY25-26	FY26-27	FY27-28			
PILLAR 2: EQUITABLE COMMUNICATION AND ACCESSIBILITY										
2.1. DEVELOP AND IMPLEMENT INCLUSIVE AND ACCESSIBLE COMMUNICATION STRATEGIES THAT REFLECT THE CITY'S DEI INITIATIVES										
2.1.1. Support the development and implementation of the Broadband Strategic Plan to ensure access is equitable and pursue funding to fill gaps. (MCG #2.7.a)	Admin-DEI	Administration Department	✓							
2.1.2. Complete training for applicable staff on the City's updated Public Engagement & Noticing (PEN) to ensure diverse participation. (MCG #2.7.c)	Admin-DEI	Administration Department	✓							
2.1.3. Establish consistent and regular messaging, either visual, written, or oral, that validates and encourages the City's commitment to DEI with the community and the City organization.	Admin-DEI	Administration Department		Q1						
2.1.4. Partner with appropriate City departments to provide options for participation for all major public meetings when possible.	Admin-DEI	City Clerk's Office			Q4					
2.1.5. Develop comprehensive DEI material in collaboration with Tourism Business Improvement District (TBID) & Promotional Coordinating Committee (PCC) for the SLO Visitor Center.	Admin-DEI	Office of Economic Development & Tourism			Q2					
2.1.6. Partner with SLOPD to develop communication response plan for local, state, or national events impacting policing and DEI.	Admin-DEI	Police Department			Q1					
2.1.7. Partner with SLOFD to enhance disaster preparedness outreach programs for those with disability, access, and functional needs, and lower-socio-economic community members who are disproportionately affected by natural disasters.	Admin-DEI	Fire Department			Q1					
2.1.8. Incorporate land acknowledgement into City Council meetings and advisory body meetings.	Admin-DEI	Administration Department			Q1					
2.1.9. Provide City Council meeting information or other forms of communication in Spanish on the City's website.	Admin-DEI	Administration Department			Q1					
2.1.10. Develop diverse visual messaging to ensure individuals with limited literacy skills understand events, programs, or projects sponsored or led by the City.	Admin-DEI	Administration Department		Q1						
2.1.11. Support City departments upon request in reviewing language, content, and images in all communication and marketing materials to ensure inclusion and accessibility.	Admin-DEI	All City Departments		Q1						
2.2 IMPROVE LOCAL DOWNTOWN AND OVERALL CITY ENVIRONMENTS BY CREATING OPPORTUNITIES TO CELEBRATE DIVERSITY AND FACILITATE INCLUSION										
2.2.1. Develop signage that articulates the City's DEI values at City parks including Mission Plaza.	Admin-DEI	Administration Department			Q3					
2.2.2 Partner with the public art program to remove barriers and expand representation by diverse artists (BIPOC and LGBTQIA2S+) in the City.	Admin-DEI	Parks & Recreation			Q1					
2.2.3. Explore the development, expansion, and funding opportunities for cultural activations, promotions, and celebrations in downtown, such as expansion of banner programs and store-front	Admin-DEI	Office of Economic Development & Tourism			Q4					
2.2.4. Explore and research the viability and implementation of all new City facilities to include gender inclusive restrooms	Admin-DEI	Community Development			Q1					
2.2.5. Explore and research ways to incorporate bilingual information in City signage for key	Admin-DEI	Parks & Recreation			Q3					
2.2.6. Research and explore the development of a community-led design process for creating a DEI icon to be included in City materials and shared with grant recipients, local businesses, and non-profit organizations.	Admin-DEI	Administration Department			Q2					
2.2.7. Contract to develop a feasibility study for a multicultural center. (MCG #2.6.e)	Admin	Office of Sustainability & Natural Resources	✓							

NOTE: ALL FISCAL YEARS are subject to evaluation, resource allocation, and funding during the Major City Goal and Budget process for the respective year.	LEAD ORGANIZATION	SUPPORTING PARTNERS	TIMELINE					STATUS	KEY ACCOMPLISHMENTS / NOTES	
			ONGOING	FY24-25	FY25-26	FY26-27	FY27-28			
PILLAR 3: EMBEDDED ACCOUNTABILITY AND SUSTAINABLE CHANGE										
3.1. PRIORITIZE TRANSFORMATIONAL GOVERNANCE WHERE DEI IS EMBEDDED IN BUDGETING, PLANNING, PROGRAMMING, AND POLICY-MAKING										
3.1.1. Further develop purpose, role, activities and enhance impact of DEI Employee Committee, including equal standing and priority to tasks and responsibilities assigned to the members (e.g. Employee Resource Groups (ERGs), newsletters, cultural celebrations, trainings, internal communication, public web pages, etc.). (MCG #2.1.c)	Admin-DEI	Administration Department	✓							
3.1.2. Continue to provide grant support to the HRC for DEI High Impact Grants and Human Services Grants and complete necessary follow up to ensure required reporting by grant recipients. (MCG #2.1.e)	Admin-DEI	Administration Department	✓							
3.1.3. Edit existing and create new policies and procedures that reflect a DEI lens for internal processes to ensure all City Departments support the DEI Major City Goal. (MCG #2.8.c)	Admin-DEI	All City Departments	✓							
3.1.4. Evaluate resources needed to implement the DEISP across City departments and make funding recommendations as needed.	Admin-DEI	Administration Department	✓							
3.1.5. Based on the completion of the DEI Strategic Plan, determine the ongoing support structure needed in the Office of DEI to optimally deliver organizational and community programs and services.	Admin-DEI	Administration Department	✓							
3.1.6. Review and embed DEI language into existing policies and procedures, codes of conduct within facilities, parks, programs, events, and rentals for services provided to the community. (MCG #2.8.a)	Admin-DEI	All City Departments	✓							
3.1.7. Include the DEI Manager in Financial Planning Steering Committee meetings. (MCG #2.8.b)	Admin-DEI	Administration Department	✓							
3.1.8. Continue to support and act as the staff liaison to the Human Relations Commission.	Admin-DEI	Administration Department	✓							
3.1.9. Annually revise and enhance DEI section in the City's Legislative Platform.	Admin-DEI	Administration Department	✓							
3.1.10. Develop and implement a DEI language toolkit for City staff that includes guidelines to address inequities while also building better practices.	Admin-DEI	Administration Department			Q1					
3.1.11. Include DEI parameters in the review and selection process of all available City grant funding opportunities in compliance with Proposition 209	Admin-DEI	Administration Department			Q2					
3.1.12. Develop and distribute to the community and partners a brief annual report from the Office of DEI highlighting outcomes and results of DEI work.	Admin-DEI	Administration Department			Q4					
3.1.13. Explore, research, and implement the development of a Racial Equity Statement and a Gender Equity Statement to support the Community Development Department in their collaborative housing and homelessness funding opportunities.	Admin-DEI	Community Development		Q4						
3.1.14. Embed and operationalize the City's equity consideration, as presented in the Climate Adaptation & Safety Element (CASE) report, into project and program desing, development, and implementation via project plans.	Admin-DEI	Administration Department		Q4						
3.1.15. Provide support to the Community Development Department and other departments in reviewing public engagement practices, policies, plans, and proposed ordinances to ensure inclusive and equitable outcomes.	Admin-DEI	Administration Department		Q4						
3.2 PARTNER WITH KEY PUBLIC FACING CITY DEPARTMENTS IN PURSUING STRATEGIES AIMED AT CREATING DIVERSITY, ADDRESSING INEQUITIES, AND FOSTERING SYSTEMIC CHANGE										
3.2.1. Promote DEI best practices in Police Department (PD) recruiting and hiring efforts. (MCG #2.5.a)	Admin-DEI	Police Department	✓							
3.2.2. Work in partnership with Public Works and the Police Department to ensure new public safety building design is equitable and inclusive for the community and all department employees. (MCG #2.5.c)	Admin-DEI	PD & Public Works	✓							
3.2.3. Complete a planning study for gender inclusive restroom and sleeping facilities for Fire Stations 3 & 4. Process with design work pending results of study. (MCG #2.4.d)	Admin-DEI	Fire Department		Q1						
3.2.4. Develop a Bias and Hate Incident Reporting process in collaboration with the Police Department and work with the Human Relations Commission (HRC) to review citywide hate crime and incident data on a quarterly basis and identify appropriate supportive action(s) through the Office of DEI.	Admin-DEI	Administration Department		Q2						
3.2.5. Develop outreach, recruitment, and retention, and advancement programs to remove barriers to access for diverse communities in Fire, Police, Utilities, and the Public Works departments.	Admin-DEI	FD, PD, Utilities, and Public Works		Q1						
3.2.6. Embed DEI guidelines into the capital improvement project review committee processes.	Admin-DEI	Public Works		Q2						

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			ONGOING	FY24-25	FY25-26	FY26-27	FY27-28			
PILLAR 4: INCLUSIVE ORAGNIZATIONAL CULTUREA AND STRUCTURE										
4.1. EMPOWER CITY LEADERSHIP AND CITY STAFF TO BUILD UPON THEIR DEI COMPETENCIES AND ENGAGE IN EXPANDED EDUCATIONAL OFFERINGS										
4.1.1. Provide DEI-related training for all staff of all levels (Council, Commissions, Advisory Boards, Directors, Managers, Staff, etc.) (MCG #2.4.c)	Admin-DEI	Administration Department	✓							
4.1.2. Update and provide resources using the internal DEI website to engage staff in knowledge-acquisition and skill-retention opportunities.	Admin-DEI	Administration Department		Q1						
4.1.3. Collaborate with Human Resources to develop mandatory specialized DEI training matrix across all positions within the organization that identifies required and preferred DEI training objectives.	Admin-DEI	Human Resources		Q2						
4.1.4. Incentivize and recognize participation in inclusive leadership training modules for all Department Heads and managers within the organization.	Admin-DEI	Administration Department		Q2						
4.1.5. Promote professional development opportunities outside the organization for staff to enhance their DEI competencies.	Admin-DEI	Administration Department		Q3						
4.2 FOSTER AN INCLUSIVE WORKPLACE CULTURE THAT PROMOTES EQUITABLE HIRING, RETENTION, AND PROMOTION PRACTICES										
4.2.1. Continue to enhance job descriptions and recruiting materials such as material in Spanish or in different formats to create easy access. (MCG #2.3.a)	Admin-DEI	Human Resources	✓							
4.2.2. Assess and develop enhancements processes such as implementing DEI focused screening and interviewing trainings to personnel and interview panels. (MCG #2.3.b)	Admin-DEI	Human Resources	✓							
4.2.3. Create and rollout DEI-focused trainings for employees. (MCG #2.3.c)	Admin-DEI	Human Resources	✓							
4.2.4. Examine policies and programs to support primary caretakers. (MCG #2.3.d)	Admin-DEI	Human Resources	✓							
4.2.5. Collaborate with Human Resources to formalize a bilingual program for City employees including supplemental staff.	Admin-DEI	Human Resources								
4.2.6. Continue communicating childcare options and resources for City employees; additional to First 5 findings. Explore flex schedules, job share, remote options, etc. (MCG #2.3.e)	Admin-DEI	Human Resources	✓							
4.2.7. Implement an annual Quarterly Management Meeting to be focused on DEI in collaboration with the Office of DEI.	Admin-DEI	Human Resources		Q2						
4.2.8. Conduct job qualification study to identify comparable/transferable qualifications or skill sets between education and years of experience.	Admin-DEI	Human Resources		Q3						
4.2.9. Research and explore employment pipeline programs to remove barriers for diverse individuals including but not limited to Black, Indigenous, people of color, people within the LGBTQIA2S+ community, and those who have diverse neuro and physical abilities.	Admin-DEI	Human Resources			Q1					
4.2.10. Partner with Human Resources and City Attorney’s Office to research a process for employees to report bias incidents that occur in the workplace.	Admin-DEI	Human Resources & Attorney’s Office			Q1					
4.2.11. Collaborate with established Employee Resourve Groups (ERGs) such as PACE and SLOHAS to embed DEI into ongoing staff development and engagement opportunities.	Admin-DEI	Administration Department			Q2					
4.2.12. Develop hiring toolkit for hiring panels that focuses on addressing bias in the workplace.	Admin-DEI	Administration Department		Q1						
4.2.13. Integrate DEI requirements into performance evaluations for management level positions which can include, but is not limited to training, team development, and project implementation.	Admin-DEI	Human Resources		Q3						
4.2.14. Develop and implement a DEI module in new hire onboarding process. (MCG #2.4.b)	Admin-DEI	Human Resources	✓							
4.2.15. Work with the Employee Recognition Committee to establish an Inclusive Excellence Staff Award.	Admin-DEI	Administration Department		Q2						
4.2.16. Collaborate with the Fire Department and other interested departments to expand their internship and mentorship program to remove barriers and increase diverse recruitment practices and employment retention.	Admin-DEI	Fire Department		Q1						
4.2.17. Require departments, with the support of the Office of DEI, to complete a DEI “SWOT” analysis for internal strength, weaknesses, opportunities, and threats every other year in alignment with the City financial planning processes.	Admin-DEI	All City Departments		Q4						



Council Agenda Correspondence

DATE: February 16, 2024

TO: Mayor and Council

FROM: Whitney McDonald, Assistant City Manager

Prepared By: Rebecca Bernstorff, Business Manager – Community Service Group

VIA: Derek Johnson, City Manager

SUBJECT: ITEM 8a – STUDY SESSION TO RECEIVE AN UPDATE AND PROVIDE DIRECTION REGARDING THE CITYWIDE USER AND REGULATORY FEE STUDY

As staff have been preparing for the Fee Study Session, they have been concurrently working on finalizing the results of the final User Fee Study Report with an outside fee expert. In order to ensure accuracy, efficiency and ample time for review and public outreach before implementation of an updated fee schedule, staff are recommending deferring the March 19 Public Hearing recommendation that is currently in the Council Agenda Report.

Due to project manager staffing changes, and resources dedicated to the Parking Rate Study scheduled this Spring 2024, delaying the Fee Study will provide additional time for staff to review report results and share them with the community before returning to Council for any recommended actions.

As such, a change to the Recommendation section of the Council Agenda Report, is noted below in [blue](#):

RECOMMENDATION

1. Hold a study session and receive a presentation on the City's user and regulatory fees; and
2. Receive public input and provide guidance to staff regarding recommended fee-related structural changes and any adjustments to current policies or practices; and
3. Direct staff [to defer the Public Hearing to be in alignment with the timing of the Impact Fee Study, which is anticipated to be completed by January 2025, perform outreach to interested parties consistent with the Public Engagement and Noticing Manual ahead of the public hearing scheduled for March 19, 2024, to consider approving new user and regulatory fees consistent with the completed fee study.](#)

The Public Engagement section of the Council Agenda Report states:

Public Engagement

Staff began public engagement to inform stakeholders and the public regarding the fee study and update process in the beginning of February and are currently on the agendas for the February 15 Developer's Roundtable meeting, and the March 6, 2024 Parks and Recreation Commission meeting which may include recreational community user group representatives associated with sport field and facility rentals (e.g. roller hockey rink, swim center, and golf course).

While staff did present an overview of the user and regulatory fee study and the information included in this agenda item at the Developer's Roundtable on February 15, 2024, and received preliminary feedback from the group at that time, it is recommended that the Parks and Recreation Commission presentation be delayed until late 2024 or early 2025 when the final draft fee study is completed. However, staff will provide a brief status update to the Parks and Recreation Commission consistent with this recommended change in timing at the March 6, 2024 meeting.

Additionally, to align with the new recommendation, staff recommends changes to the Alternatives section of the Council Agenda report, as noted below in blue:

ALTERNATIVES

The Council could direct staff to not continue the finalization of the fee study and delay completion of the fee study until a later date. This action is not recommended in order to be in alignment with the Fee Cost Recovery Goals within the City's Fiscal Policies, including that fees are reviewed and updated on an ongoing basis (every five years and in the interim annually by CPI) to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery. It is important to complete a comprehensive fee study to be in alignment with our policies. Delaying consideration of the final draft user and regulatory fee study to coincide with the impact fee study in early 2025 would still be in alignment with ensuring cost recovery.

Schedule the hearing on March 19, 2024, this is not recommended as Staff's assessment is that more time is needed, and that organizational capacity needs to focus on delivering a thorough and comprehensive Parking Fee analysis coupled with alternatives and recommendations.



Department: Administration
Cost Center: 1009
For Agenda of: 2/20/2024
Placement: Study Session
Estimated Time: 90 minutes

FROM: Derek Johnson, City Manager
Prepared By: Whitney McDonald, Assistant City Manager
Timmi Tway, Community Development Director
Emily Jackson, Finance Director
Rebecca Bernstorff, Business Services and Administrative Manager

SUBJECT: STUDY SESSION TO RECEIVE AN UPDATE AND PROVIDE DIRECTION REGARDING THE CITYWIDE USER AND REGULATORY FEE STUDY

RECOMMENDATION

1. Hold a study session and receive a presentation on the City's user and regulatory fees; and
2. Receive public input and provide guidance to staff regarding recommended fee-related structural changes and any adjustments to current policies or practices; and
3. Direct staff to perform outreach to interested parties consistent with the Public Engagement and Noticing Manual ahead of the public hearing scheduled for March 19, 2024, to consider approving new user and regulatory fees consistent with the completed fee study.

POLICY CONTEXT

As a part of Section 2 – User Fee Cost Recovery Goals – within the [City's Fiscal Policies](#): Fees are reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery. In implementing this goal, a comprehensive analysis of City costs and fees should be made at least every five years. In the interim, fees are adjusted by annual changes in the Consumer Price Index. Fees may be adjusted during this interim period based on supplemental analysis whenever there have been significant changes in the method, level or cost of service delivery.

Additionally, as a part of Strategic Approach 1.5.c within the Economic Resiliency, Cultural Vitality and Fiscal Sustainability Major City Goal, implementing a City fee program update was identified as a work effort within the 2023-25 Financial Plan.

REPORT-IN-BRIEF

The City of San Luis Obispo's last fee study was conducted in 2017 by NBS Government Finance Group. The City's adopted Fiscal Policies include User Fee Cost Recovery Goals that call for the City to review and update user fees approximately every five years to adjust to changes in the cost-of-living and changes in methods/levels of service delivery (Attachment A, Fiscal Policies, Section 2, Cost Recovery Goals). As such, the City contracted with MGT Consulting of America, LLC (MGT) in 2023 to review and update the City's user and regulatory fees (commonly known as cost-of-service fees), which include development review and inspection, as well as fees charged for recreational classes, sport programs, and public safety services, among others. While the original scope for the study did include review of development impact fees (AB 1600 Fees), these fees are currently under review in a separate effort that will be presented to the City Council in early 2025.

The City's fiscal policy related to User Fee Cost Recovery Goals was most recently reaffirmed by the Council with adoption of the 2023-25 Financial Plan and identifies cost recovery amounts dependent upon types of projects/programs. Based on the current policy, Development Review related programs (including service/permit fees in planning, building and safety, engineering, and the fire department) should generally have high-cost recovery (100% in most instances) and programs in Parks and Recreation are divided into tiers (low, mid, high) dependent on the activities and users (see discussion in "cost recovery goals" below). The current fee schedule is provided in Attachment B.

The intent of this study session is to ensure that the City Council and community share an understanding of City fees and how fee studies are conducted, prior to future discussions on the specifics of the recommended fee changes. The report begins by differentiating between taxes and fees, and within fees, regulatory and user fees; cost recovery policy levels from the 2023-25 Financial Plan, the purpose of the current Fee Study and what it includes; the methodology in how the fees were calculated; and concludes with the City's current cost recovery level and key proposed structural changes and recommendations. This report also includes questions to facilitate City Council discussion and direction regarding the recommended changes to current policies and practices, which will inform the current fee study. The intent is to enable Council to approve new fees that can be implemented for FY 2024-25.

DISCUSSION

Background

Where City Revenue Comes From

The City's financial structure is separated into governmental and business activities, which are reported and administered through five major funds. Business activities (Water, Sewer, Parking, and Transit; also known as "enterprises") are distinguished from general governmental funds by their similarity to private sector enterprises and are funded primarily through user charges.

Taxes. The City's General Fund is the primary operating fund for general government operations and is largely funded through various tax revenues. Two main sources of the City's revenue are sales tax and property taxes; these specific taxes are levied on the sale of goods and real property within the city and contribute to the City's General Fund, which can be allocated by the Council for any governmental purpose. As a part of the FY 2023-24 adopted budget, tax and franchise revenue make up 87% of anticipated revenue within the General Fund.

Fees. Fees are charged directly to customers using a particular City service in order to cover the City's costs of providing the service and the level of fees is limited to the amount required to cover City costs. For example, fees are charged to cover the cost of reviewing plans, permitting, and inspecting a new building. Additionally, California Proposition 26 was approved by California voters in November 2010 and clarified which charges are considered user fees and which are considered taxes. The significance of this distinction is that user fees may be raised by resolution of the City Council up to the limit of actual costs of providing service (as determined by a fee study), whereas the amount of taxes is limited by the amount approved by voters and may only be imposed or increased by a majority vote of city voters.

It is important to note that as part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute. As such, if the City chooses not to increase fees as recommended by the fee study, the general taxpayer is covering the cost of services they may not be using. Budgetarily, this results in less revenue and that tax revenues don't grow but must cover more costs. This means that the City ultimately does not have enough fiscal capacity to deliver core services, which places our ability to meet some of our mandates at risk.

Below is an infographic that demonstrates the key differences between taxes and fees and how each one benefits the community.

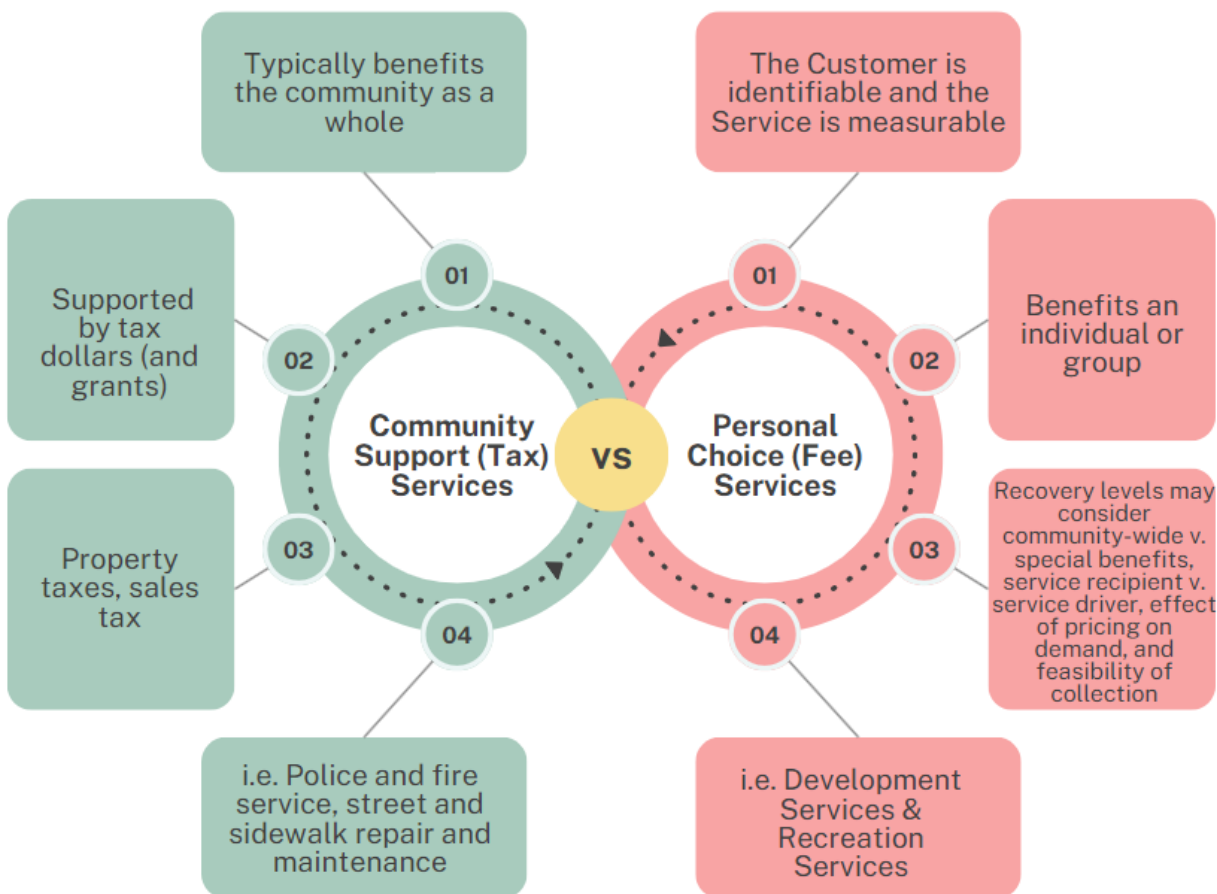


Figure 1 - Tax v. Fee Benefits

User and Regulatory Fees Overview

A City Fee Study is a review of fees for services rendered. Typically excluded from fee studies are rate-based fees for enterprise services like water, sewer, transit, and parking. These fees are generally undertaken with specific studies related to the enterprise or business services. As a part of the FY 2023-24 adopted budget, user fees for services makes up 13% of anticipated revenue. As a large part of what goes into providing services to the community is the labor behind the service, it is important to note that staffing makes up 72% of the City's General Fund expenditures, as services to the community are delivered by staff.

The focus of the study that is currently in process is on fees charged for service (user and regulatory fees) and does not include review of development impact fees (AB 1600 Fees), as these fees are used to address the impact of new development on general public services, certain public facilities, transportation, etc. The City's development impact fees consist of Transportation, Parks Impact, Water and Sewer, Police and Fire Impact Fees. User fees are charges collected for a service provided or required due to the request or voluntary action of an individual/entity. Regulatory fees are imposed to recover costs associated with a local government agency's authority or obligation to govern certain activities. Examples of common types of regulatory fees charged include planning, engineering, fire, stormwater, and building permit review fees.

User fees include recreational classes and community sports programs and public safety services, such as fingerprinting or a California Fire Code or hazardous materials permit. Per Government Code section 66014(a), user and regulatory fees may not exceed the City's reasonable costs to provide the service for which the fee is charged.

Below is an infographic that demonstrates the key differences between regulatory fees and user/voluntary fees.

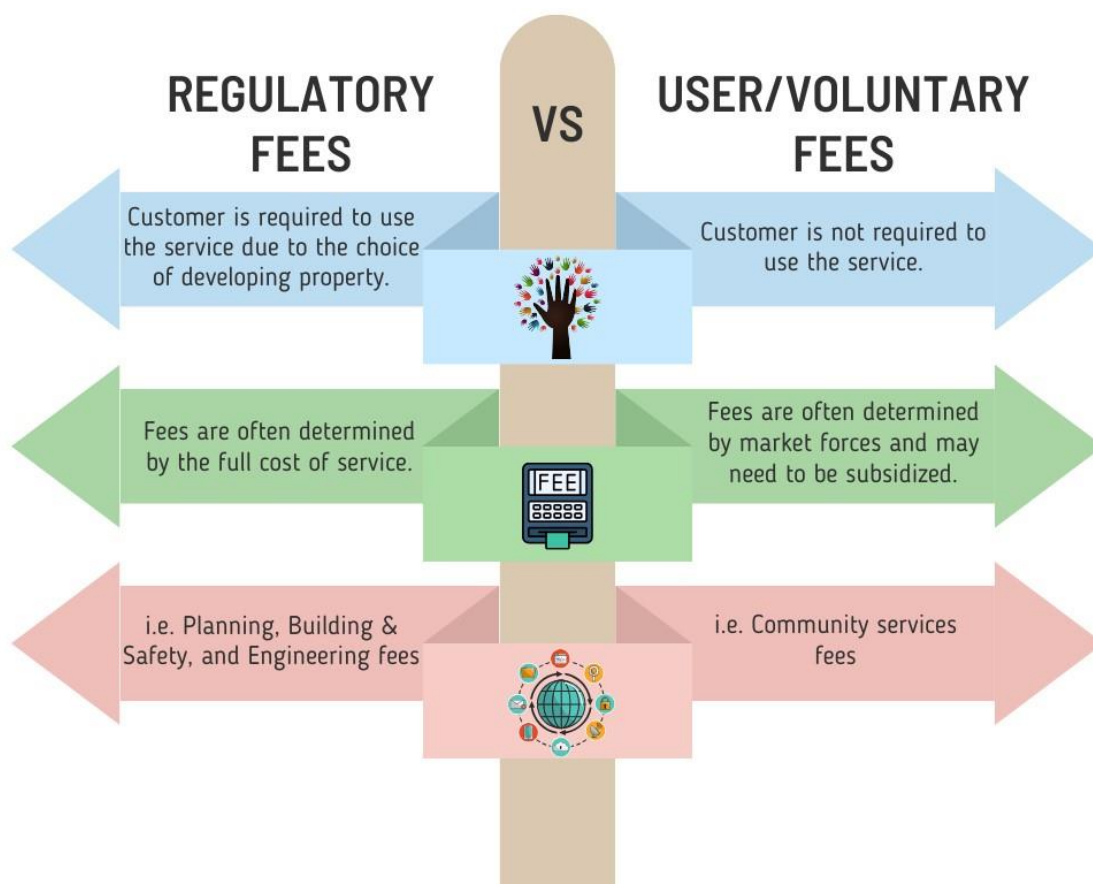


Figure 2 - Regulatory v. User Fees

Cost Recovery Policy

As stated above, the City's user and regulatory fee recovery policy (Attachment A) identifies cost recovery amounts dependent upon types of services/programs for which the fee is being charged. The City Council has determined that certain fees should be established at rates that fully cover the cost of providing a particular service. A cost recovery goal of 100% means that the full cost of providing the service is passed on to users of the service and recovered through the fee. A cost recovery of 30% means that only 30% of the cost to provide the service is passed on to the users of the service and recovered from the fee.

The following infographic outlines adopted cost recovery policy to be considered in setting user fees and cost recovery levels.

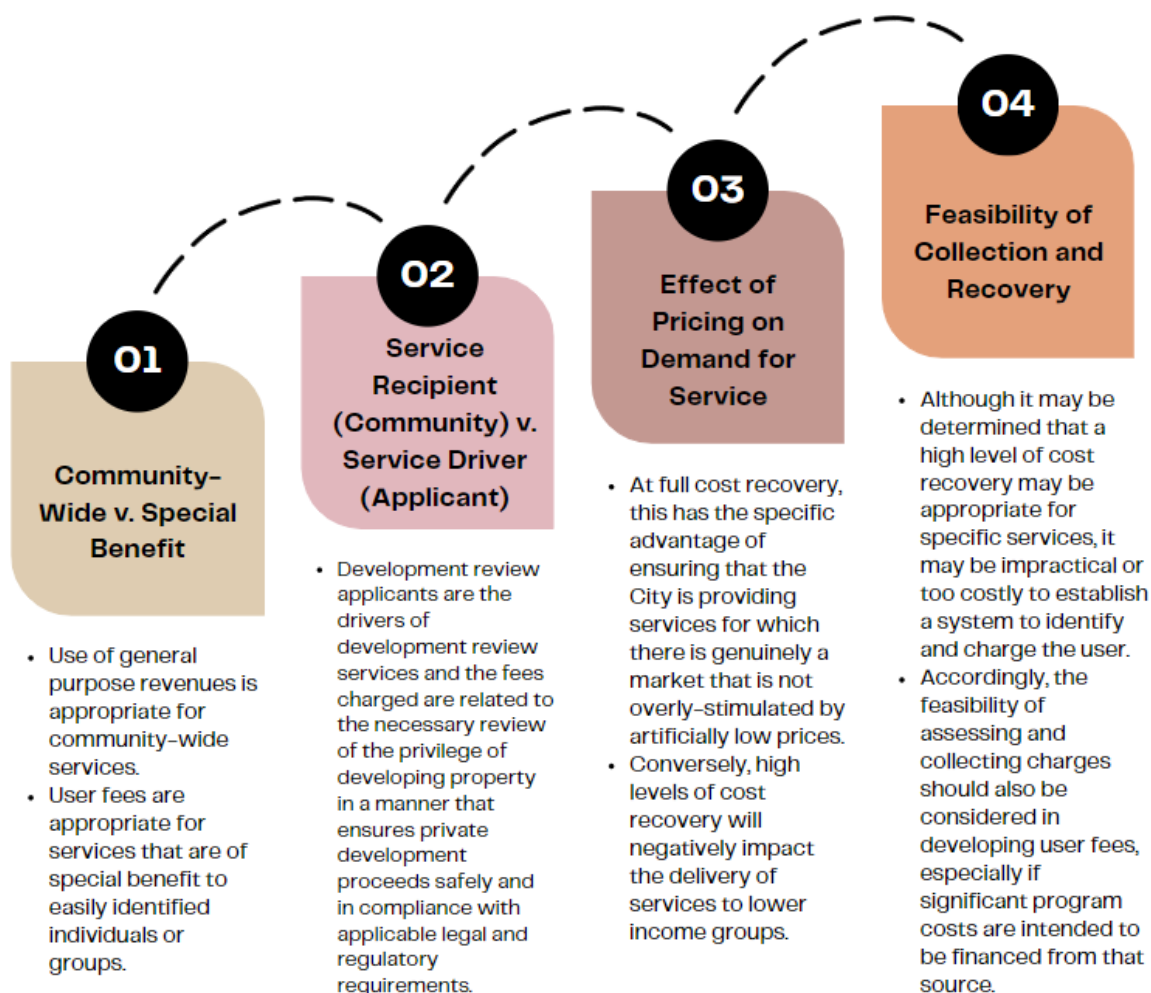


Figure 3 - Cost Recovery Policy Factors

The City's Policy also outlines circumstances favoring high-cost recovery and low-cost recovery levels and indicate the importance of considering the fees charged by other agencies to aid in assessing the reasonableness of fees.

Low-cost recovery levels are appropriate under the following circumstances:

1. There is no intended relationship between the amount paid and the benefit received. Almost all "social service" programs fall into this category as it is expected that general funds will subsidize services that are necessary to certain groups in need of services that may exceed the group's relative ability to pay.
2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
3. There is no intent to limit the use of (or entitlement to) the service. Again, most "social service" programs fit into this category, as well as many public safety (police and fire) emergency response services. Historically, ongoing maintenance costs to ensure access to neighborhood and community parks would also fit into this category.

4. The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source, either at all or at the level of need in a community. Many public safety services also fall into this category.
5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the City. Many small-scale licenses and permits might fall into this category.

High cost recovery levels are followed under the following circumstances:

1. The service is similar to services provided through the private sector.
2. Other private or public sector alternatives could or do exist for the delivery of the service.
3. For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received.
4. The use of the service is specifically discouraged. Multiple Police responses to nuisance disturbances or false security alarms might fall into this category.
5. The service is regulatory in nature, driven by voluntary property development choices, and non-compliance with regulatory requirements could adversely affect those impacted by the individual property owner's development choices. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

The City's user fee cost recovery goals provide cost recovery levels for Parks & Recreation Activities as well as Development Review Programs. Development Review Programs include:

1. Planning (planned development permits, tentative tract and parcel maps, rezonings, general plan amendments, variances, use permits).
2. Building and safety (building permits, structural plan checks, inspections).
3. Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments).
4. Fire plan check.

The policy indicates cost recovery for Development Review Programs "should generally be very high" and that "in most instances, the City's cost recovery goal should be 100%".

Adopted Council cost recovery goals for recreation activities indicate that cost recovery for activities directed to adults should be relatively high, and those directed to youth/seniors should be relatively low (except that cost recovery should be higher where services are similar to those provided in the private sector). Cost recovery goals for Parks & Recreation activities are provided below.

Low-Range 0-30%	Mid-Range 30-60%	High-Range 60-100%
<ul style="list-style-type: none"> • Aquatics • Community gardens • Junior Ranger camp • Minor commercial film permit applications • Skate park • Parks and Recreation sponsored events • Youth sports • Teen services • Senior services 	<ul style="list-style-type: none"> • Triathlon • Golf • Summer and Spring Break Camps • Classes • Major commercial film permit applications 	<ul style="list-style-type: none"> • Adult athletics • Banner permit applications • Child care services • Facility rentals (indoor and outdoor)

Current User and Regulatory Fee Study Purpose

The City's User Fee Cost Recovery policy calls for the City to review and update service charges on an ongoing basis to ensure that they keep pace with changes in the cost-of-living and changes in methods or levels of service delivery. State law generally provides that fees for services cannot exceed the reasonable actual costs for providing services. In implementing this provision, the City has adopted the goal of comprehensively analyzing service costs at least every five years, with interim adjustments annually based on changes in the Consumer Price Index (CPI). The last comprehensive fee study was implemented in 2017.

In San Luis Obispo, past fee studies involved multiple Departments and identified the cost of providing services and comparing the result to the current fee amount to determine whether it is recovering the full cost of the service provided. Determination of the full cost of service focuses on labor and uses expenditure and organizational information with time-tracking data, time estimates, and workload information. A fee study also provides an opportunity to add new fees, remove outdated fees, or simplify fee structures. Like all jurisdictions, the City is impacted by cost increases and inflationary pressures on labor, materials and supplies, and needs to ensure that service fees are aligned with the cost of service and provide an opportunity for the City Council to re-align fee amounts with the adopted cost recovery policies.

The City completed an extensive Request for Proposal (RFP) process from February – April 2023. In May 2023, the City contracted with MGT and initiated the process to review and update the City's user and regulatory fees (Building, Development Review Engineering, Fire, General Government (administrative services like business license processing), Parks and Recreation, Planning/Cannabis, Police, Public Works, and Utilities). The infographic below depicts the purpose and process of the comprehensive fee study.

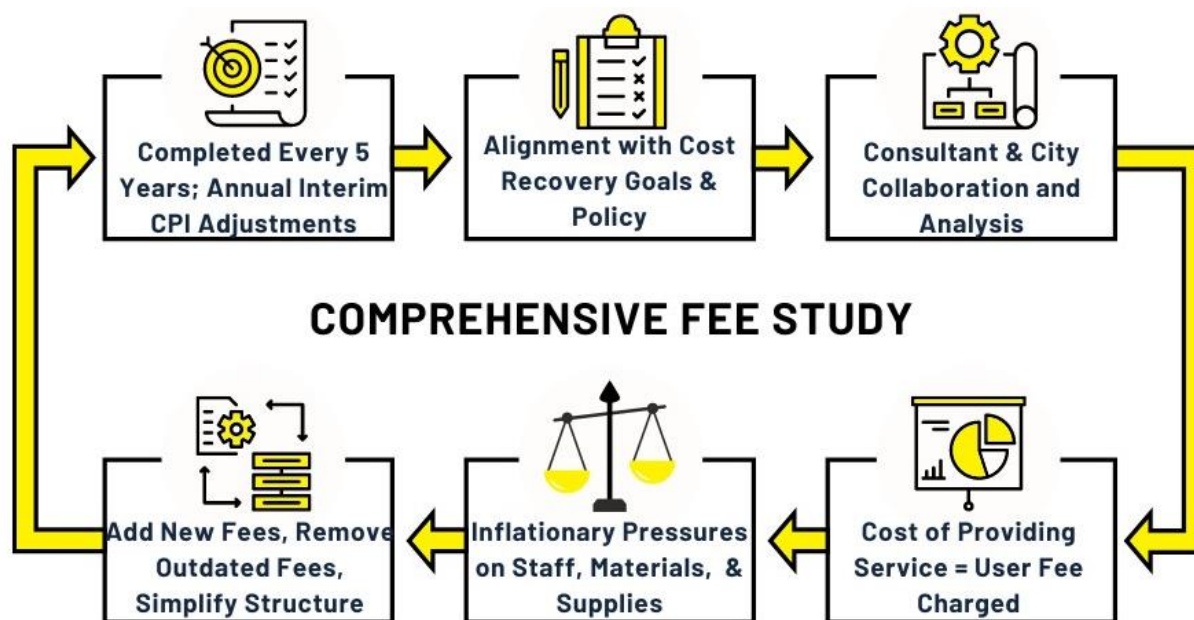


Figure 4 - Comprehensive Fee Study Process

The following is a summarized list of fees for each City department or program studied by MGT in the current User and Regulatory Fee Study, which can also be found in greater detail in the FY 2023-24 current fee schedule (Attachment B):

1. General administrative services, including:
 - a. Business License processing and renewal
 - b. Returned check processing
 - c. Appeals to Advisory Bodies following administrative (non-planning) decisions
2. Community Development services, including:
 - a. Planning and Zoning - entitlement and permit review and processing
 - b. Building permit review, processing, and approvals
 - c. Engineering plan review and encroachment permit processing
 - d. Cannabis applications and licensing
3. Public Works Department services, including:
 - a. Construction field inspection for public improvements constructed by private development
4. Utilities services, including:
 - a. Meter installation and removal
 - b. Account set-up and disconnect
 - c. Water and sewer lateral installation and abandonment
 - d. Wastewater Industrial Users

5. Fire Prevention services, including:
 - a. Hazardous occupancy permits
 - b. Non-mandated and required fire inspections
 - c. Certified Unified Participating Agency fees (CUPA)
 - d. Multi-dwelling fire and life safety inspections
 - e. Fire sprinkler and suppression system review and inspections
6. Police services, including:
 - a. Various administrative processing fees such as vehicle impound and release, alarm permits, taxi permits, etc.
7. Recreational facilities, services, classes, programs and permits, including:
 - a. Youth Services
 - b. Aquatics
 - c. Recreational sports
 - d. Instructional classes
 - e. Special events
 - f. Indoor and outdoor facilities
 - g. Ranger Service
 - h. Golf Course
8. Information Technology (IT) Surcharge
 - a. A 3.05% IT Surcharge is included in fees associated with the overhead related to the Energov permitting system.

Below is an infographic summarizing at a high level what is included in the fee study and what is not included in the fee study.



Figure 5 - Summary of What's Included and Not Included in the Fee Study Scope

User and Regulatory Fee Study Methodology

To determine the estimated/reasonable cost eligible for recovery as a user/regulatory fee, the study identifies the full cost of service eligible for recovery and those costs are translated into a fee structure for various programs and services. Determination of the full cost of service uses expenditure and organizational information with time-tracking data, time estimates, and workload information. The full cost of service is derived for each service or activity, and includes labor, services or supplies, and various types of operational overhead costs.

Thus, the user fee study is comprised of two basic elements:

1. Hourly rates of staff providing the service.
2. Time spent to provide the service.

The product of the hourly rate calculation multiplied by the time spent to provide a service yields the total cost of the service. For example, if the hourly rate of staff reviewing a permit is \$100 dollars an hour, and it takes staff four (4) hours to review a certain type of permit, then the total cost to provide the service of reviewing the permit is \$400.

Hourly Rates. The hourly rate methodology used in this study builds indirect costs into hourly salary and benefit rates to arrive at fully burdened hourly rates. The fully burdened hourly rates calculated by MGT are a mechanism used to calculate the total cost of providing services. Total cost is generally recognized as the sum of the direct cost together with a proportionate share of allowable indirect costs. The proper identification of all costs (including labor, operating expense, department administration, and citywide support) as “direct” or “indirect” is crucial to the determination of the total cost of providing services.

Direct costs are typically defined as those that are specifically tied to a particular function or activity, including the labor of persons working directly on the specific service for which the fee is charged, and possibly materials or supplies for people to work on the service. Indirect costs are those that support more than one program area and are not easily identifiable to specific activities. Examples of indirect costs are: 1) departmental administrative and support staff, 2) training and education time, 3) public counter and telephone time, 4) some service and supply costs, and 5) citywide overhead costs from outside of the department as identified in the City’s cost allocation plan.

MGT’s hourly rate calculation methodology includes the following:

1. **Personnel Services Analysis** – each staff classification within the department or division is analyzed in the study. The first burden factor is comprised of compensated absences such as vacation/holidays/sick leave days taken in a year’s time. Staff classifications are then categorized as either direct (operational) or indirect (administrative or supervisory) labor. In some cases, a classification will have both direct and indirect duties. The total indirect portion of staff cost is incorporated into hourly overhead rates.

2. **Indirect Cost Rate** – a ratio of indirect cost to direct labor (salaries plus benefits) is established. There are three elements of indirect cost incorporated, including:
 - a. Indirect Labor – includes total compensation, administrative and supervisory staff costs.
 - b. Other Operating Expenses – most services and supplies are included as a second layer of indirect cost and are prorated across all fees and services. There are some service and supply expenses classified as “allowable direct. Some examples of these are professional services expenses, or sports supplies. These allowable direct expenses would be directly associated with specific fees or programs, as opposed to being allocated across all activities through the indirect overhead.
 - c. External Indirect Allocations – this represents the prorated portion of citywide overhead (from the City’s cost allocation plan) which is attributable to the service for which the fee is charged.

3. **Fully Burdened Hourly Rates** – incorporates all the elements that comprise the hourly rates used in this cost analysis.
 - a. Each direct or operational staff classification is listed, together with the average annual salary and benefits.
 - b. The hourly salary and benefit rate is calculated by taking the annual salary and benefits of an employee and dividing by 2,080¹ available productive hours in a year.
 - c. The overhead rate is derived by multiplying the internal and external indirect cost rates against the salary and benefit rate.

The total combines the salary, benefits, and overhead rates. This is the fully burdened rate for each staff classification. MGT prepared indirect overhead rates and corresponding hourly rate calculations using FY 2023-24 budgeted expenditures. In the case of Building, one hourly rate was developed using the total salary and benefits and total indirect expenditures and dividing those costs by the number of direct hours available for staff.

Time Spent. Once fully burdened hourly rates were developed for City staff, staff and the consultant worked to identify the time spent directly on each of the user fee activities. Each staff person involved in the user fee services identified time spent to complete each task associated with all user fee services. To inform this analysis, staff and the consultant based this exercise on time spent on delivering various services in FY 2022-23 (the most recently completed fiscal year).

Fee Calculations and Revenue Projections. MGT calculated the cost of providing each service, both on a per-unit and total annual basis (per-unit cost multiplied by annual volume equals total annual cost). Costs were calculated by multiplying per-unit time estimates by the hourly labor rates; additional operating expenses directly associated with certain services were also added in.

¹ 2,080 hours is the total hours in a work year at 52 x 40hrs/week.

Finally, if other departments or divisions provided support into certain user fee activities, this time was accounted for and added into the analysis as a crossover support activity. For example, planning and engineering teams often provide cross support to review building permits, so the time of planning and engineering staff was accounted for in the total cost of providing the service of reviewing a building permit. Full costs were then compared to current fees/revenues collected, and subsidies (or over-recoveries) were identified. It's also important to note that MGT included comparisons to other jurisdictions as a part of their analysis which will be included in the final report.

Summary of Preliminary Cost of Service Findings

The following table illustrates the full cost to conduct services in each department/division in FY 2022-2023 as well as the actual revenue realized in that same fiscal year and the percentage of actual costs that were recovered. This is important background information that provides the City with valuable insight into the current cost recovery levels and will help inform necessary changes in fees to better align future fees with cost recovery policy goals as staff continue to review the final report from MGT.

Department / Division		Full Cost to Conduct Services ²	Current Revenue & Cost Recovery Level	
1	Building and Safety (CDD)	\$4,097,808	\$3,952,334	96%
2	Engineering (CDD)	\$2,114,280	\$1,372,852	65%
3	Planning / Cannabis (CDD)	\$2,301,514	\$1,211,812	53%
4	Fire	\$1,301,320	\$962,996	74%
5	Police	\$250,213	\$356,254	142%
6	General Government (Administration/Finance)	\$388,259	\$533,154	137%
7	Parks and Recreation	\$9,840,424	\$1,906,407	19%
8	Public Works	\$67,138	\$64,954	97%
9	Utilities	\$2,029,620	\$1,071,626	53%

As shown, the City's current recovery amount varies significantly depending on the department/division and also varies within each department/division. As discussed above, the City's cost recovery policy guides decisions about the ultimate fee amounts adopted. Under the current policy, all fees will be recommended to recover near 100% of identified costs, with the exception of Parks and Recreation, fees established by statute or applicable administrative code, and some of the Planning fees as discussed in the next section. Recovery at greater than 100% indicates that a change has occurred since the fees were last studied in 2017 such that less time is now required for the service (less time spent on a given task reduces the cost of providing that service). This may occur for several reasons, such as process improvements or computer system enhancements that make certain tasks faster. Any services identified as recovering greater than 100% will be reduced to comply with user and regulatory fee requirements.

² Annual cost does include all cross-support costs from other departments.

Highlights and Key Changes per Department/Division

In addition to recommending changes to fee amounts based on current recovery levels and analysis of staff cost and time spent on activities, staff and the consultant are developing other recommended changes to the fees. These other changes include significant changes to the structure of some fees, addition of new fees, removal of fees that are no longer needed, and renaming and consolidation of fees. Because these are highlights and key changes, some of the fee changes were not included as a part of the below summary as they were routine updates. Some of the key changes that staff will present to the Council with the draft report at a future meeting include:

Building and Safety

- Currently, Building and Safety fees include flat fees as well as fees that are charged on a base + increment schedule as reflected on 30 separate matrixes. The flat fees are generally assessed for activities that require the same amount of review regardless of the project (for example, review required for a permit and inspection of the installation of a new water heater is the same regardless of the address or size of home). The base + increment fees are generally used for applications/projects that can vary greatly in the amount of effort needed to review an application. For example, the time and effort required to review permits for a new building will vary greatly if the building is a 400 square foot ADU or a 140,000 square foot commercial building.
- After reviewing the current fee schedule, and in consultation with the Consultant, the Building and Safety Division will be proposing an overhaul of the building permit fee structure in order to simplify the fees and make them easier for staff and applicants to understand.
 - As described above, the current building construction permit fee schedule is complex. The new proposed structure will reduce the number of fee categories from 15 to 11. The fees categories are being simplified so that no project falls under multiple categories.
 - Currently, the fee structure is represented as 30 separate matrices. 15 are for plan check services, and 15 are for building inspection services. Each matrix represents a building use, and calculates fees based on square footage and type of construction.
- Construction permits will be simplified into 11 categories with a price per square foot for plan review and for inspections; the categories are aligned with the types of permits that are issued. These new categories will replace the 30 matrices that consists of hundreds of different options.
- The individual fee categories are currently range in recovering between 75-100% of the costs.

Engineering

- Engineering fees are assessed as either a percentage of estimated construction costs, a fixed fee or base + increment, depending on the type of permit/application being reviewed.
 - The fee structure for Improvement Plan Check and Construction Inspection are proposed to be simplified from a tiered scale to a percentage basis. Both

methods calculate fees based on the estimated construction cost, however the percentage basis is easier to understand and calculate.

- The individual fee categories are currently range in recovering between 20-100% of the costs.

Planning and Cannabis

- The Planning Division assesses fees for a wide variety of activities related to the use of private property such as entitlement permits for new multifamily and commercial projects, conditional use permits for certain uses, and general plan amendments.
- Current Planning fees include fixed fees as well as deposit fees.
 - Fixed fees are used for planning applications/actions that generally require the same amount of work regardless of the location/type of project (for example, all Conditional Use Permit requests cost the same amount).
 - Deposit based fees are used for planning applications that have a wide range of work depending on the complexity of the project, such as a Planned Development, Rezoning or Environmental Impact Report.
- Currently, as outlined in the existing fee schedule, some planning fees are collected in two phases. A portion of the fee, the “application fee” is collected upon application submittal, and remainder, the “completion fee” is invoiced when action is taken on the application. A hold is then placed on the property so when a subsequent permit is submitted in association with the property, the fee is collected. This payment system was established in 2017 and provides flexibility for applicants who wish to pay their planning application fees in two installments. However, this process impacts Community Development’s ability to realize full cost recovery for services due to the fact that some planning applications that are completed and invoiced are never paid by the applicant, do not materialize into projects for a variety of reasons, or do not require a subsequent permit to implement the project. When this occurs, the City is limited in its ability to collect the second installment of the planning fee that was assessed, even though the planning application was fully processed, and services rendered. The reason that this approach was established, which originated during the “Great Recession,” was to distribute the entitlement cost burden to both the beginning and the end of the project’s lifespan. This practice was carefully crafted in partnership with various trade and business organizations and was continued as part of the 2017 fee update. Staff are seeking direction from Council on whether to continue this practice of splitting the collection of planning fees, as described in question #1 in the table below.
- The individual fee categories are currently range in recovering between 4-100% of the costs.

Fire

- The current fire construction permit fee schedule operates on a base + increment structure, which currently has a total of 128 fees. For efficiency, a recommendation is being made to adopt the same methodology/construction categories as Building and Safety.

- The individual fee categories are currently range in recovering between 40-100% of the costs.

Police

- Some alterations to alarm permit and false alarm response fees will be recommended that will result in lower fees in light of changes to operations (i.e. the use of a third party to administer alarm permits) and recommendations about escalating false alarm response fees.
- The individual fee categories are currently range in recovering between 30-145% of the costs.

Parks and Recreation

- The costs of services were evaluated consistent with the methodology outlined above, which integrates the support costs from other departments, such as Public Works for programs that utilize City parks and facilities, along with Fire and Police for special event applications.
- Consistent with the adopted cost recovery policy, Parks and Recreation fees will be evaluated for elasticity of demand of the individual programs within each of the categories to determine where (if any) fee increases could be made without jeopardizing loss of participants. The fee structure for Parks and Recreation services were sensitive to the "market" for similar services as well as to smaller, infrequent users of the services. This was incorporated into the analysis by the consultant and staff when reviewing each fee. The fees are divided into divisional groups: Youth Services- academic year and camps, Youth Sports, Aquatics, Recreational Adult Sports, Instructional Classes, Special Events (Fee & Non-Fee), Indoor Facilities, Outdoor Facilities, Jr. Ranger Camp, Golf Course and Special Events.
- MGT identified the current cost recovery for before and after school childcare, as well as camps, at 49%. The current cost recovery policy identifies childcare to fall within the 60-100% cost recovery standard and camps to fall within the 30-60% cost recovery standard. In developing its analysis, MGT has incorporated a more comprehensive assessment of program overhead resources (including, for instance, facility and utility costs, as well as supplies, staffing, marketing, registration, etc.) in the total costs of the City's childcare services resulting in MGT identifying a lower cost recovery percentage (49%), whereas the previous fee study only incorporated the direct Parks and Recreation Department costs which resulted in an identified higher cost recovery.
- MGT identified the current cost recovery for golf operations at 21%. The City's cost recovery policy identifies golf services to fall within the 30-60% cost recovery standard. Fee recommendations for golf course services will take into account local market comparisons to comparable sized courses, planned programming that provides equitable access for the community, and supports the 30-60% cost recovery policy.

- The department is recommending implementing a non-resident fee for key programs and facility rentals such as camps (spring break, summer, and Jr. Ranger), impacted classes, and facility rentals (Jack House Garden, Swim Center). The incorporation of resident and non-resident fee classifications is a common practice by municipal recreational agencies. Camps and swim lessons tend to have waitlists and are impacted by the number of non-resident enrollments. The non-resident surcharge is expected to have the added benefit of more resident enrollments, and also help programs meet cost recovery targets without significant increases to residents.

Previous Council or Advisory Body Action

The previous fee study review Study Session was conducted on [February 21, 2017](#), and the subsequent Public Hearing was held on [April 18, 2017](#). CPI adjustments have been made annually through Fiscal Year 23-24.

Public Engagement

Staff began public engagement to inform stakeholders and the public regarding the fee study and update process in the beginning of February and are currently on the agendas for the February 15 Developer's Roundtable meeting, and the March 6, 2024 Parks and Recreation Commission meeting which may include recreational community user group representatives associated with sport field and facility rentals (roller hockey rink, swim center, golf course).

As indicated in Next Steps below, staff will perform additional outreach until the planned March 19, 2024 City Council Public Hearing in order to review and discuss the proposed fee changes and answer questions from interested parties including but not limited to residents, Chamber of Commerce, Downtown SLO, Student Community Liaison Committee (SCLC), Neighborhood Groups, and other interested public parties, including public utilities. Outreach will be in the form of in-person meetings and an Open City Hall page on the City's website. Additional informational outreach will be conducted after adoption of any new rates to ensure that the public and impacted groups are aware of the changes both before and when they are implemented.

CONCURRENCE

All appropriate City departments have been extensively involved in providing information including budget information, staffing information, and time estimates to the consultant. All requisite departments have also performed extensive review of draft fee models provided by the consultant and are all currently finalizing and comments and review on the final report.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended action in this report, because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: N/A
Funding Identified: N/A

Budget Year: 2024-25

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$0	\$0	\$0	\$0
State				
Federal				
Fees				
Other:				
Total	\$0	\$0	\$0	\$0

There are no direct fiscal impacts associated with this study session; aside from the consultant costs to conduct the study that were budgeted as a part of Fiscal Year 2023-24. As discussed in the summary section above, the City is currently recovering between 43-157% of costs associated with providing user and regulatory services, depending on the service. At the planned March 19, 2024 City Council meeting, Council will have the opportunity to adopt initial recommended fee amounts by staff or to direct further revisions to the proposed fees and return at a later date for adoption.

NEXT STEPS

Staff will continue work to finalize the draft fee study based on the feedback received at this study session. In addition, staff will perform additional outreach to interested parties to review, discuss, and inform the community of the proposed fee changes consistent with the Public Engagement and Noticing (PEN) Manual. Outreach will include in-person meetings as well an Open City Hall page including a narrated PowerPoint presentation and opportunity for written feedback.

On March 19, 2024, staff will return to the City Council in response to direction provided on February 20, 2024, with recommendations and a resolution to consider for adoption an updated fee schedule. Pursuant to applicable laws, several categories of fees cannot become effective until 60 days after adoption. If adopted prior to May 1, 2024, the comprehensive fee schedule will become effective on July 1, 2024.

FOCUS QUESTIONS FOR CITY COUNCIL DIRECTION

Staff has provided the following focused questions to facilitate City Council discussion and direction to staff:

Questions for City Council Direction			
		Yes	No
1	Is the Council supportive of Planning fees being collected in-full at the time of planning application submittal or should the practice continue to collect fees at the beginning and end of a project?		
2	Should any significant increases in fees be phased in over multiple years? For example, if a fee increases more than 25% should the fee increase by 12.5% in year one and another 12.5% in year two or for a longer period ³ ?		

ALTERNATIVES

The Council could direct staff to not continue the finalization of the fee study and delay completion of the fee study until a later date. This action is not recommended in order to be in alignment with the Fee Cost Recovery Goals within the City's Fiscal Policies, including that fees are reviewed and updated on an ongoing basis (every five years and in the interim annually by CPI) to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

RESOURCES

[City Cost Recovery Goals \(Financial Plan 23-25, Fiscal Policies, Section 2\)](#)
[City Current FY 23-24 Comprehensive Fee Schedule](#)

³ The basis for this option would be to smooth out the inflationary impacts of fees as a result of sustained and seemingly transitory high levels of inflation.